

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Planning & Inspections Department

**AGENDA DATE:** Regular Consent: May 15, 2018

**CONTACT PERSON/PHONE:** Victor Morrison-Vega, (915) 212-1550,  
[Morrison-vegaVX@elpasotexas.gov](mailto:Morrison-vegaVX@elpasotexas.gov)  
Marilú Alemán, (915) 212-1506,  
[AlemanMG@elpasotexas.gov](mailto:AlemanMG@elpasotexas.gov)

**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

A resolution that the closure of rights-of-way within the City of El Paso for the Neon Desert Music Festival from 12:00 p.m. on Friday, May 25, 2018, to 10:00 p.m. on Monday, May 28, 2018, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of North Mesa Street (SH 20) between Franklin Ave. to Texas Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA 30A agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV18-00053)

**BACKGROUND / DISCUSSION:**

**EVENT NAME:** Neon Desert Music Festival

**PERMIT CASE NUMBER:** CSEV18-00053

**EVENT DATE/HOURS:** Day 1 – Saturday, May 26, 2018, 3:00 p.m. to  
Sunday, May 27, 2018, 2:00 a.m.  
Day 2 – Sunday, May 27, 2018, 3:00 p.m. to  
Monday, May 28, 2018, 2:00 a.m.

**TRAFFIC CONTROL:** Friday, May 25, 2018, at 12:00 p.m. to  
Monday, May 28, 2018, at 10:00 p.m.

**STATE ROW IN USE:** North Mesa Street (SH 20) between Franklin Ave. to Texas Ave.

**APPLICANT:** NDMF, LLC.

As per Chapter 13.38 (Special Events) of the El Paso Municipal Code, the Special Event Permit (CSEV18-00053) event application was submitted to the City of El Paso Special Events Office. The application includes a request for permission from the State of Texas, acting through the Texas Department of Transportation (TxDOT), to use portions of North Mesa Street (SH 20) between Franklin Ave. to Texas Ave. for a period in excess of four hours. For use of State right-of-way, TxDOT requires the Agreement for the Temporary Closure of State Right-of-Way (Form TEA 30A) to be completed by the City of El Paso; the attached resolution would provide the City Manager authority to enter into this agreement between the City of El Paso and TxDOT.

**ATTACHMENTS:**

Resolution  
TEA 30A Agreement  
Contract  
Event Traffic Control Plan  
Event Application

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
Victor Morrison-Vega  
Planning & Inspections Department

## **RESOLUTION**

**WHEREAS,** NDMF, LLC. (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the Neon Desert Music Festival from 12:00 p.m. on Friday, May 25, 2018, to 10:00 p.m. on Monday, May 28, 2018 (hereinafter referred to as the "Event"); and

**WHEREAS,** The Event will utilize both City and State rights-of-way; and

**WHEREAS,** The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

**WHEREAS,** The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including North Mesa Street (SH 20) between Franklin Ave. to Texas Ave. within El Paso, Texas; and

**WHEREAS,** 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

**WHEREAS,** the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF EL PASO:**

That the closure of rights-of-way within the City of El Paso for the Neon Desert Music Festival from 12:00 p.m. on Friday, May 25, 2018, to 10:00 p.m. on Monday, May 28, 2018, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of North Mesa Street (SH 20) between Franklin Ave. to Texas Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA 30A agreement between the City of El Paso and State of Texas Department of Transportation.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

**(Signatures on the following page)**

**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
Dee Margo  
Mayor

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Karla M. Nieman  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Victor Morrison-Vega  
Planning & Inspections Department

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**CONTRACT**

**THIS CONTRACT** is entered into by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "the City", and NDMF, LLC. a Texas corporation, hereinafter referred to as "Contractor."

**WHEREAS**, the Contractor has hired staff to produce the Neon Desert Music Festival, hereinafter referred to as "Event" in the best possible manner; and

**WHEREAS**, a number of community businesses, organizations and individuals have agreed to support the Event due to its importance and significance to the community; and

**WHEREAS**, the City Council finds that participation by the City in the Event will provide direct benefits to the public in the form of public safety services; and

**WHEREAS**, the City Council finds that participation in the Event by the City will serve an important public purpose by providing a cultural and recreational opportunity to the City and serving as a rallying point for community spirit and support, and as such, the City is willing to provide the services set forth in this Contract.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

**1       TERM.**           This Contract shall be valid through Tuesday, May 29, 2018.

**2       CONSIDERATION.**

**2.1     The Contractor agrees to provide the following services:**

**2.1.1   Manage and operate the Event from 12:00 p.m. on Friday, May 25, 2018, to 10:00 p.m. on Monday, May 28, 2018, upon the route approved by the City through the Event Permit No. CSEV18-00053, or as modified in writing by the parties.**

**2.1.2   Comply with all terms of the Permit No. CSEV18-00053, and shall provide all information required by the Local Government contained in TEA 30A finalized agreement between the City of El Paso and the State of Texas Department of Transportation, which will be in substantial conformity with Exhibit "A" and incorporated by reference as if set forth in full.**

**2.1.3   Perform all street, sidewalk, and other right-of-way cleaning as required by Section 13.38.080 of the City Code and/or as required by the terms of this Contract.**

- 2.2 In addition to the use of City rights-of-way, this Event requires the temporary closure of State-owned and operated highway, thereby imposing additional obligations on the City pursuant to 43 Texas Administrative Code, Section 22.12.

**CONTRACTOR HEREBY AGREES TO INDEMNIFY AND ASSUME RESPONSIBILITY FOR THE REQUIREMENTS IMPOSED ON THE CITY UNDER THIS STATUTE IN CONSIDERATION OF THE CITY'S SUBMISSION ON BEHALF OF THE CONTRACTOR, FOR APPROVAL OF THE CLOSURE AND USE OF STATE HIGHWAY RIGHT-OF-WAY.**

Accordingly, Contractor shall:

- 2.2.1 Assume all costs for the operations associated with the Event, including, but not limited to, plan development, materials, labor, public notification, providing barriers, barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.
- 2.2.2 Submit to the City, for review and approval, the following: construction plans, if construction of modifications to the State's right-of-way is required the traffic control and signing plans; traffic enforcement plans and; all other plans deemed necessary by the State for use of highways owned and operated by the State of Texas. The Contractor shall comply with all requirements of the State relating to a traffic control plan, which may include that a traffic control plan be signed, sealed, and dated by a registered professional engineer. Pursuant to State requirements, the traffic control plan shall be in accordance with the latest addition of the Texas Manual for Uniformed Traffic Control Services (TMUTCD). All temporary traffic control devices used on state highway right-of-way must be included in the State's Compliant Work Zone Traffic Control Devices List. Should the State require changes to the traffic control plan or if it is found to be inadequate, Contractor will provide the City with the necessary information to bring the traffic control into compliance with the originally submitted plan, upon notice from the State noting the required changes, prior to the Event.
- 2.2.3 Ensure the appropriate Law Enforcement agency has reviewed the traffic control plan for the closures and that the agency has deemed them to be adequate. If the Law Enforcement Agency fails to approve the traffic control plan, Contractor shall notify the City so that the appropriate Law Enforcement Agency can contact the State for Consultation no less than ten (10) working days prior to the Event.
- 2.2.4 Complete all revisions to the traffic control plan as requested by the State with the required timeframe. Contractor hereby agrees that any failure to comply with the traffic control plan may constitute reckless endangerment of the public and the Texas Department of Public Safety (DPS) may be notified of situation and may take any appropriate action including cancelling of the

event, and failing to follow the traffic control plan or State instructions may result in denial of future use of right-of-way for three years.

- 2.2.5 Comply with traffic control plan with regards to any closure, but in no event will Contractor initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed from the highway reopened to traffic within 24 hours after the completion of the Event.
- 2.2.6 Prepare a traffic enforcement plan, which must be finally approved by the State. The plan must ensure that adequate enforcement personnel are utilized to prevent vehicles from stopping and parking along the main lanes of the state highway right-of-way and otherwise prevent vehicles from stopping and parking along the main lane of traffic by both vehicles and pedestrians. The plan must be reviewed by the Law Enforcement Agency that will be providing traffic control for the Event, and Contractor must obtain from the Law Enforcement Agency a letter certifying they agree with the traffic enforcement plan and will be able to meet the requirements. Such plan and letter of certification must be submitted to the City with sufficient time for review and submission to the State, but no later than 96 hours before the Event. The State requires submission and written approval of the plan no later than 48 hours before the Event.
- 2.2.7 Assure the State, through the City, that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the traffic control plan.
- 2.2.8 Avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of way-, including but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.
- 2.2.9 Provide all additional information and documentation required by the State of Texas Department of Transportation under the agreement attached as Exhibit "A".
- 2.2.10 This Contract may be terminated and the Event cancelled by the City if Contractor fails to comply with any of the requirements set forth in Section 2.2, *et seq.* of this Contract.
- 2.2.11 Contractor shall obtain the permit for the Event as set forth in Section 13.30.020 of the City Code, at Contractor's cost.

**2.2.12** Contractor shall pay the amount invoiced by the City within thirty (30) days of receipt of such invoice.

**3** **LEGAL RELATIONSHIP.** Nothing in this Agreement shall be construed as creating a legal relationship of co-sponsorship or responsibility for the promotion, conducting, or operation of the Event on the part of the City. Contractor is an independent contractor, and nothing herein shall be construed as creating the relationship of employer and employee or principal and agent between the parties. The City's waiver of any or all fees for necessary police traffic-control assistance, to the extent such assistance is provided, shall not be construed as the City's co-sponsorship of the Event nor as support of or opposition to any issue.

**3.1** City shall not be liable for any and all demands, claims, damages, causes of action, costs or losses for personal injury, property damage, or death caused by or arising out of the negligence of Contractor while Contractor is promoting, conducting, or operating the Event, or which are caused by or arise from the failure of Contractor to abide by appropriate laws, rules and regulations.

**4** **EQUIPMENT.** All equipment used by the Contractor or which is permitted to be used in the Event by the Contractor shall be maintained in satisfactory working condition. The Contractor shall not intentionally or knowingly use any equipment in any manner that may cause injury to the property of the City or third parties or any persons.

**5** **SAFETY.** Contractor shall comply with all applicable laws, ordinances, and regulations and shall encourage its participants in the Event to comply with all applicable laws, ordinances, and regulations. Contractor shall exercise every precaution for the safety of public and private property and persons.

**6** **INSURANCE AND INDEMNIFICATION PROVISIONS.** The Contractor acknowledges that its request to use the public right of way is solely for its benefit and not a use that benefits the City taxpayers as a whole. As a result, the Contractor agrees to provide the following as a condition of its use of the public right of way:

**6.1** **LIABILITY INSURANCE.** The Contractor shall obtain and provide a general liability insurance policy with a minimum One Million Dollars (\$1,000,000.00) limit, per occurrence, for personal injury, death and property damage, with a minimum One Million Dollars (\$1,000,000.00) general aggregate limit. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold harmless the City.

**6.1.1** Because the granting of this Contract is solely for the benefit of the Contractor and recognizing that the City taxpayers should not incur any costs associated with the Contractor's enjoyment of this Contract, except as provided herein, the Contractor is required to purchase liability insurance on behalf of the City or, alternatively, may name the City as an additional insured on the policy of general liability insurance referenced above. Such insurance shall provide coverage for any alleged acts or omissions of the



City, its agents, employees, or independent contractors, alleged or asserted by any individual, in connection with the performance of this agreement.

6.1.2 The Contractor shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and the Contractor, its officers, agents, servants, or employees.

6.1.3 This Contract shall not be executed by the City until the Contractor files a copy of the policy or certificate of liability insurance as herein set forth with the Department of Transportation. Such policy or certificate shall provide that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City, or without ten (10) calendar days prior written notice as to non-payment of insurance policy premiums. Failure to keep the policy in full force and effect throughout the term of the contract shall be grounds for cancellation of the Parade Permit and City Sponsorship. Certificates of Insurance that state the insurer shall endeavor to give notice and/or that there shall be no liability for the failure to give the notice required herein shall not meet the requirements of this section.

6.2 **INDEMNITY.** As a condition of the granting of this Contract, the Contractor and its insurer will INDEMNIFY, DEFEND AND HOLD HARMLESS the City, its officers, agents and employees, FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The Contractor will pay all judgments in actions defended by the Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by the Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City

**will not be responsible for any loss of or damage to the Contractor's property from any cause.**

- 7 **DISCRIMINATION.** Contractor, its officers, agents, servants, employees, volunteers, and third parties will not discriminate on account of race, color, religion, sex, or national origin, permit or allow any discrimination in the work done pursuant to this Contract in violation of the law.
- 8 **ACCESSIBILITY STANDARDS FOR DISABLED PERSONS.** The Contractor agrees that in the performance of this Contract, it will comply with the Americans with Disabilities Act ("ADA"). The Contractor must file any Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons.
- 9 **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder shall constitute a material breach of this Contract.
- 10 **TERMINATION.**
  - 10.1 Termination by Mutual Consent. The parties may terminate this Contract by mutual consent upon such terms as they may agree in writing.
  - 10.2 Termination by Any Party. It is further understood and agreed by the parties that any party to this Contract may terminate this Contract, in whole or in part, upon written notice if any of the other parties fails to perform any of its material obligations hereunder and fails to completely cure the breach.
  - 10.3 Time of Performance Termination – Force Majeure. No party to this Contract will be liable for failure to comply with any term of this Contract when such failure is caused by an event of war, fire, earthquake, flood, strike, any law, rule, regulation or act of governmental authority, or any other act, event, cause or occurrence rendering a party to this Contract unable to perform its obligations, which is not within its reasonable control. The party affected by such event will immediately notify the other parties in writing.
  - 10.4 Termination Shall Not Be Construed as Release. Termination by any party shall not be construed as a release of any claims that may be lawfully asserted against the terminating party(s). Further, the terminated party(s) shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Contract.
  - 10.5 Upon termination of this Contract, except as otherwise provided herein, all duties and obligations of the parties to this Contract shall cease.
- 11 **AMENDMENTS AND WAIVER.** The parties may amend this Contract at any time by mutual consent. Unless otherwise provided herein, this Contract may be amended only by

written instrument duly executed on behalf of the City and the Contractor. No claim or right arising out of a breach of this Contractor can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

- 12 **COMPLETE AGREEMENT.** This Contract constitutes the entire agreement between the parties relating to the terms and conditions of the Contract. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Contract confers no rights on any person(s) or business entity(s) that is not a party hereto. This Contract shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Contract.
- 13 **GOVERNING LAW.** This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter(s) and/or any ordinance of the City.
- 14 **SEVERABILITY.** Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
- 15 **NOTICES.** All notices and communications under this Contract shall be either hand-delivered or mailed, certified, postage prepaid in the United States Postal Services, return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: City Manager  
City of El Paso  
PO BOX 1890  
El Paso, Texas 79950-1890

WITH COPY TO: Planning & Inspections Department- Special Events Office  
City of El Paso  
811 Texas Ave.  
El Paso, TX 79901

CONTRACTOR: NDMF, LLC.  
5704 W. HWY 290  
Austin, TX 78735  
Attn: Gina Martinez

- 17 **ASSIGNABILITY.** This Contract, its rights, duties and responsibilities may not be assigned by any of the parties without the prior written consent of the City Council. Any assignment made without the City's consent shall be void.

- 18 **WARRANTY OF CAPACITY TO EXECUTE CONTRACT.** The people signing this Contract on behalf of the parties warrants that he/she has the authority to do so and to bind the party for which he/she has authority to sign this Contract and all the terms and conditions contained herein.
- 19 Each person signing below represents that he or she has read this Contract in its entirety; understands its terms; and agrees on behalf of such party that such party will be bound by those terms.
- 20 **EFFECTIVE DATE.** This Contract is effective as of \_\_\_\_\_, 2018.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS**

**THE CITY OF EL PASO**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Karla M. Neuman  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Victor Morrison-Vega  
Planning & Inspections Department

**ACCEPTANCE**

The attached instrument, with all conditions thereof, is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CONTRACTOR:**

\_\_\_\_\_  
Name Printed:  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

**AGREEMENT FOR THE TEMPORARY CLOSURE  
OF STATE RIGHT OF WAY**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

**W I T N E S S E T H**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including North Mesa Street (SH 20) between Franklin Ave. to Texas Ave., in El Paso, County; and

**WHEREAS**, the local government has requested the temporary closure of North Mesa Street (SH20), for the purpose of allowing the Neon Desert Music Festival , from 12:00 p.m. on Friday, May 25, 2018, to 10:00 p.m. on Monday, May 28, 2018 , as described in the attached "**Exhibit A**," hereinafter identified as the "Event;" and

**WHEREAS**, the Event will be located within the local government's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

**WHEREAS**, on the 15 day of May, 2018, the El Paso City Council passed a Resolution, attached hereto and identified as "**Exhibit B**," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**A G R E E M E N T**

**Article 1.   CONTRACT PERIOD**

18-1007-2183 | 784240  
Neon Desert Music Festival-TEA Agreement  
KMN

**CSEV18-00053**  
Page 1 of 5  
**EXHIBIT "A" of Contract**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

## **Article 2. EVENT DESCRIPTION**

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as “**Exhibit C,**” and incorporated as if fully set forth herein.

## **Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

**B.** The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State’s right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

#### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 5. TERMINATION**

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10)

days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### **Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

#### **Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

#### **Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

#### **Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

#### **Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:



Local Government:	State:
City of El Paso Attn: Tomas Gonzalez City Manager 300 N. Campbell- City 1, 2 <sup>nd</sup> Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Robert Bielek, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

### Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

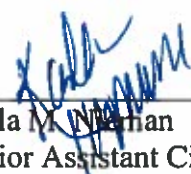
### THE CITY OF EL PASO

Executed on behalf of the local government by:

\_\_\_\_\_  
Tomás González  
City Manager

Date \_\_\_\_\_

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Karla M. Newman  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Victor Morrison-Vega  
Planning & Inspections Department

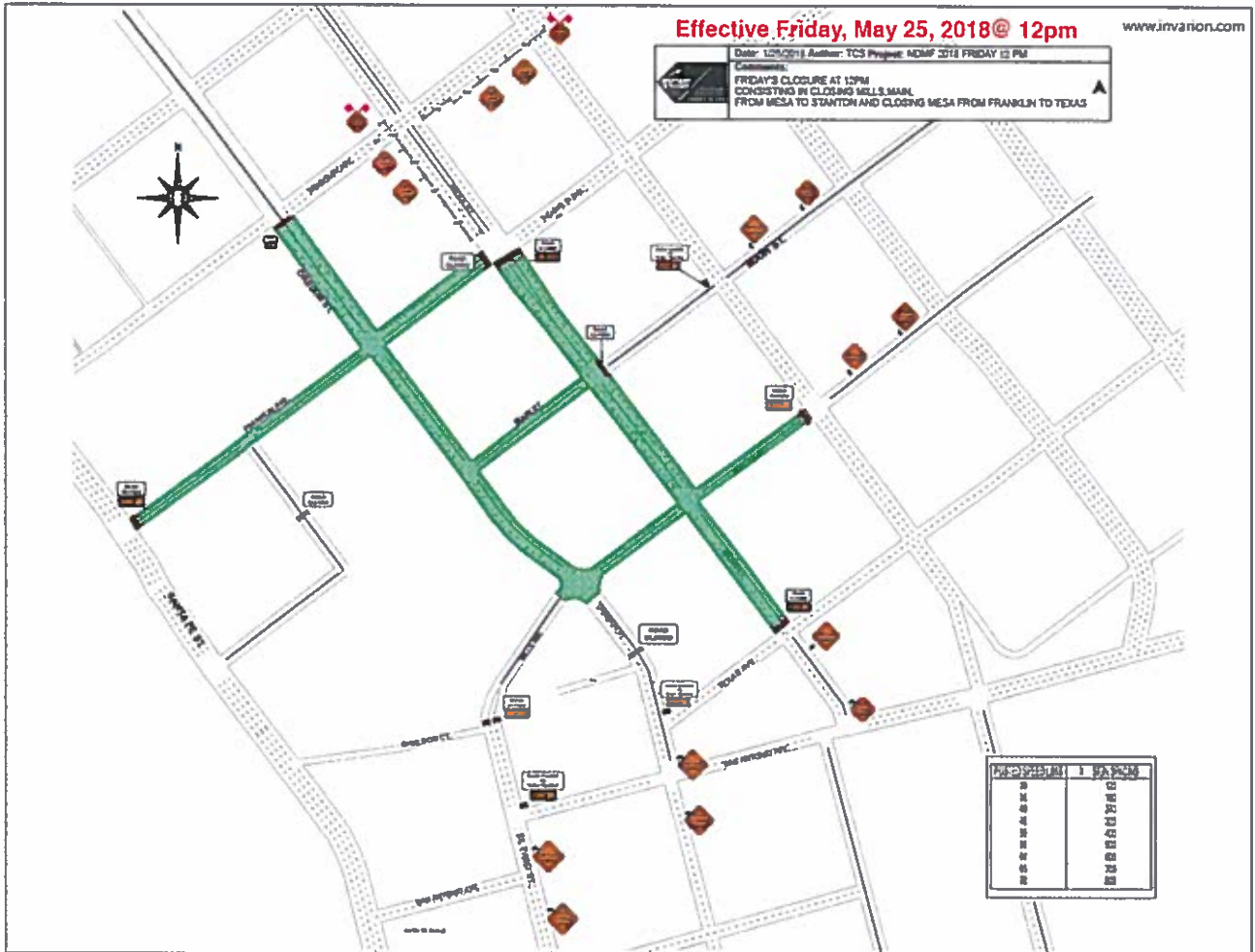
### THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_  
Robert Bielek, P.E.,  
El Paso District Engineer

Date \_\_\_\_\_

## EXHIBIT "A"



## EXHIBIT "C"

# Neon Desert Music Festival

**Event Name :** Neon Desert Music Festival

**Event Type :** Downtown Music Festival

**Event Purpose :** Community Activity

**No Of Days :** 4

**Event Start Date :** May 25, 2018

**Event End Date :** May 28, 2018

**Event Time :**

	Start Time	End Time
Day 1 - May 25, 2018	6:00 PM	10:00 PM
Day 2 - May 26, 2018	3:00 PM	2:00 AM (Next day)
Day 3 - May 27, 2018	3:00 PM	2:00 AM (Next day)
Day 4 - May 28, 2018	3:00 AM	10:00 PM

	Date	From	To
Setup	May 25, 2018	8:00 AM	5:00 PM
TearDown	May 28, 2018	5:00 AM	10:00 AM

**Anticipated Maximum Attendance (Staff, Volunteers and Attendees.) :**

Date	Participants	Spectators	Total
Day 1 - May 25, 2018	500	0	500
Day 2 - May 26, 2018	1000	25000	26000
Day 3 - May 27, 2018	1000	25000	26000
Day 4 - May 28, 2018	500	0	500

## Contact Person(s)

**Name :** Gina Martinez

**Address :** 5704 West Highway 290 Austin , Texas, 78735 , USA

## **EXHIBIT "C"**

**Email :** gina@scoremoreshows.com

**Mobile :** 5126650002

**Office Phone :** 5123304274

## **Park Use**

**Downtown Parks :** Cleveland Square, San Jacinto Plaza

**Aside from the permanent park amenities, will you be introducing any additional items on the park grounds? :** Yes

**Will you have any amusement devices? :** No

**Number of amusement devices? :** 0

**Type(s) of amusement devices? :**

**Other(Obstacle Course , bungee etc) :** Food Trucks, Tents, Tables, Chairs

## **Fire & Public Safety**

### **Security**

**Hiring Security Guards :** Yes

**Number of Security Guards :** 120

**Security Company :**

**Company Name :** Azar Security Services Inc.

**Contact Person :** Robert Azar

**Address :** 114 N. Zaragoza El Paso, Texas, 79909 USA

**Mobile :** 9156333966

**Office Phone :** 9166912595

**Email :** azarco101@gmail.com

### **Police**

**Hiring Police Officers :** Yes

**Number of Police Officers :** 40

## **EXHIBIT "C"**

**Police Official Company :**

**Company Name :** El Paso Police Department

**Contact Person :** Eduardo Martinez

**Address :** El Paso, Texas, USA

**Mobile :** 9152502

**Office Phone :**

**Email :** 1578@elpasotexas.gov

**Will you be erecting temporary fences or barriers? Yes**

**Will you be erecting temporary structures such as tents or canopies? Yes**

**Size and quantity of temporary structures :**

9-10x10, 14- 10x20, 2- 10x30, 4- 10x40, 6- 10x50, 2-10x60, 1- 10x80, 1- 20x20, 2- 20x40, 1- 30x30, 1- 40x80

**Will your event feature or utilize compressed gases? Yes**

**Type of gas that will be used:** Cooking

### **Fireworks**

**Will your event feature or utilize fireworks or pyrotechnics? No**

**Supply of electrical power to the event :**

We will provide generators and light towers.

**What will need electrical power?**

Stages, Lights, Sound Equipment, Water Stations, RV's, Point of Sales, Mobil Mini's, Sponsorship Activations, Food Trucks

**Participating businesses open in the conjunction with the event?**

TBD

## **Traffic Control Information**

**Company Name :** Traffic Control Specialists

**Company Contact Number :** 9150210300

**Street Clousre :**

Oregon from Missouri to Texas, Mesa from Missouri to Texas, Franklin from Santa Fe to Stanton, Main from El Paso to Stanton, Mills from Oregon to Stanton

**Alley is Affected : Yes**

## EXHIBIT "C"

### Parking Meters

**Will you need exclusive use of parking meters within the proposed footprint before or after street closure?**

**Yes**

**Will you need exclusive use of parking meters outside of the proposed location before or after street closure?**

**Yes**

**Start Date : May 21, 2018**

**End Date : May 28, 2018**

### Animals

**No animal featured in this event**

### Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
50	30	20	0

**Purpose of Amplification : Concert**

**Location description of amplification devices : Mesa and Texas, Stanton and Main, Oregon and Texas, Franklin and Santa Fe, San Jacinto Plaza**

### Alcohol Use

**Will alcoholic bevarages be sold, served or consumed at your event? Yes**

**Will alcoholic bevarages be sold, served or consumed on a city right of way? Yes**

## **EXHIBIT "C"**

**Will alcoholic beverages be sold, served or consumed in the park? Yes**

**Trade name of establishment / organization obtaining the TABC permit in conjunction with the event : Crave Kitchen and Bar**

**Permit / License Holder name : Octavio Gomez**

**Will non-profit entity buy/sell alcohol for your event? No**

## **Food & Merchandise Sales**

**Number of food location : 18**

**Number of beverage location : 8**

**Event feature merchandise vendors : Yes**

## **Event Clean Up**

**Cleanup plan : We will have 10 Roll offs, 100 trash cans/boxes, and 20 plus waste management team members to maintain festival grounds.**

**Name of the Organization responsible for cleanup : B. Weiss Entertainment**

**Contact Number : 4696281950**

**Contact Number : Brian Weiss**

**Email : brad@bweissent.com**

## **Internet Access**

**Is Wireless Internet access needed? Yes**

**Is A Secure Wireless Internet Connection needed ? Yes**

## **Uploaded files**

**Site plan : submitted**

**Certificate of insurance documents : submitted**

**Signed notice of proposed closure form : submitted**

**Public Safety Plan : submitted**

**Traffic control plan : submitted**

**TxDot insurance form : submitted**

**Parking Meters : submitted**

**TABC Certificate : submitted**

**Food vendor's name & Contact : submitted**

## **EXHIBIT "C"**


**Merchandise name and contact : submitted**

**Applicant Name : Gina Martinez**

**Applicant E-Signature : GM**


**Sign Date : 2018-03-09**

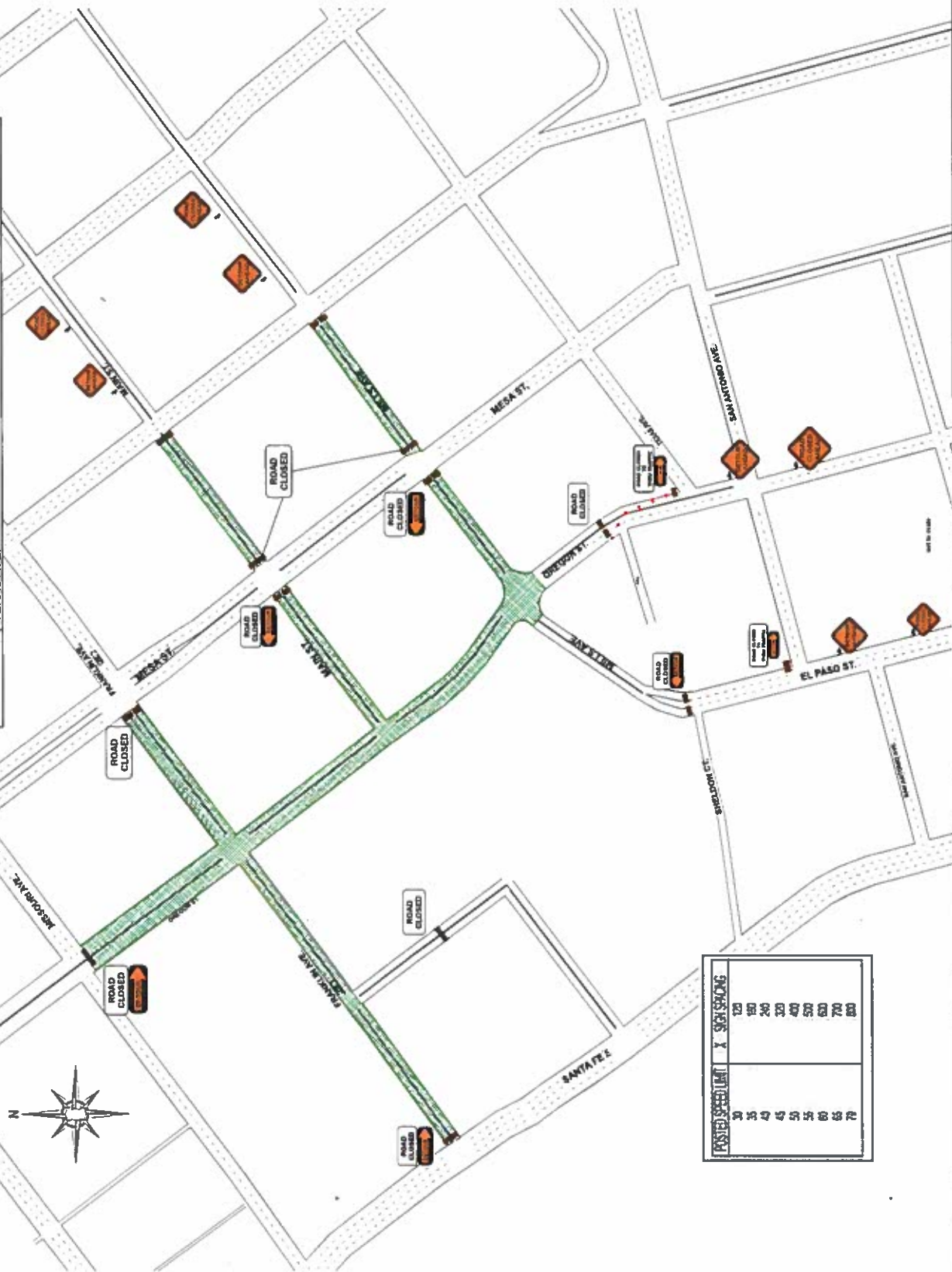




**Date:** 1/25/2018 **Author:** TCS Project: NDMF 2018 THURSDAY CLOSURE 6PM

**Comments:**  
THURSDAYS CLOSURE AT 6PM  
COMPLETE CLOSURE OF FRANKLIN FROM SANTA FE TO MESA  
AND COMPLETE CLOSURE OF OREGON FROM MISSOURI TO TEXAS AVE.






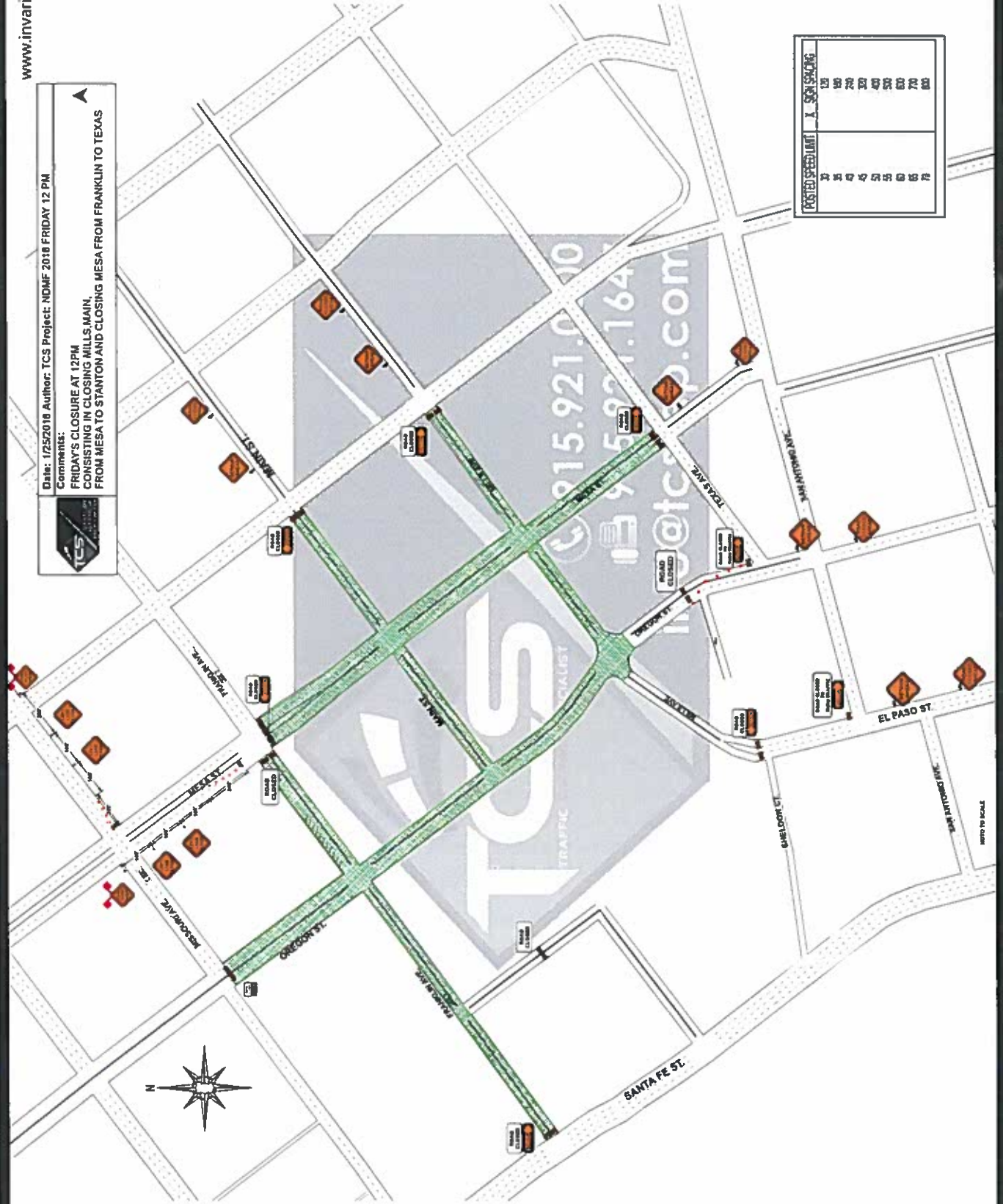
POSTED SPEED LIMIT	X	SPEED LIMIT
30	120	
35	150	
40	200	
45	250	
50	300	
55	350	
60	400	
65	450	
70	500	
	550	
	600	
	650	
	700	
	750	
	800	

# EXHIBIT "C"

www.invarion.com



Date: 1/25/2018 Author: TCS Project: NDMF 2018 FRIDAY 12 PM  
 Comments:  
 FRIDAY'S CLOSURE AT 12PM  
 CONSISTING IN CLOSING MILLS MAIN,  
 FROM MESA TO STANTON AND CLOSING MESA FROM FRANKLIN TO TEXAS



POSTED SPEED LIMIT	1. SIGN SAVING
25	125
35	150
45	200
55	250
65	300
75	350
85	400
95	450
105	500
115	550
125	600
135	650
145	700
155	750
165	800
175	850
185	900
195	950
205	1000

NOT TO SCALE

# EXHIBIT "C"

Table 1

2018 NDMF Parking Meters	
<b>Monday (5/21)@6am- Friday (5/25)@ 6am</b>	4- Days
<b>Main St.</b>	
	EMA103
	EMA105
	EMA107
	EMA109
	EMA111
	EMA113
<b>Wednesday (5/23)@6am- Friday (5/25)@ 6am</b>	2-Days
<b>Franklin St.</b>	
	WF212
	WF214
	WF216
	WF218
	WF220
<b>Oregon St.</b>	
	NO419
	NO413
	NO411
	NO420
	NO418
	NO412
	NO410
	NO 400
<b>Thursday (5/24)@6am- Friday (5/25)@ 6am</b>	1- Day
<b>Mills</b>	
	MI203
	MI205
	MI207
	MI209



## EXHIBIT "C"

2018 NDMF Parking Meters	
	MI211
	MI214
	MI212
	MI208
	MI206
	MI204
<b>Thursday (5/24)@6am- Saturday (5/26)@ 6am</b>	2- Days
<b>Main St.</b>	
	EM 200
	EM 210
	EM 214
	EM 218
	EM 202
	EM 212
	EM 216
<b>Mesa St.</b>	
	NM 210
	NM 208
	NM 206
	NM 204
	NM 202
	NM 200
<b>Saturday (5/26)@6am- Monday (5/28)@ 6am</b>	2- Days
<b>Stanton St.</b>	
	NS 213
	NS 215
	NS 217
	NS 219
	NS 301
	NS 303
	NS 305

**EXHIBIT "C"**

<b>2018 NDMF Parking Meters</b>	
	NS 307
	NS 309
	NS 311
	NS 315
<b>Main St.</b>	
	WMA 205
	WMA 207
	WMA 209
	WMA 211
	WMA 213
	WMA 215
<b>Texas St.</b>	
	T215
	T213
	T211

EXHIBIT "C"

TEXAS ALCOHOLIC BEVERAGE COMMISSION



MB772563 RENEW

ISSUED - 04/11/2015 EXPIRES - 04/10/2017

SIGN - BLUE

CRABE KITCHEN AND BAR  
11990 ROJAS  
EL PASO EL PASO

CRABE KITCHEN AND BAR  
CRABE ROJAS LLC  
11990 ROJAS  
EL PASO TX 79936

CRABE ROJAS LLC

*Sherry L. Cook*

TEXAS ALCOHOLIC BEVERAGE COMMISSION



MB772565 RENEW

ISSUED - 04/11/2015 EXPIRES - 04/10/2017

SIGN - BLUE

CRABE KITCHEN AND BAR  
11990 ROJAS  
EL PASO EL PASO

CRABE KITCHEN AND BAR  
CRABE ROJAS LLC  
11990 ROJAS  
EL PASO TX 79936

CRABE ROJAS LLC

*Sherry L. Cook*

## EXHIBIT "C"

NDMF000-01

SWHITENTON



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services Inc.</b> 16030 Ventura Blvd. Suite #500 Encino, CA 91436	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (818) 257-7400		<b>FAX (A/C, No):</b> (818) 257-7450
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  NDMF, LLC 5704 W Hwy 290 Austin, TX 78735	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Allianz Global Corp &amp; Specialty</b>		<b>35300</b>
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		XPK80987216	04/25/2018	04/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY COMP: \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY COLL: \$1,000			XPK80987216	04/25/2018	04/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XAE24685398	04/25/2018	04/25/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	QSCW005192-1	04/25/2018	04/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*\*Workers Compensation is proof of coverage only\*\*

The certificate holder is included as additional insured, but only as respects to liability claims arising out of the negligence of the named insured per written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of El Paso 300 N. Campbell El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# EXHIBIT "C"

## CERTIFICATE OF INSURANCE



Form 1560  
(Rev. 01/12)  
Previous editions of this form may not be used  
Page 1 of 2

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: NDMF LLL dba: Neon Desert Music Festival  
Street/Mailing Address: 5706 W Hwy 290  
City/State/Zip: Austin TX 78735  
Phone Number: (512) 330-4274

### WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: <u>Allianz</u>	Carrier Phone #: <u>(818) 972-5206</u>
Address: <u>2350 W. Empire Avenue, suite 200</u>	City, State, Zip: <u>Burbank, CA 91504</u>
Type of Insurance: <u>Workers' Compensation</u>	Policy Number: <u>QSCW005142-1</u>
Effective Date: <u>4/25/2018</u>	Expiration Date: <u>4/25/2019</u>
Limits of Liability: <u>\$1m / \$1m / \$1m</u>	

### COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: <u>Allianz</u>	Carrier Phone #: <u>(818) 972-5206</u>
Address: <u>2350 W. Empire Avenue, suite 200</u>	City, State, Zip: <u>Burbank, CA 91504</u>
Type of Insurance: <u>Commercial General Liability Insurance</u>	Policy Number: <u>XPK80487216</u>
Effective Date: <u>4/25/2018</u>	Expiration Date: <u>4/25/2019</u>
Limits of Liability: <u>\$2magg / \$1macc</u>	

### BUSINESS AUTOMOBILE POLICY:

Carrier Name: <u>Allianz</u>	Carrier Phone #: <u>(818) 972-5206</u>
Address: <u>2350 W. Empire Avenue, suite 200</u>	City, State, Zip: <u>Burbank, CA 91504</u>
Type of Insurance: <u>Business Automobile Policy</u>	Policy Number: <u>XPK80487216</u>
Effective Date: <u>4/25/2018</u>	Expiration Date: <u>4/25/2019</u>
Limits of Liability: <u>Not Less Than: \$600,000 combined single limit</u>	
<u>\$1,000,000</u>	

### UMBRELLA POLICY (if applicable):

Carrier Name: <u>Allianz</u>	Carrier Phone #: <u>(818) 972-5206</u>
Address: <u>2350 W. Empire Avenue, suite 200</u>	City, State, Zip: <u>Burbank, CA 91504</u>
Type of Insurance: <u>Umbrella Policy</u>	Policy Number: <u>XAE24695348</u>
Effective Date: <u>4/25/2018</u>	Expiration Date: <u>4/25/2019</u>
Limits of Liability: <u>\$5,000,000</u>	

Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name: HUB International Address: 763 Old Hickory Blvd, ste 351 W, Huntwood, TN 37027 City, State, Zip Code: 7125/2018  
(615) 514-8308  
Authorized Agent's Phone Number: 512/330-4274 Authorized Agent's Original Signature: [Signature] Date: 4/25/2018

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/416-2536



# EXHIBIT "C"

Form 1590  
(Rev. 01/12)  
Page 2 of 2

## NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below one business day prior to the expiration date. Insurance must be in force in order to perform any work.

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parentheses.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

**DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TxDOT.**

The SIGNATURE of the agent is required.

## CERTIFICATE OF INSURANCE REQUIREMENTS:

### WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

### COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

### BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
	\$100,000 each occurrence
Property Damage	\$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

## MAIL ALL CERTIFICATES TO:

Texas Department of Transportation  
CST—Contract Processing Unit (RA/200—1st FL)  
125 E. 11th Street  
Austin, TX 78701-2483  
512/416-2540 (Voice), 512/416-2538 (Fax)

## EXHIBIT "C"



Fireman's Fund Insurance Companies  
2350 W. Empire Avenue, Suite #200  
Burbank, CA 91504

### **BINDER**

<b>Date: April 25, 2018</b>
<b>To: HUB International Insurance Services, Inc.</b>
<b>ATTN: Cameron Smith</b>

<b>Named Insured:</b>	<b>NDMF, LLC</b>
<b>Proposed Effective Dates:</b>	<b>04/25/2018 - 04/25/2019</b>

<b>ASSIGNED POLICY NUMBER(S)</b>
XPk80987216
XAE24685398

<b>Covered Entities</b>
1. NDMF, LLC DBA: Neon Desert Music Festival

<b>Mailing Address</b>
5704 W. HWY 290
Austin, TX 78735

<b>Covered Locations</b>
1. 5704 W. HWY 290, Austin, TX 78735

<b>Festival Locations</b>
1. 510 N Santa Fe St., El Paso, TX 79901

<b>Terms and Conditions</b>
1. Quotation is valid for thirty (30) days.
2. Subject to audit within 30 days of festival.
3. Ownership and operation information for all covered entities is needed at binding.
4. Weather monitoring details and plan.
5. Site emergency plan and safety manual once updated with 2018 information.
6. Newly Executed Contracts for 2018 – vendors, artists, concessionaires, venue and security. No contracts on file for 2017 event.
7. <del>Subject to loss control. Please provide the loss control contact.</del> RECIEVED
8. <del>2018 Site Map</del> - RECIEVED

#### NOTE:

STUNTS, PYROTECHNIC AND ANY HAZARDOUS ACTIVITIES ARE EXCLUDED FROM COVERAGE UNTIL REVIEWED AND APPROVED BY LOSS CONTROL. APPROVAL OF THESE ACTIVITIES MAY ENTAIL ADDITIONAL CHARGES.

**EXHIBIT "C"**

Fireman's Fund Insurance Companies  
2350 W. Empire Avenue, Suite #200  
Burbank, CA 91504

☒ **Commercial General Liability**

<b>General Liability</b>	<b>Limits of Liability</b>
General Aggregate Limit	\$2,000,000
Products – Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to you limit (any one premises)	\$100,000
Medical Expense Limit (Any one person)	Excluded

<b>Loc</b>	<b>Description</b>	<b>Code</b>	<b>Basis</b>	<b>Rate</b>	<b>Premium</b>
001	Promoter	81016	m) 40,000	.320	\$12,800
001	Event Production Services	43424	s) if any	2.00	---
	Blanket Additional Insured	49950	Flat	500.00	\$500
	Increased General Aggregate	---	Flat	500.00	\$500
	Blanket Waiver of Subrogation	49950	Flat	1,000.00	\$1,000
	Throwing of Objects Buyback	---	Flat	500.00	\$500
	Basket Ball Court - Injury to Participants Buyback	---	Per event date) 2	500.00	\$1,000

<b>GL Premium</b>	<b>\$16,300.00</b>
<b>Certified Acts of Terrorism</b>	<b>\$978.00</b>
Subject to \$12,800 81016 minimum	

# EXHIBIT "C"



Fireman's Fund Insurance Companies  
2350 W. Empire Avenue, Suite #200  
Burbank, CA 91504

<b>SCHEDULE OF FORMS &amp; ENDORSEMENTS</b>	
Form No.	
CG0001	Commercial General Liability Coverage Form
CG2106	Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability – With Limited Bodily Injury Exception
CG2026	Additional Insured - Designated Person or Organization (Blanket)  The certificate of insurance holder and/or any other person or organization the Named Insured has agreed, in a written contract, that such person or organization be added as an additional insured to this policy, but only to the extent such person or organization is legally obligated to pay for 'bodily injury', 'property damage', or 'personal injury and advertising injury' caused by the Named Insured's acts or omissions.
CG2144	Limitation of Coverage to Designated Premises or Project Project:  Coverage is limited to the 2018 Neon Desert Festival on the following dates and locations, including load-in and load-out dates:  510 N Santa Fe St., El Paso, TX - Event Date: 05/26/18 - 05/27/18
CG2146	Abuse or Molestation Exclusion
CG2101	Exclusion – Athletic or Sports Participants
CG2147	Employment – Related Practices Exclusion
CG2404	Waiver of Transfer of Rights of Recover Against Others To Us (Blanket)
CG7092	Complete Lead Poisoning and Lead Contamination Exclusion
CG7093	Complete Asbestos Exclusion
CG7159	Exclusion – Intellectual Property
CG7277	Fungi or Bacteria Exclusion
145917	Silica Particles Exclusion
600002E	Exclusion of Aircraft Liability
600005E	Amendment Endorsement (E&O Exclusion)
600015PP	Participant/Performer Exclusion  Amendment: Participant/Performer Exclusion Participant/Performer Exclusion is lifted for the Neon Desert Music Festival Artist Village/Crew Area Basket Ball Court at the dates designated below. - 510 N Santa Fe St., El Paso, TX - Event Date: 05/26/18 - 05/27/18
600043E	Pyrotechnics, Explosives and Fireworks Exclusion
600001CSE	Concert Promoter Endorsement
CG2135	Medical Expense Coverage C Exclusion
600045E	Animal Exclusion
600051E	Motorized Events Exclusion
CG7155	Designated Ongoing Operations Exclusion 1) All film production activities and 2) As per attached wording (see last page of quote for full wording)
600044E	Coverage B: Personal and Advertising Injury Liability Entertainment Industry Exclusion
600060E	Exclusion - Asbestos
CG7304	Unmanned Aircraft Exclusion
	PLUS APPLICABLE COVERAGE LINE AND STATE (S) MANDATORY ENDORSEMENTS



# EXHIBIT "C"



Fireman's Fund Insurance Companies  
2350 W. Empire Avenue, Suite #200  
Burbank, CA 91504

## ☒ Inland Marine

Coverage	Limit of Insurance	Deductible
Miscellaneous Equipment **	\$1,000,000	\$2,500
Third Party Property Damage **	\$1,000,000	\$10,000

Valuation	Replacement Cost
Territory - Misc Equipment	Worldwide
TPPD Limitation	Coverage excluded for damage to landscape, lawns, turf, and/or walkways

\*\* Please Note: Coverage is limited to the 2018 Neon Desert Festival.

<b>Inland Marine Premium</b>	<b>\$4,000.00</b>
<b>Certified Acts of Terrorism</b>	<b>\$80.00</b>

## ☒ Commercial Auto

### Hired & Non-Owned Auto

Liability Insurance				Symbol	Limit	Premium
				8,9	\$1,000,000	
		Rate (per \$100 of COH)	Cost of Hire			
NOAL	Local	\$6.51	"If any"			
	Long-Haul	\$12.36	"If any"			
				<b>Minimum Premium</b>		<b>\$750</b>

Physical Damage Insurance				Symbol	Limit	Premium
				8	\$150,000	
		Rate (per \$100 of COH)	Cost of Hire	Deductible		
Hired	Local	\$10.00	"If any"	\$1,000		
				<b>Minimum Premium</b>		<b>\$500</b>

<b>Hired &amp; Non-Owned Auto</b>	<b>\$1,250.00</b>
<b>Policy Certified Acts of Terrorism Coverage</b>	<b>\$25.00</b>

<b>Information regarding Cost of Hire at Audit:</b>	
1. Contracted operator of Passenger Carrying Vehicle has limits of \$5,000,000, names our insured as an additional insured with Certificate obtained. Premium is waived except for minimum.	
2. Contracted operator of Passenger Carrying Vehicle has limits of \$1,000,000, names our insured as an additional insured with Certificate obtained. Long Haul rate is reduced to \$5.00 per \$100 COH.	
3. Contracted operator of Non-Passenger Truck has limits of \$1,000,000, names our insured as additional insured with Certificate obtained. The premium is waived except for the minimum.	

## EXHIBIT "C"



Fireman's Fund Insurance Companies  
2350 W. Empire Avenue, Suite #200  
Burbank, CA 91504

### ☒ **Total Premiums**

General Liability	\$16,300.00
Inland Marine	\$4,000.00
Commercial Auto	\$1,250.00
TX VOL Fire DEPT ASSMT	\$3.69
Certified Acts of Terrorism	\$1,083.00
<b>TOTAL</b>	<b>\$22,636.69</b>

### **Company**

American Insurance Company

- Terms and conditions shown here are not intended or represented to be complete. Coverages, conditions, and exclusions are contained in the policy. This quote may differ in perils and coverage from those submitted on your application so please make sure your customer is aware of any differences.
- If Property coverages are requested, please be advised that we do not offer Earthquake or Flood. Nor do we offer Wind coverage in recognized Wind prone states.
- If you have requested Equipment coverage via our Commercial Articles Floater form, be advised that we do not exclude Earthquake, Flood or Wind.
- If the insured elects to reject Terrorism coverage, the signed rejection letter will be required with your bind order.

Commission: GL, IM, HNOA - 20%

Underwriter: *Rachel Gunnerson*

## EXHIBIT "C"



Fireman's Fund Insurance Companies  
2350 W. Empire Avenue, Suite #200  
Burbank, CA 91504

### **Exclusion – Designated Ongoing Operations CG7155**

Description of Your Operations:

1. The following activities whether incidental or ongoing of the Insured, any Additional Insured, Vendor, Concessionaire, or Independent contractor using any premises owned, operated, rented or maintained by the Insured:

Hang Gliding, Parasailing, Parachuting, Tobogganing, Luge, Go-Carts, Motorized Racing of any kind, Monster Truck Events, Skateboarding, Mosh Pit, Stage Diving, Crowd Surfing, Foam or Painting Parties, Swimming Pools, Lakes or Bodies of Water, Snowboarding, Skiing, Trampolines, Bungee Jumping, Zip Line, Skate Park, Wrestling Ring, Waterslides, Inflatable attractions, Haunted Houses, Hot Air Balloon Rides, Sky Coaster, Roller Coasters and all Amusement Park devices, rides or games, Hay Rides, Rodeo, Mechanical Bulls and Saddle Animals, or any similar activity unless prior written approval has been granted by us.

2. Any performance, production or event designed to include or result in "Camping" unless specifically declared and endorsed hereon. For purposes of this exclusion; "Camping" includes, but is not limited to:

- A) The use of a tent, a temporary structure or no shelter at all; and
- B) Spending one or more nights at an outdoor impromptu or dedicated area; and
- C) Any onsite or offsite outdoor area used for the purpose of sleeping, resting or meetings.

3. Any temporary or permanent bridge or similar structure used by spectators or to transport spectators, if such bridge or similar structure is not controlled by or was not constructed by the Named Insured.

## EXHIBIT "C"

POLICY NUMBER: CNA 7502291-10 & CUA 7502288-10

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

City of El Paso  
300 N. Campbell  
El Paso, TX 79901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of  
Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



## EXHIBIT "C"

**POLICY NUMBER: CNA 7502291-10 & CUA 7502288-10**

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 26 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

**This endorsement modifies insurance provided under the following:**

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>City of El Paso</b> <b>300 N. Campbell</b> <b>El Paso, TX 79901</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## EXHIBIT "C"

POLICY NUMBER: CNA 7502291-10 & CUA 7502288-10

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

City of El Paso  
300 N. Campbell  
El Paso, TX 79901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of  
Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## EXHIBIT "C"

POLICY NUMBER: CNA 7502291-10 & CUA 7502288-10

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>City of El Paso 300 N. Campbell El Paso, TX 79901</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## EXHIBIT "C"



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> For Service Call: Gales Creek Insurance Services a division of JD Fulwiler 5727 SW Macadam Ave Portland, OR, 97239		<b>CONTACT NAME:</b> Brigitt Whitescarver <b>PHONE (A/C, No, Ext):</b> 503-977-5648 <b>FAX (A/C, No):</b> 503-977-5848 <b>E-MAIL ADDRESS:</b> events@galescreek.com	
<b>INSURED</b> Crave Rojas, LLC 110 Montecello Blvd, Suite 3B El Paso, TX 79912		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great Divide Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	CNA 7502291-10	05/26/2018	05/26/2019	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ -0- PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COM/POP AGG \$ 1,000,000.00
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	CNA 7502291-10	05/26/2018	05/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ None           OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>		<input checked="" type="checkbox"/>	CUA 7502288-10	05/26/2018	05/29/2019	EACH OCCURRENCE \$ \$2,000,000.00 AGGREGATE \$ \$2,000,000.00
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		<input checked="" type="checkbox"/>	CNA 7502291-10	05/26/2018	05/29/2019	each occurrence 1,000,000.00 aggregate 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF OPERATIONS OF THE NAMED INSURED DURING THE POLICY PERIOD.

RE: Limited Event Schedule for- Neon Desert Music Festival 5/27-5/29/18

Umbrella Liability extends over Liquor Liability, General Liability, and Hired & Non Owned Auto Liability with Waiver of Subrogation and Primary and Non Contributory Endorsements.

## CERTIFICATE HOLDER

## CANCELLATION

City of El Paso 300 N. Campbell El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Brigitt Whitescarver
---	---

Date: May 3, 2018  
To: Amanda Manning  
From: Marc Bryant, AU, CPCU  
Re: Crave Rojas, LLC  
110 Montecello Blvd., Suite 3B  
El Paso, TX 79912

**\*\*BINDER\*\***

Policy Period: May 26, 2018 to May 26, 2019

This is our binder based upon the applications and additional information you have provided to us. **Please review the terms of our binder carefully as it may differ from the specifications you have requested.**

**GENERAL LIABILITY (Great Divide Insurance Company)**

General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented To You	\$ 100,000
Medical Payments	<b>Excluded</b>
Liquor Liability - each common cause	\$1,000,000
Liquor Liability – aggregate	\$1,000,000

<u>Loc. #</u>	<u>Code</u>	<u>Description</u>	<u>Rate</u>	<u>Exposure</u>	<u>Premium</u>
1.	11168	Concessionaires	\$8.448	\$330,000	\$2,788
1.	58161	Liquor Liability	\$3.191	\$300,000	\$1,500 MP
1.	75033	Blanket and Specific Additional Insured Endorsements	Flat	Charge	\$1,100
1.	75033	Blanket Waiver of Subrogation	Flat	Charge	\$ 250

**TERMS/CONDITIONS:**

IL0017 Common Policy Conditions  
IL0021 Nuclear Energy Liability Exclusion  
IL8319 OFAC Endorsement  
CG0001 Commercial General Liability Coverage Form  
CG0033 Liquor Liability Coverage Form  
CG2026 Blanket Additional Insured Endorsement (As required by written contract executed prior to loss)  
CG2026 Blanket Additional Insured Endorsement (including the below additional insureds)

City of El Paso 300 N. Campbell El Paso, TX 79901	Splendid Sun Productions, LLC 8700 Manchaca Rd., Suite 301 Austin, TX 78748	Scoremore, LLC 8700 Manchaca Rd., Suite 301 Austin, TX 78748
NDMF, LLC 5704 West Hwy 290 Austin, TX 78735	Scoremore Holdings, LLC 5704 West Hwy 290 Austin, TX 78735	BGZ Presents, LLC 2205 E. 21 <sup>st</sup> Street Austin, TX 78722

## EXHIBIT "C"

City of El Paso  
300 N. Campbell  
El Paso, TX 79901

El Paso Sun City Pride  
2503 Copper Ave.  
El Paso, TX 79939

Code 4 Event Management, LLC  
600 Congress Avenue, 14<sup>th</sup> Floor  
Austin, TX 78701

B-Weiss Entertainment Group, LLC  
P. O. Box 152568  
Dallas, Texas 75315

CG2101 Exclusion – Athletic Participants  
CG2135 Exclusion- Coverage C- Medical Payments  
CG2144 Limitation of Coverage to Designated Project (Neon Desert Music Festival)  
CG2146 Exclusion – Abuse or Molestation  
CG2147 Employment-Related Practices Exclusion  
CG2149 Total Pollution Exclusion  
CG2167 Exclusion – Fungi or Bacteria  
CG2106 Exclusion – Disclosure of Confidential or Personal Information or Data  
CG2196 Exclusion – Silica or Silica Related Dust  
CG2404 Blanket Waiver of Subrogation  
CG E01 Additional Exclusions, Limitations and Amendments  
CG E02 Exclusions and Limitations Personal Injury and Advertising Injury  
CG E24 Liberalization Clause  
CE E25 Primary and Noncontributory  
CG E26 Knowledge of Occurrence  
CG E31 Unintentional Errors and Omissions  
CG E50 Exclusion – All Hazards in Connection with Inflatable Hazards  
CG2170 [Cap on Losses from Certified Acts of Terrorism](#)  
State Mandatory Endorsements

**PREMIUM:** \$5,638

**TERRORISM:** \$192

### **COMMERCIAL AUTOMOBILE (Great Divide Insurance Company)**

#### **HIRED & NON-OWNEDAUTOMOBILE**

<u>Coverage</u>	<u>Limits</u>	<u>Deductible</u>	<u>Premium</u>
Liability	\$1,000,000 CSL	none	\$450 Minimum
Physical Damage	\$125,000 any one auto /\$1,000,000 any one accident	10% of the loss amount subject to \$1,000 min/\$7,500 max (applies per auto)	\$500 Minimum

#### **TERMS/CONDITIONS:**

IL0017 Common Policy Conditions  
CA0001 Business Auto Coverage Form  
CA 14 Hired and Non-Owned Liability/Primary Hired Auto Physical Damage  
Liability coverage is **EXCESS** of any valid insurance.  
Physical Damage coverage is **PRIMARY** of any other valid and collectable insurance.  
CA2054 Employee Hired Autos  
CA2384 Exclusion of Terrorism  
State Mandatory Endorsements  
**Premium is subject to audit per the terms, conditions and rates contained on CA 14.**

**PREMIUM:** \$950

**TERRORISM:** Excluded



## EXHIBIT "C"

### **COMMERCIAL UMBRELLA (Great Divide Insurance Company)**

Each Occurrence Limit (Liability Coverage)	\$2,000,000
Aggregate Limit (Liability Coverage)	\$2,000,000
Self Insured Retention	none

#### **Underlying Insurance:**

<u>Coverage</u>	<u>Eff/Exp</u>	<u>Limits</u>	<u>Carrier</u>
General Liability	5/26/18 to 5/26/19	\$1/\$1/\$1/\$3	GDIC

#### **TERMS/CONDITIONS:**

IL0017 Common Policy Conditions  
IL8319 OFAC Endorsement  
CU0001 Commercial Liability Umbrella Coverage Form  
CU2101 Exclusion – Athletic or Sports Participants  
CU2112 Exclusion – Abuse or Molestation  
CU2123 Nuclear Energy Liability Exclusion Endorsement  
CU2125 Total Pollution Exclusion  
CU2127 Exclusion – Fungi or Bacteria  
CU2186 Exclusion – Disclosure of Confidential or Personal Information or Data  
CU E01 Additional Exclusions, Limitations and Amendments  
CU E02 Exclusions and Limitations Personal Injury and Advertising Injury  
CU E24 Liberalization Clause  
CU E31 Unintentional Errors and Omissions  
CU E50 Exclusion – All Hazards in Connection with Inflatable Hazards  
CU E71 Personal and Advertising Injury Liability- Following Form  
CU E72 Products-Completed Operations Hazard- Following Form  
CU E73 Watercraft Following Form Endorsement  
CU E74 Contractual Liability Following Form Endorsement  
CU E75 Exclusion – Punitive Damages  
CU E77 Maritime Employer's Liability (Jones Act) Exclusion  
CU E78 Property Damage Exclusion- Real and Personal Property  
CU E79 Employment Benefits Liability Exclusion  
CU E82 Longshoremen's and Harbor Workers' Compensation Exclusion  
CG2170 [Cap on Losses from Certified Acts of Terrorism](#)  
State Mandatory Endorsements

**PREMIUM:** \$2,850

**TERRORISM:** \$114

#### **SUMMARY**

<u>Policy #</u>	<u>Premium</u>	<u>Terrorism</u>	<u>Carrier</u>	<u>Commission</u>	<u>A. M. Best Rating</u>
CNA 7502291-10	\$6,588	\$192	GDIC	25%	A+ XV
CUA 7502288-10	\$2,850	\$114	GDIC	10%	A+ XV

**PLEASE CAREFULLY READ THE ATTACHED POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

The Disclosure Statement must be signed and returned at the inception date of the policy in order to Exclude Terrorism Coverage. If we do not receive the statement by inception, then Terrorism Coverage Premium will be included as indicated, and cannot be deleted for the remainder of the policy term.

## EXHIBIT "C"

<b>AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE</b>
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Subject to the following, do not submit Certificates of Insurance to us. Authority is granted to you and your sub-producer to issue unmodified ACORD certificates of insurance. You and your sub-producer may include on the certificate an accurate representation of the coverage form and endorsements applicable to this policy at the time the certificate is issued.

Certificates of Insurance may only be issued as a matter of information. Certificates of Insurance do not amend, extend or alter coverage afforded under this policy. We do not recognize Certificates of Insurance as endorsement or policy change requests. You must submit a separate written request if an endorsement or policy change (including the addition of additional insured coverage or other coverage) is required.



## EXHIBIT "C"



Fireman's Fund Insurance Companies  
2350 W. Empire Avenue, Suite #200  
Burbank, CA 91504

### QUOTATION

<b>Date:</b> April 24, 2018
<b>To:</b> HUB International Insurance Services, Inc.
<b>ATTN:</b> Cameron Smith

<b>Named Insured:</b>	NDMF, LLC
<b>Proposed Effective Dates:</b>	TBA

<b>Covered Entities</b>
1. NDMF, LLC DBA: Neon Desert Music Festival

<b>Mailing Address</b>
5704 W. HWY 290 Austin, TX 78735

<b>Covered Locations</b>
1. 5704 W. HWY 290, Austin, TX 78735
<b>Festival Locations</b>
1. 510 N Santa Fe St., El Paso, TX 79901

<b>Terms and Conditions</b>
1. Quotation is valid for thirty (30) days.
2. Subject to audit within 30 days of festival.
3. Ownership and operation information for all covered entities is needed at binding.
4. Weather monitoring details and plan.
5. Site emergency plan and safety manual once updated with 2018 information.
6. Newly Executed Contracts for 2018 – vendors, artists, concessionaires, venue and security. No contracts on file for 2017 event.
7. <del>Subject to loss control. Please provide the loss control contact.</del> RECIEVED
8. <del>2018 Site Map</del> - RECIEVED

<b>ASSIGNED POLICY NUMBER(S)</b>
XPB-TBA
XAE-TBA

**NOTE:**

STUNTS, PYROTECHNIC AND ANY HAZARDOUS ACTIVITIES ARE EXCLUDED FROM COVERAGE UNTIL REVIEWED AND APPROVED BY LOSS CONTROL. APPROVAL OF THESE ACTIVITIES MAY ENTAIL ADDITIONAL CHARGES.

**EXHIBIT "C"**

Fireman's Fund Insurance Companies  
 2350 W. Empire Avenue, Suite #200  
 Burbank, CA 91504

☒ **Commercial General Liability**

<b>General Liability</b>	<b>Limits of Liability</b>
General Aggregate Limit	\$2,000,000
Products – Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to you limit (any one premises)	\$100,000
Medical Expense Limit (Any one person)	Excluded

<b>Loc</b>	<b>Description</b>	<b>Code</b>	<b>Basis</b>	<b>Rate</b>	<b>Premium</b>
001	Promoter	81016	m) 40,000	.320	\$12,800
001	Event Production Services	43424	s) if any	2.00	---
	Blanket Additional Insured	49950	Flat	500.00	\$500
	Increased General Aggregate	---	Flat	500.00	\$500
	Blanket Waiver of Subrogation	49950	Flat	1,000.00	\$1,000
	Throwing of Objects Buyback	---	Flat	500.00	\$500

<b>GL Premium</b>	<b>\$15,300.00</b>
<b>Certified Acts of Terrorism</b>	<b>\$918.00</b>
Subject to \$12,800 81016 minimum	

# EXHIBIT "C"



Fireman's Fund Insurance Companies  
2350 W. Empire Avenue, Suite #200  
Burbank, CA 91504

<b>SCHEDULE OF FORMS &amp; ENDORSEMENTS</b>	
Form No.	
CG0001	Commercial General Liability Coverage Form
CG2106	Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability – With Limited Bodily Injury Exception
CG2026	Additional Insured - Designated Person or Organization (Blanket)  The certificate of insurance holder and/or any other person or organization the Named Insured has agreed, in a written contract, that such person or organization be added as an additional insured to this policy, but only to the extent such person or organization is legally obligated to pay for 'bodily injury', 'property damage', or 'personal injury and advertising injury' caused by the Named Insured's acts or omissions.
CG2144	Limitation of Coverage to Designated Premises or Project Project:  Coverage is limited to the 2018 Neon Desert Festival on the following dates and locations, including load-in and load-out dates:  510 N Santa Fe St., El Paso, TX - Event Date: 05/26/18 - 05/27/18
CG2146	Abuse or Molestation Exclusion
CG2101	Exclusion – Athletic or Sports Participants
CG2147	Employment – Related Practices Exclusion
CG2404	Waiver of Transfer of Rights of Recover Against Others To Us (Blanket)
CG7092	Complete Lead Poisoning and Lead Contamination Exclusion
CG7093	Complete Asbestos Exclusion
CG7159	Exclusion – Intellectual Property
CG7277	Fungi or Bacteria Exclusion
145917	Silica Particles Exclusion
600002E	Exclusion of Aircraft Liability
600005E	Amendment Endorsement (E&O Exclusion)
600015PP	Participant/Performer Exclusion
600043E	Pyrotechnics, Explosives and Fireworks Exclusion
600001CSE	Concert Promoter Endorsement
CG2135	Medical Expense Coverage C Exclusion
600045E	Animal Exclusion
600051E	Motorized Events Exclusion
CG7155	Designated Ongoing Operations Exclusion 1) All film production activities and 2) As per attached wording (see last page of quote for full wording)
600044E	Coverage B: Personal and Advertising Injury Liability Entertainment Industry Exclusion
600060E	Exclusion - Asbestos
CG7304	Unmanned Aircraft Exclusion
	PLUS APPLICABLE COVERAGE LINE AND STATE (S) MANDATORY ENDORSEMENTS



# EXHIBIT "C"



Fireman's Fund Insurance Companies  
2350 W. Empire Avenue, Suite #200  
Burbank, CA 91504

## ☒ Inland Marine

Coverage	Limit of Insurance	Deductible
Miscellaneous Equipment **	\$1,000,000	\$2,500
Third Party Property Damage **	\$1,000,000	\$10,000

Valuation	Replacement Cost
Territory - Misc Equipment	Worldwide
TPPD Limitation	Coverage excluded for damage to landscape, lawns, turf, and/or walkways

\*\* Please Note: Coverage is limited to the 2018 Neon Desert Festival.

<b>Inland Marine Premium</b>	<b>\$4,000.00</b>
<b>Certified Acts of Terrorism</b>	<b>\$80.00</b>

## ☒ Commercial Auto

### Hired & Non-Owned Auto

Liability Insurance				Symbol	Limit	Premium
				8,9	\$1,000,000	
		Rate (per \$100 of COH)	Cost of Hire			
NOAL	Local	\$6.51	"If any"			
	Long-Haul	\$12.36	"If any"			
Minimum Premium						<b>\$750</b>

Physical Damage Insurance				Symbol	Limit	Premium
				8	\$150,000	
		Rate (per \$100 of COH)	Cost of Hire	Deductible		
Hired	Local	\$10.00	"If any"	\$1,000		
Minimum Premium						<b>\$500</b>

<b>Hired &amp; Non-Owned Auto</b>	<b>\$1,250.00</b>
<b>Policy Certified Acts of Terrorism Coverage</b>	<b>\$25.00</b>

<b>Information regarding Cost of Hire at Audit:</b>
1. Contracted operator of Passenger Carrying Vehicle has limits of \$5,000,000, names our insured as an additional insured with Certificate obtained. Premium is waived except for minimum.
2. Contracted operator of Passenger Carrying Vehicle has limits of \$1,000,000, names our insured as an additional insured with Certificate obtained. Long Haul rate is reduced to \$5.00 per \$100 COH.
3. Contracted operator of Non-Passenger Truck has limits of \$1,000,000, names our insured as additional insured with Certificate obtained. The premium is waived except for the minimum.

## EXHIBIT "C"



Fireman's Fund Insurance Companies  
2350 W. Empire Avenue, Suite #200  
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☒ **Total Premiums**

General Liability	\$15,300.00
Inland Marine	\$4,000.00
Commercial Auto	\$1,250.00
TX VOL Fire DEPT ASSMT	\$3.69
Certified Acts of Terrorism	\$1,023.00
<b>TOTAL</b>	<b>\$21,576.69</b>

**Company**

American Insurance Company

- Terms and conditions shown here are not intended or represented to be complete. Coverages, conditions, and exclusions are contained in the policy. This quote may differ in perils and coverage from those submitted on your application so please make sure your customer is aware of any differences.
- If Property coverages are requested, please be advised that we do not offer Earthquake or Flood. Nor do we offer Wind coverage in recognized Wind prone states.
- If you have requested Equipment coverage via our Commercial Articles Floater form, be advised that we do not exclude Earthquake, Flood or Wind.
- If the insured elects to reject Terrorism coverage, the signed rejection letter will be required with your bind order.

Commission: GL, IM, HNOA - 20%

Underwriter: *Rachel Gunnerson*

## EXHIBIT "C"



Fireman's Fund Insurance Companies  
2350 W. Empire Avenue, Suite #200  
Burbank, CA 91504

### **Exclusion – Designated Ongoing Operations CG7155**

Description of Your Operations:

1. The following activities whether incidental or ongoing of the Insured, any Additional Insured, Vendor, Concessionaire, or Independent contractor using any premises owned, operated, rented or maintained by the Insured:

Hang Gliding, Parasailing, Parachuting, Tobogganing, Luge, Go-Carts, Motorized Racing of any kind, Monster Truck Events, Skateboarding, Mosh Pit, Stage Diving, Crowd Surfing, Foam or Painting Parties, Swimming Pools, Lakes or Bodies of Water, Snowboarding, Skiing, Trampolines, Bungee Jumping, Zip Line, Skate Park, Wrestling Ring, Waterslides, Inflatable attractions, Haunted Houses, Hot Air Balloon Rides, Sky Coaster, Roller Coasters and all Amusement Park devices, rides or games, Hay Rides, Rodeo, Mechanical Bulls and Saddle Animals, or any similar activity unless prior written approval has been granted by us.

2. Any performance, production or event designed to include or result in "Camping" unless specifically declared and endorsed hereon. For purposes of this exclusion; "Camping" includes, but is not limited to:

- A) The use of a tent, a temporary structure or no shelter at all; and
- B) Spending one or more nights at an outdoor impromptu or dedicated area; and
- C) Any onsite or offsite outdoor area used for the purpose of sleeping, resting or meetings.

3. Any temporary or permanent bridge or similar structure used by spectators or to transport spectators, if such bridge or similar structure is not controlled by or was not constructed by the Named Insured.