



**LICENSE AGREEMENT
FORD IDAHO CENTER**

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this **18th** day of **October, 2016**, by and between **GLOBAL SPECTRUM, L.P.**, a Delaware limited partnership d/b/a Spectra Venue Management (hereinafter "Licensor"), as agent on behalf of the City of Nampa, Idaho, and **Todd Cady on behalf of Columbia High School**, having its Principal offices at **301 S Happy Valley Rd, Nampa, ID 83687** (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensor is operator of a multi-sports and entertainment facility in the City of Nampa, ID known as the **Ford Idaho Center**; and

WHEREAS, Licensor has the power and authority to license the use thereof to others for the purpose of holding and presenting certain events; and

WHEREAS, Licensee desires to license the use of the **Ford Idaho Center Arena** and its facilities from Licensor, and Licensor desires to license the use thereof to Licensee, for the purpose of holding and presenting **Rollie Lane Wrestling Tournament** (the "Event"), all subject to the terms and conditions set forth below.

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

1. Grant Of License; Licensed Premises. Licensor hereby grants to Licensee license to use, and Licensor shall make available to Licensee, that portion of the **Ford Idaho Center Arena** and its facilities as may be necessary for the presentation of the Event (the "Arena"), including the Arena's floor, seating facilities, access areas, public address and scoreboard, sound systems, dressing rooms, press rooms, corridors, stairways, walks and lavatories in or about the Arena, and such other areas or parts of the Arena as may be necessary for the presentation of the Event, all upon the terms and conditions set forth herein. The License granted hereby does not extend to or include the parking areas or non-public areas in and around the Arena, unless otherwise specifically designated by Licensor. Licensee hereby agrees to, and shall, use the Arena to hold and present the Event as contemplated by this Agreement.

Signed
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2. Term.

A. Term of Use. Unless this Agreement is earlier terminated pursuant to the provisions hereof, the Event shall commence on **Friday January 6, 2017 at 7:00am** and shall expire on **Saturday January 7, 2017 at 11:59pm**. In addition to the period set forth in the preceding paragraph, Licensee shall have access to the Arena for (i) preparation of the Event and delivery, move-in and set-up of Licensee's freight and other properties prior to the Event on **Friday January 6, 2017 at 7:00am** and (ii) load-out immediately following conclusion of the Event on **Saturday January 7, 2017**, ending at a mutually agreed time but in any event no later than 11:59 p.m. on **Saturday January 7, 2017**. The periods of use described above in this Subsection 2.A. are referred to collectively in this Agreement as the "Term." If the Event (or any session thereof) shall run beyond 11:59 P.M. on any of the Event nights, or if load-out shall run beyond the mutually agreed upon time, Licensee shall be liable for any additional expenses incurred by Licensor, including but not limited to payments to union labor, if applicable.

B. Doors Open. Licensor agrees to open the Arena to the public at least one (1) hour before the Event (or each session thereof).

3. Duties of Licensee. In connection with the presentation of the Event, Licensee shall, at Licensee's cost, provide (or cause to be provided) and/or procure the following:

A. Performers and Staffing; Equipment and Other Items.

(1) All participants and staff required for the proper presentation of the Event, including but not limited to **the participants, trainers, coaches, referees, vendors, mats, volunteers**, performer medical staff, and any other staff required for the proper presentation of the Event and, where specified by Licensee, sound system, lighting, staging, technical, catering and set-up personnel regularly employed by Licensee in presenting the Event, together with Workers' Compensation Insurance with respect to such personnel; and

(2) All tangible items of property necessary for the proper presentation of the Event.

B. Licenses and Permits. In accordance with Section 9 below, all licenses and permits, including ASCAP, BMI, SESAC and similar performance licenses, required for the use of copyrighted or licensed music in connection with the presentation of the Event, and otherwise required in connection with the use of the Arena for the Event, all of which shall be procured by Licensee prior to commencement of the Term and presented to Licensor upon request;

C. Promotion. The advertising, promotion and publicity campaign necessary and desirable to promote the Event. Licensor shall not have any responsibility whatsoever for the advertising campaign unless otherwise agreed to by the parties in writing;

D. Licensor Tickets. Complimentary tickets for each session of the Event, in accordance with Subsection 8.B. below; and

E. Event Delivery and Move-Out Coordination. Coordination of any and all deliveries for the Event (or each session thereof) and timely move-out following the Event.

4. Duties of Licensor. In connection with the presentation of the Event, Licensor shall provide (or cause to be provided) the following. Unless otherwise expressly indicated, Licensor's cost of providing the below items and services shall constitute a reimbursable expense, payable by Licensee in addition to the Base License Fee (as defined in Subsection 6.A.(1) below):

A. Arena Premises. The Arena, including the general concourse area, public address systems and such other parts or areas of the Arena as may be necessary for Licensee to present and produce (if applicable) the Event (the costs of which shall be included within the Base License Fee);

B. Utilities. Electricity and other utilities for lighting, heating, air conditioning and other services used in conjunction with the Event and the set-up and removal related thereto;

C. Cleaning. Cleaning and janitorial service during and after the Event;

D. Support Personnel. All necessary support services, including, but not limited to, all ancillary staff necessary to hold the Event at the Arena (other than those being provided by Licensee pursuant to Subsection 3A(1) above), including ushers, doormen, emergency medical technicians (for patrons only), security guards and supervisors (including overnight security), change-over and set-up crew, house plumber, heating and air conditioning superintendent, electrician, carpenter, telephone operator, ticket takers and box office services for the day or evening of each session of the Event;

E. Additional Requested Items and Sources. Additional items, personnel and services, other than those set forth above, which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, such as stagehands, electrician, additional production requirements, catering, and lighting and/or sound equipment other than the current sound or lighting system in Arena, all of which shall be subject to the approval of Licensor;

F. Parking. **A buyout fee shall be included as part of the ticket sales for each session of the Event;** and

5. Event Marketing and Sponsorships.

A. Marketing Campaign.

(1) Licensee, at its expense, shall provide the necessary personnel to, and shall use its reasonable best efforts to, market and promote the Event.

(2) All advertisements for the Event shall be developed by Licensee (including, but not limited to, all advertising publicity material, promotions material, press releases, posters, flyers and handbills) and shall be produced at the sole cost and expense of Licensee.

(3) Licensee shall make mention of the name "FORD IDAHO CENTER" as the site of the Event in connection with any advertising or promotion thereof. All promotional materials shall contain the standard "Ford Idaho Center" logo positioned full width across the bottom.

(4) All advertisements for the Event presented pursuant to the provisions of this Agreement (including but not limited to, all advertising, publicity material, promotions material, press releases, posters, flyers, handbills and radio and television commercials) shall be submitted by Licensee to Licensor for its prior approval before use.

(5) If Licensee seeks the assistance of Licensor with respect to group sales for the Event, Licensee shall pay Licensor a TEN (10%) percent commission for all group sales tickets sold by Licensor's Group Sales Department, plus approved expenses. Said commission shall be calculated upon the gross ticket price less applicable sales or amusement taxes and fees.

(6) Licensee acknowledges and agrees that, notwithstanding any marketing or other related assistance which may be provided to Licensee by Licensor (although Licensor is not obligated to provide same), Licensor has made no and disclaims any purported or actual representation or warranty as to the results or success which can be expected from the Event, including without limitation, ticket sales or the profitability of the Event, and thus Licensee acknowledges and agrees that Licensor shall in no way be responsible for the actual results from or success of the Event.

B. Advertising and Sponsorships.

(1) Without the prior written approval of Licensor, which approval may be withheld in Licensor's sole discretion, Licensee shall not permit any commercial banner, signage, advertisement, promotional announcement, or inflatables to be posted, made or displayed outside or inside the Arena. Licensee will not permit the sale or distribution of helium balloons or other inflatable items, bumper stickers or any other items with adhesive surfaces at, in or near the Arena.

*Banners
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(2) Subject to the provisions of Subsection 5B(1) above, Licensee shall have the right to sell sponsorship for the Event. All revenues generated from the sale by Licensee of such sponsorship shall be retained by Licensee, provided that all such sales shall be subject to the prior written approval of Licensor.

(3) Licensor hereby retains the right to sell sponsorships for the Event (in addition to Licensee), for which Licensor shall receive a commission of Twenty (20%) percent on gross sales revenues from such sales. All remaining revenues shall be split Fifty/Fifty (50/50) between Licensor and Licensee at the time of settlement in accordance with Subsection 6.C.

1

6. Compensation.

A. License Fee. In consideration of the license granted hereby and Licensor's agreement to provide the items set forth in Paragraph 4 hereof, Licensee shall pay Licensor the following sums (collectively, the "License Fee"):

(1) A flat fee of **Zero dollars (\$0.00)** (the "Base License Fee") for the entire facility known as "**Ford Idaho Center Arena**"; **instead Licensor shall retain 100% of ticket sales priced as follows: Adults: Friday Pass \$11.00, Saturday Pass \$14.00, 2-day Pass \$20.00; Seniors: Friday Pass \$10.00, Saturday Pass \$13.00, 2-day Pass \$17.00; Students: Friday Pass \$9.00, Saturday Pass \$12.00, 2-day Pass \$15.00; kids 12 and under are free;** to include the following: building rent, building labor, box office fee, set-up and tear down, cleaning and supplies, required or requested security (backstage, mix, pat downs, barricades, trucks & buses security), in-house equipment, phones and internet, utilities; plus:

(2) Base License Fee **shall not include** the following reimbursable expenses:

a. 3% of all credit card charges on tickets, if tickets are sold.

(3) **Additional Event Related Expenses and Reimbursements.** The following event related expenses and reimbursements are not included in the License Fee and as such shall be included and paid in final settlement:

a. Any required or requested event production or other requests/needs including but not limited to: production rental (sound, lights, cameras, & video elements), outside rental company needs/requests, stagehands, electrician, ambulance (if required), catering, unique or above and beyond security detail, police, and any special equipment or personnel needed for these productions and services.

b. **Licensee shall receive a \$1.00 rebate for every ticket/pass sold. This includes one-day and two-day passes.**

B. Non-Refundable Deposit. A **non-refundable deposit in the amount of Zero Dollars (\$0.00)** is due and payable to Licensor upon execution of this Agreement. Such deposit shall be credited to the Base License Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor. If at any time prior to the Event, Licensor determines that the deposit paid by Licensee under this paragraph plus the amount of ticket proceeds held by Licensor at such time is less than the amount of the Base License Fee plus reimbursable expenses to be paid by Licensee hereunder, Licensor may demand that Licensee pay an additional deposit up to the amount (when added to the deposit and ticket proceeds then held by Licensor) to equal the amount of the Base License Fee plus reimbursable expenses to be paid by Licensee hereunder, in which case Licensee shall pay to Licensor such additional deposit within five (5) days of such demand (and Licensee's failure to do so shall constitute a material breach hereunder).

C. Settlement. Upon conclusion of the Event (or each session of the Event, if applicable), Licensor and Licensee shall conduct a settlement respecting all items of income and expense which are the subject of this Agreement. At such settlement, Licensor and Licensee shall account to the other for all items of income and expense which are the subject of this Agreement, and make payment to the other (if applicable) of any and all sums due to the other in accordance with this Section 6. In the case of a multi-session Event, in addition to settlement following each session of the Event, a final settlement shall be made by the parties within seven (7) business days following the expiration of the Term. Any amounts due and payable to Licensor which are not paid within 24 hours after the conclusion of an Event shall accrue interest from the date due until paid at the highest rate allowed by the laws of the State of Idaho.

D. Licensor Reserved Revenues. Licensee acknowledges that use of all Suites and other Premium Seating areas in the Arena are not hereby licensed or provided by Licensor to Licensee and agrees that any revenue derived from the utilization or license of such Suites and other Premium Seating areas in connection with the Event shall be for the sole account of Licensor.

E. No Set-Off. Licensee shall pay Licensor the License Fee and any and all additional amounts due hereunder without abatement, deduction or set-off.

7. Concessions; Merchandising; Programs.

A. Concessions Reserved to Licensor. Licensor specifically reserves to itself, and to its assigned or designated concessionaires and agents, the right to sell, and proceeds from the sale of, food, refreshments and beverages, parking privileges, novelties, and all other concessions at the Event (except as otherwise provided in Subsection 8B below). Licensee shall not sell or distribute, whether or not on a complimentary basis, any food, beverage or other merchandise and shall have no right to operate a concession during the Event, without obtaining Licensor's prior written approval.

B. Souvenir and Merchandise Concessions. With respect to souvenir and merchandise concessions, including programs, Licensor, or persons designated by it, shall sell such merchandise, at mutually agreed-upon prices, and all proceeds from the sale thereof, after deduction of applicable taxes and city licenses and inspections charges, **shall be divided One Hundred (100%) percent to Licensee and Zero (0%) percent to Licensor.** Prior to the commencement of the Term, Licensee shall deliver, or cause to be delivered, all souvenirs and merchandise to be sold by Licensor hereunder. Licensee shall insure against and bear the risk of damage, theft or other loss of such merchandise, whether or not such merchandise is in the possession or control of Licensor at the time of such loss, and shall be responsible for all freight and transportation of such merchandise to and from the Arena. Contents of any programs Licensee wished to provide for sale at the Event shall be subject to Licensor's reasonable approval.

8. Ticket Sales.

A. Generally.

(1) Licensee has no right by virtue of this license to sell or distribute tickets to the Event, it being understood that Licensor retains the sole right to control the means and manner of sale and distribution of tickets. Licensee acknowledges the exclusive nature of the contract between Licensor and its ticket sales company for the sale and distribution of all tickets for events at the Arena, including without limitation, the Event. Licensor shall be solely responsible for paying and remitting to the ticketing company all "inside" charges imposed by the ticketing company upon the even promoter or venue at the prevailing rate.

(2) Licensor shall not permit tickets or passes in excess of the seating capacity of the Arena to be sold or distributed. Licensor agrees that any seat with limited or impaired vision shall not be placed on sale unless written approval is received from Licensee and, if permission is granted, such tickets shall be clearly marked accordingly as "OBSTRUCTED".

(3) During the Term hereof, all admittance into the Arena shall be by ticket only. The Arena will be reserved seating, unless otherwise agreed by Licensor in writing, and all registrants will be registered to a designated seating level based upon available seating after all production seating holds (if applicable) have been determined. The form and content of the tickets shall be in accordance with any and all Licensor rules and regulations.

(4) Licensee shall have the right to review the seat allocation for all reporters, critics, reviewers and other working press personnel which have been made by Licensor.

(5) No interruption or malfunction of the computerized ticket system or the ticketing company's services shall be deemed a breach of this Agreement by Licensor or render Licensor liable for damages or entitle Licensee to be relieved of any obligations under the terms of this Agreement; provided, however, Licensor agrees that it shall in good faith exercise all remedies available to Licensor to enforce the terms of its agreement with the ticketing company in the event of a breach thereof by the ticketing company which negatively affects Licensee's ability to offer for sale tickets to the Event, and shall coordinate with Licensee to take appropriate remedial action in the event of any interruption or malfunction of the computerized ticket system or the ticketing company's services, if any, which negatively affects Licensee's ability to offer for sale tickets to the Event.

B. Box Office Services.

(1) Licensor shall provide box office services to Licensee at the Arena box office location for the Event.

(2) Licensee shall reimburse Licensor for the costs of any and all bank or merchant fees on tickets to the Event sold at the Arena box office and paid for by credit card, charge card or debit card.

C. Complimentary Tickets. Licensee agrees to provide Licensor, at no cost or expense to Licensor, with **Fifty (50) complimentary tickets** for each session of the Event, with locations of

seats to be in the highest priced category available for sale to the general public, and, at seated events, Licensor's tickets shall consist of multiples of four (4) contiguous seats.

D. Application of Receipts and Licensor's Privilege to Withhold Funds. Licensor shall act as the custodian of all box office receipts, and Licensor or its concessionaire shall act as the custodian of all receipts from concessions. All such receipts (net of taxes) may be applied by Licensor towards the payment of the License Fee and as otherwise necessary to discharge Licensee's obligations to Licensor hereunder, including, without limitation, any claims or damages for which Licensee may be liable to Licensor under Section 13 or otherwise. Licensee hereby grants Licensor a first lien upon and security interest all such receipts to secure Licensee's obligations to Licensor hereunder and hereby waives all of its rights to any box office and concessions receipts that are necessary to pay to Licensor the sums due to Licensor pursuant to this Agreement.

9. Permits and Licenses.

A. Governmental Permits. Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits and approvals that may be required in connection with the use of the Arena for the Event, including, without limitation, those required by ordinances, rules, regulations of governmental authorities. In the event that any minor or foreign national is scheduled to appear in the Event which is the subject of this Agreement, Licensee shall, in advance of such Event, obtain all necessary Employment Certificates and other permits and authorizations as may be required by any governmental authority.

B. Music Performance Licenses. Licensee shall procure, in advance, all licenses required by any music performance societies, such as ASCAP, BMI and SESAC, for music or other works to be utilized or displayed in connection with the Event. Licensee agrees to make direct payment and accounting to ASCAP, BMI, SESAC and any other similar organizations for the use of musicians and/or musical works in the Event and at the request of Licensor to furnish proof of payment.

C. Performer Releases. Licensee shall not use the name, likeness or image of any player, performer or other attraction in connection with the Event or the advertising thereof unless Licensee shall have entered into a license or similar agreement with such party respecting such rights.

10. Broadcasting and Recording. Subject to Licensor's prior written approval to the extent of Licensor's rights therein, and subject further to any third parties with which Licensee contracts to transmit or broadcast the Event securing in advance and maintaining insurance acceptable to Licensor, Licensee may film, videotape, broadcast or transmit the Event in any and all media from the Arena (the "Media Rights"), but excluding the use of the image of the Arena, the Arena's name or logo or Licensor's name or logo, unless expressly approved by Licensor in writing. Licensee shall be solely responsible for all costs and expenses related to the use or exercise of the Media Rights. A location/origination fee, in an amount to be determined by Licensor in its sole discretion, may be charged by Licensor to Licensee for the Media Rights, which fee shall be payable in advance. Licensee shall cause all entities with which Licensee contracts to broadcast the Event to

arrange with Licensor in advance of the Term the terms and conditions (which must be satisfactory to Licensor in its sole discretion) under which such entities may have access to, and the use made by such parties of, the Arena.

11. Insurance.

A. CGL Coverage. Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee that names Licensor as a named insured, and which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement), and Licensee's contractual undertaking of the liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury, property damage and personal injury. Licensee shall cause such insurance to be endorsed with an endorsement that the insurance issued to Licensee shall be primary to and not contributory with any insurance coverage or self-insured program of Licensor or any of the other additional named insureds listed below, and that such insurance shall be excess to any insurance issued to Licensee. Licensee shall also cause the required policy of insurance to include Global Spectrum L.P., the City of Nampa, and the Ford Idaho Center as an additional named insured. Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend Licensor or the City of Nampa pursuant to Section 12 hereof.

B. Workers' Compensation Coverage. Licensee shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

C. Certificates of Insurance. Licensee, at least thirty (30) days prior to the commencement of the Term (or immediately upon execution hereof, if less than thirty (30) days remain before the Term's commencement), shall provide to Licensor evidence of the insurance required pursuant to Subsections 11.A. and 11.B. above. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to Licensor. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Idaho or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

D. Failure to Obtain Insurance. Licensor shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Arena until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Licensor. Licensee's failure to maintain the insurance required herein may, at the sole discretion of Licensor, result in termination of this Agreement. **IN THE EVENT OF SUCH TERMINATION BY LICENSOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY LICENSOR TO LICENSEE, AND LICENSOR SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY**

AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY LICENSOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER.

E. Coverage by Licensor. In the event that Licensee fails to procure and present the aforesaid insurance, Licensor shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the License Fee due and payable hereunder.

12. Indemnity; Release of Liability.

A. Indemnification. Licensee hereby agrees to indemnify, defend, save and hold harmless Licensor, City of Nampa, and any other present or future lender providing financing to the City of Nampa in connection with the construction or operation of the Arena, and their respective successors and assigns, and each of their respective partners, agents, officers, directors, employees and representatives (collectively, "Indemnitees") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses ("Claims or Costs"), occasioned in connection with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensee, or (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or artists appearing in the Event (including support personnel in connection with the presentation of the Event), persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Arena by Licensee, during the Term or any other time while the Arena (or any part thereof) is used by or are under the control of Licensee. It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against Licensor, and this Agreement is deemed a written agreement for indemnity under the Idaho Workers' Compensation laws. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

B. Condition of Licensed Premises. Except as expressly set forth herein, Licensor makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Arena, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Arena. Accordingly, Licensee acknowledges and agrees that it has made an adequate investigation and inspection of the Arena and has made its own determination regarding the suitability of the Arena for Licensee's proposed use and is satisfied with the condition, fitness and order thereof. Licensee further agrees that the Arena shall be delivered by Licensor to Licensee "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Licensee hereby waives any claims against Licensor and the Indemnitees for defects in the Arena, including latent defects. Commencement of the use of the Arena by Licensee shall be conclusive that the Arena was in good repair and satisfactory condition, fitness and order when such use commenced.

C. Risk of Loss. None of Licensor nor any of its officers, partners, employees or agents shall be responsible or liable for any loss or damage to the personal property of Licensee or its employees, players, performers or agents in connection with Licensee's use of the Arena hereunder. Licensee acknowledges and agrees that all of its property or property of others in the Arena shall be used and/or stored in the Arena at the sole risk of Licensee, and Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs related thereto to the fullest extent permitted by law.

13. Default; Remedies Upon Breach.

A. Default by Licensee. The following events shall constitute a "Default" by Licensee under this Agreement:

(1) breach by Licensee of any material representation, warranty, covenant, condition or obligation set forth in this Agreement and not otherwise specifically addressed in subsections 13.A(2) through 13.A(10) below, which breach is not cured within ten (10) days following notice to Licensee of such breach, provided that in the event Licensor may suffer irreparable harm as a result of Licensee's breach, it shall not be required to give notice or wait any period of time before pursuing any remedies hereunder or under applicable law;

(2) material violation of the Arena's rules and regulations;

(3) any misrepresentation by Licensee to Licensor regarding the subject matter of the Event or materials used in connection with the Event;

(4) partial or total abandonment by Licensee of the Arena, or failure of Licensee to use the Arena on a performance day as contemplated herein;

(5) failure of Licensee to obtain the insurance or any license or permit required hereunder;

(6) the return of any Licensee check for insufficient funds;

(7) cessation by Licensee of its business as a going concern, or the insolvency or bankruptcy of Licensee or the initiation of any bankruptcy or other insolvency proceedings by or against Licensee, or the appointment of a receiver or trustee for Licensee or Licensee's property; or

(8) any attempt by Licensee to assign this Agreement in violation of Subsection 19.C. below.

In the event of a Default by Licensee, Licensor may terminate this Agreement upon notice to Licensee, and all monies held hereunder may be applied by Licensor for the payment of the License Fee, sales or amusement taxes, or other charges due and payable to Licensor at the date of the Default. Licensor may, after the occurrence of an event of Default, enter and remove all persons

from the Arena and all or any property therefrom, and sell such property as a setoff against monies owed to Licensor hereunder. In the event of a breach or threatened breach by Licensee of any of its agreements or obligations hereunder, Licensor shall have the right of injunction and the right to invoke any other remedy allowed at law or in equity. Licensor's rights and remedies set forth in the paragraph in connection with a Licensee Default shall be cumulative, and shall be non-exclusive of all other right and remedies under this Agreement, at law or in equity, including without limitation the right to recover all damages suffered by Licensor.

B. Default by Licensor. In the event that Licensor fails to perform or observe any of the covenants, conditions or obligations in this Agreement, Licensee shall provide Licensor with written notice specifying the failure with particularity, and Licensor shall have at least ten (10) business days from its receipt of such written notice to cure such failure. If such failure is not cured within such ten (10) business day period, Licensee's sole and exclusive remedy shall be to seek an action for actual damages (but not special, incidental, consequential, punitive, or exemplary damages or lost profits) in an amount not to exceed the License Fee paid to Licensor hereunder.

14. Compliance With Laws and Arena Rules.

A. Legal Compliance. Licensee shall fully abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of Idaho, the City of Nampa, and their respective agencies, as well as all rules and regulations of Licensor for the use, occupancy and operation of the Arena. If Licensee is controlling any sale or distribution of tickets, Licensee will comply with all federal, state and municipal laws, statutes, ordinances or regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and file returns and pay all such taxes or charges immediately when due.

B. Morals Clause. Licensee shall not use or attempt to use any part of the Arena for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor.

C. Non-Discrimination. Licensee agrees not to discriminate against any employee or any applicant for employment for any reason prohibited by law, and further agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law.

15. Use of Premises.

A. Return of Premises. Licensee agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Arena. Upon expiration of the Term, Licensee shall deliver up to Licensor the premises in as good condition and repair and in the condition received at the beginning of the Term, excepting usual wear and tear.

B. No Combustibles. If Licensee brings into the Arena any displays, props, decorations, materials or other personal property, it must fully comply with the Fire Code of the City of Nampa, *i.e.*, all wiring on booths or display fixtures must meet the rules and standards of the City of Nampa Board of Fire Underwriters and Fire Department. Among other precautions, cloth, paper decorations, pine boughs, leaves, tree branches and all other decorations must be flameproofed. Use of combustible material is forbidden.

(1) Licensee understands that approval from the Fire Marshall's Office and a Permit from the Department of Licenses and Inspections must be obtained before bringing into the Arena explosives, gasoline, kerosene, acetylene or other fuel or combustibles. Such a permit shall be submitted for review to Licensor upon receipt and prior to the commencement of the Term.

(2) Licensee understands that the fire fighting equipment in the buildings, such as fire extinguishers and fire hose cabinets and exits, shall not be covered or concealed in any manner whatsoever from public view or access.

C. Hazardous Substances. Licensee, its employees and agents, and any exhibitors, patrons, invitees or other participants in the Events covered by this Agreement are prohibited from allowing any hazardous substance to be brought into the Arena or surrounding property. If any governmental authority or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substances that occurs as a result of Licensee's use of the Arena or entry on the surrounding property, Licensee shall, at Licensee's expense, prepare and submit the required plan and all related bonds and other financial assurances, and Licensee shall carry out all such cleanup plans. Licensee agrees to indemnify Licensor and the City of Nampa and their respective members, officers, directors, agents and employees against any claims, costs and expenses of any kind, whether direct or indirect, incurred voluntarily or pursuant to any state or federal law, statute, regulation or order, for the cleanup, extraction, detoxification or neutralization of any release of any hazardous substance associated with or arising from the Licensee's use of the Arena or entry onto the surrounding property. Licensee's obligations under this paragraph survive termination or expiration of this Agreement.

D. No Vehicles or Live Animals. No gasoline motor driven vehicles will be permitted to enter into the building, and no live animals will be permitted to enter or remain in the Arena (other than a properly and safely muzzled "seeing eye" dog accompanying a blind person), except at Licensor's discretion.

E. Duty of Care. Licensee shall use the Arena in a safe and careful manner.

F. Licensor Access.

(1) Licensor and its authorized representatives shall have the right at all times to enter upon and have access to the Arena.

(2) A duly authorized representative of Licensee shall be in attendance at the

Arena when the doors are opened and throughout the Event scheduled hereunder. Licensee shall provide all of its representatives and working personnel to be admitted to any part of the Arena with distinctive, visual identification which shall be approved by Licensor prior to the commencement of the Term.

G. Licensor Control. In licensing the use of the Arena to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. The decision of Licensor's representative as to the number of persons that can safely and freely move about in the Arena shall be final.

H. Entrances, Etc. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Arena shall be kept unobstructed by Licensee and not used for any other purpose other than ingress or egress.

I. Disorderly Persons. Licensor reserves the right at all times to control any and all employees, agents and contractors of Licensee, and Licensee hereby appoints Licensor, or any servant, employee or agent of Licensor, Licensee's agent to refuse admission to or to cause to be removed from the Arena any disorderly or undesirable person, including Licensee's employees, agents and contractors, as determined by Licensor in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Licensor and the Indemnitees on account thereof. If the Event is cancelled by Licensor, in its sole discretion, as a result of the disorderly conduct of the artist, participant, performer or other person appearing at the Event, or for any of such party's refusal to perform (except in cases where the immediate safety of such parties is concerned), Licensee shall be in breach of this Agreement. **Licensee shall be solely responsible to Licensor for the (i) conduct and activities of artists, participants, performers or exhibitors participating in the Event which, for purposes of this Agreement, shall be deemed to be the conduct and activities of Licensee, and (ii) for any and all Claims or Costs arising as a result of any such conduct or activity or refusal to perform (except in cases where the immediate safety of such parties is concerned).**

J. No Solicitations. No collections, solicitations, raffles or lotteries, whether for charity or otherwise, shall be made, attempted, authorized, conducted or announced, as applicable, by Licensee at or around the Arena without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion.

K. Concurrent Events. Licensee acknowledges and agrees that the Arena is part of the Ford Idaho Center, which consists of multiple venues, including the Ford Amphitheatre, the Ford Arena, and the Ford Sports Park, and that Licensor has the right to conduct concurrent events at any or all of such venues during the Term.

L. Safety Precautions. Licensee acknowledges and agrees that Licensor shall have the power to extinguish all utilities and order the evacuation of all or any portion of the Arena, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in its sole judgment, danger is imminent or dangerous circumstances have already occurred and such

action is necessary to secure the safety and welfare of persons or property. **In such event, Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs related thereto, irrespective of whether such Claims or Costs arise out of the negligence (whether ordinary or gross) of Licensor or the Indemnitees.**

M. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any violations with ADA, including, without limitation, those that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

16. Arena Marketing. Licensee shall cause each performer or artist appearing at the Event (each referred to herein as a "Performer") to grant to Licensor and the Arena, and their respective successors and assigns (collectively, "Arena Marketing Entities") the worldwide, perpetual, and irrevocable right and permission to use or appropriate the Performer's name, likeness, signature, photograph, voice, performing persona, or other "indicia of identity" for the purpose of (i) providing information about events at the Arena, (ii) to advertise and promote the performance of Performer at the Arena, and to sell, solicit or promote the purchase of tickets for such performance or any merchandise, goods, or services associated with such performance, and (iii) general promotion of the Arena Marketing Entities, such as in providing information about past, as well as future, performances at the Arena.

17. Loss of Use of Arena; Force Majeure.

A. Casualty Loss or Force Majeure Affecting the Arena or Licensor. Should the Arena or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure (defined below) shall render the fulfillment of this Agreement by Licensor impracticable, this Agreement shall cease and terminate and Licensor shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, Licensor shall return the Deposit to Licensee, less any out-of-pocket costs incurred by Licensor in connection with the Event (for which Licensee shall remain liable). **Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs on account of such termination; irrespective of whether such Claims or Costs arise out of the negligence (whether ordinary or gross) of Licensor or the**

Indemnitees.

B. Force Majeure Affecting Licensee. Should Licensee be unable to take possession of the Licensed Premises or present the Event due to an Event of Force Majeure, without limiting the terms of Section 17.A above, neither Licensor nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments with the exception of the Deposit, which is nonrefundable.

C. Definition of Event of Force Majeure. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any covenant, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure. Upon removal or cessation of the Event of Force Majeure, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term (if any).

18. Miscellaneous.

A. Entire Agreement. This Agreement (including any and all exhibits hereto) reflects the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral, between the parties hereto. No representation, inducements or agreements, oral or otherwise, between the parties not contained, expressly incorporated or embodied herein shall be of any force and affect. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits, the terms of this Agreement shall govern. This Agreement may only be modified or amended by a subsequent written agreement signed by both parties hereto. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, OR SALES PERSON OF EITHER PARTY HERETO OR OF THE OWNER OF THE FACILITY, OR ANY THIRD PARTY, HAS THE AUTHORITY TO MAKE, HAS MADE, OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE, OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT. THE LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE**

EVENT IS SOLELY THAT OF THE LICENSEE'S OWN DETERMINATION AND JUDGMENT.

B. Notices. Notices by Licensor and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by telecopier with confirmation of transmission, (iii) mailed by certified mail, return receipt requested, postage prepaid, or (iv) delivered by duly recognized air courier service to the following addresses:

Licensee: Columbia High School
Attn: Todd Cady
301 S Happy Valley Rd
Nampa, ID 83687
Phone: 208-880-2810
tcady@nsd131.org

Licensor: Global Spectrum, LP
Ford Idaho Center
16200 Idaho Center Blvd
Nampa, ID 83687
Attn: General Manager
Fax: 208-442-3312

D. Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Arena be sublicensed by Licensee without the prior written consent of Licensor in each instance, which may be withheld in Licensor's sole discretion. Any attempt by Licensee to assign this Agreement or sublicense its right to use the Arena without the prior written consent of Licensor shall be null and void and shall constitute a Default by Licensee under this Agreement. In the event that Licensor permits such an assignment or sublicense, Licensee shall cause the assignee or sublicensee to enter into an agreement, acceptable to Licensor, whereby such assignee or sublicensee agrees to abide by all the terms, obligations and conditions of this Agreement. The term "assignment" or "sublicense" as used in this Agreement shall include any and all transfers of Licensee's interest in this Agreement, whether voluntary or involuntary. Licensor may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Arena.

E. No Agency. The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein. Further, no agent, servant or employee of Licensee or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of Licensor.

F. Attorneys Fees. In case any suit or action is instituted by Licensor to enforce compliance with this Agreement, including all appeals, Licensor shall be entitled to recover

reasonable attorney fees and expenses from Licensee, in addition to the costs and disbursements provided by statute.

G. Governing Law and Choice of Forum. This Agreement is entered into in the State of Idaho and, in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to its principles of conflicts of laws. Any action arising out of or in connection with this Agreement or the conduct, acts or activities of the parties hereunder shall be brought in the federal or state courts located in Canyon County, and the parties hereby submit to the exclusive jurisdiction of those courts and consent to venue in those courts for any such actions or proceedings.

H. Waivers. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.

I. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

J. Headings. Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

K. No Third Party Beneficiaries. Any agreement to pay an amount and any assumption of liability herein contained, expressed or implied, shall be only for the benefit of the undersigned parties and their respective successors and permitted assigns (as herein expressly permitted), and such agreements and assumptions shall not inure to the benefit of the obligee or any other party whomsoever (except for the Indemnitees), it being the intention of the undersigned that (except with respect to the Indemnitees), no other party shall be or be deemed to be a third party beneficiary of this Agreement.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

M. Power and Authority. Licensee represents and warrants to Licensor that it has the full right, power and authority to enter into and perform this Agreement, and that the person whose signature appears below is duly authorized to execute and deliver this Agreement on behalf of Licensee.

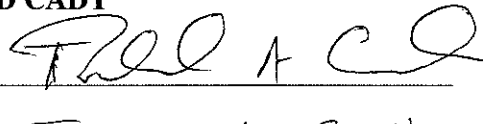
N. Withholding. Licensee acknowledges that, in the event Licensor believes, in its sole discretion, that any of the artist(s) or performer(s) that are the subject of the Event may be "non-resident aliens" (as defined in Section 7701(b)(1)(B) of the United States Internal Revenue Code ("IRC")), then Licensor shall have the right, notwithstanding any provision of this Agreement to the

contrary, to withhold up to thirty percent (30%) of any amounts owed by Licensor to Licensee hereunder, for purposes of remitting such amounts to the United States Treasury in compliance with IRC Section 1441; provided, however, Licensor shall not withhold any amounts in the event either (i) Licensee provides to Licensor prior to the Event a written certification, in a form acceptable to Licensor in its sole discretion, that there are no "non-resident aliens" (as defined under the IRC) performing at the Event, and Licensor has no reasonable basis to believe otherwise, or (ii) such artist(s) or performer(s) have, prior to the Event, entered into a Central Withholding Agreement ("CWA") with the IRS and a withholding agent, and Licensor has been provided with a copy of the CWA prior to the Event

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

Licensee:

TODD CADY

By: 

Name: TODD A. CADY

Title: Tournament Director

Date: November 2, 2016

Licensor:

**GLOBAL SPECTRUM, L.P., d/b/a Spectra Venue
Management, As Agent for the City of Nampa**

By: _____

Name: _____

Title: General Manager

Date: _____