

**IRVING CONVENTION CENTER at LAS COLINAS/SMG****USE LICENSE AGREEMENT****TWC RFP 3202400008**

**THIS USE LICENSE AGREEMENT** (together with the Standard Terms and Conditions that are attached hereto, collectively the “**Agreement**”) is entered into as of the **5<sup>th</sup> day of September, 2023**, by and between SMG, a Pennsylvania general partnership, with an address in West Conshohocken, PA (“**SMG**”), and the following licensee (the “**Licensee**”):

Name of Licensee	Address of Licensee
<b>Texas Workforce Commission Texas Conference for Employers</b>	<b>101 E 15<sup>th</sup> Street, Rm 206, Austin, TX 78778-0001</b> <b>Attention: Susan Miller</b> <b>Copy: Alberto Alvarado</b> <b>512.756.3827 <a href="mailto:alberto.alvarado@twc.texas.gov">alberto.alvarado@twc.texas.gov</a></b>

**BACKGROUND:** SMG is a party to a certain management agreement (the “**Management Agreement**”) dated as of February 22, 2007, with the City of Irving, Texas (the “**Owner**”), whereby SMG has been retained to act as Owner’s managing agent with respect to a facility that is commonly known as the Irving Convention Center at Las Colinas (the “**Facility**”), that is located at 500 West Las Colinas Boulevard, Irving, Texas, 75039 and that is owned by Owner. Licensee desires to use a portion of the Facility, as set forth below, for the purposes stated herein. Pursuant to the Management Agreement, SMG has the express authority to enter into agreements on Owner’s behalf relating to the use of the Facility. Accordingly, SMG, as agent for Owner, desires to grant to Licensee, and Licensee hereby accepts from SMG, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

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

1. **Use of the Facility.** SMG hereby grants to Licensee, upon the terms and conditions hereinafter expressed, a license to use the following areas of the Facility (the “**Authorized Areas**”) during the dates, and for the sole purpose of the event (the “**Event**”), that are indicated:

Authorized Areas	Day	Event Date	Time	Room Purpose	Room Set	Estimated Attendees
<b>Grand Ballroom G1-8</b>	<b>Wednesday</b>	<b>July 10, 2024</b>	<b>7:00am-11:59pm</b>	<b>General Session Set-Up</b>	<b>Classroom</b>	<b>850</b>
<b>Level 4 Prefunction</b>	<b>Wednesday</b>	<b>July 10, 2024</b>	<b>7:00am-11:59pm</b>	<b>Exhibits</b>		
<b>Level 4 Coat Closet</b>	<b>Wednesday</b>	<b>July 10, 2024</b>	<b>7:00am-11:59pm</b>	<b>Office</b>	<b>Conference</b>	<b>10</b>
<b>Grand Ballroom G1-8</b>	<b>Thursday</b>	<b>July 11, 2024</b>	<b>7:00am-11:59pm</b>	<b>General Session</b>	<b>Classroom</b>	<b>850</b>
<b>Level 4 Prefunction</b>	<b>Thursday</b>	<b>July 11, 2024</b>	<b>7:00am-11:59pm</b>	<b>Exhibits and Meal Buffet</b>		
<b>Level 4 Coat Closet</b>	<b>Thursday</b>	<b>July 11, 2024</b>	<b>7:00am-11:59pm</b>	<b>Office</b>	<b>Conference</b>	<b>10</b>
<b>Grand Ballroom G1-8</b>	<b>Friday</b>	<b>July 12, 2024</b>	<b>7:00am-11:59pm</b>	<b>General Session</b>	<b>Classroom</b>	<b>850</b>
<b>Level 4 Prefunction</b>	<b>Friday</b>	<b>July 12, 2024</b>	<b>7:00am-11:59pm</b>	<b>Exhibits</b>		
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- including all improvements, furniture, fixtures, and easements, rights of ingress and egress, and appurtenances to the Authorized Areas. If Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times indicated, then Licensee must: (a) obtain SMG’s prior written permission to do so; (b) reimburse SMG for its costs in connection therewith; and (c) pay an additional, reasonable licensee fee. SMG shall furnish, without additional costs to Licensee, normal heat or air conditioning during the Event, overhead lighting, use of restrooms facilities and janitorial services (consisting of cleaning of common public areas, meeting rooms and restrooms) and one standard set-up per contracted Authorized Area for meetings, general sessions, and banquets.

2. **Condition of Facility.** SMG shall deliver the Authorized Areas to Licensee in compliance with any agreed-upon set up requirements. Otherwise, Licensee accepts the Facility in its condition on the Event commencement date. 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. SMG shall have the right to use or permit the use of any portion of the Facility not granted to Licensee under this Agreement to any person or entity regardless of the nature of the use of such other space.

3. **License Fee and Service Expenses.** Licensee shall pay SMG a fixed license fee (the “**License Fee**”) equal to **\$30,000.00**. *If Licensee is tax exempt, tax exemption letter must be received by SMG at time of signing.*

All estimated charges (“**Reimbursable Service Expenses**”) furnished by SMG at the request of Licensee, will be due **30 days post event, pending Direct Bill approval** and upon receipt by Licensee of a complete and accurate invoice in accordance with the State of Texas Prompt Payment Act, Tex. Gov’t Code, Ch. 2251. See Attachment B as incorporated by reference.

For events requiring food and beverage, Licensee must submit a final catering guarantee to SMG no later than 3 business days prior to the Event, **July 3, 2024**. Final guarantees cannot be reduced. Late guarantees and increases may result in limited menu selections.

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Licensee acknowledges and agrees to abide by the above payment terms.

Licensee Initials

4. **Additional Agreed Upon Terms.**

- a. The Irving Convention Center provides complimentary wireless internet access. Wireless service is 2G up/down and is shared by all users in the facility. The cost of a dedicated line for 20 mbps up and down is \$1,489.25 for 3 days of service.
- b. Security will be required during your event at a cost to Licensee, at the prevailing rate at time of event. The number required is to be determined by ICC based on number of attendees daily. Estimates start at 1 guard per 250 attendees. Current rates are \$40.00 per guard, per hour with a 4-hour minimum.
- c. Pending direct bill approval, group will be billed post event. We will require a completed direct bill application along with a credit card authorization form at signing of contract.
- d. Labor and cleaning fee for this program is \$1,500.00.
- e. One standard room set will be provided for each meeting room. Any changes to the original set-up or additional required changeovers will be invoiced at the prevailing rate in effect during your event.
- f. Other charges that might be incurred as additional expense would include, but are not necessarily limited to electrical connections, telecommunications and high-speed internet, security, audio-visual, and technical personnel.
- g. The ICC will provide complimentary risers, tables, chairs for this setup. Equipment required that exceeds the ICC inventory will be charged at a la carte pricing. 6' x 18" tables dressed are \$24.00 each. 8' x 30" tables dressed are \$26.00 each. Chairs are \$3.00 each.
- h. Rental of 6'x30" table dressed with 2 chairs for exhibits is \$30.00 each.
- i. Exhibitors will be charged \$145.00 each for power to table.
- j. Podium is available for rent at \$40.00 each
- k. Power drop (200 amp Three phase 208v) is \$935.00 each

- 5. **Parking.** Parking rates will be at the prevailing rate, at time of event. Current parking rates are **\$12.00** per car, per day (no in and out).
- 6. **Event Planning Guide.** Please refer to our website at [www.irvingconventioncenter.com](http://www.irvingconventioncenter.com) and look for the Event Planning Guide. All policies, rules and regulations in the Event Planning Guide are part of this Agreement.
- 7. **Due Date.** This signed Agreement, a completed credit card authorization form, payment and letter of tax exemption (if applicable) are due back to SMG no later than **September 20, 2023**. The Insurance provision found on page 13 of the Event Planning Guide does not apply. See Attachment B as incorporated by reference. If any provision found in the Event Planning Guide contradicts any provision within this document, the provision expressly written within this document shall prevail.

**CANCELLATION:** See Attachment A as incorporated by reference.

COMPLIANCE WITH LAWS: Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

Billing & Deposits: Group can provide a service authorization (SA) or purchase order (PO) to the venue for the Master Account. Payment will be due within thirty (30) days after receipt by Group of a complete and accurate invoice in accordance with the State of Texas Prompt Payment Act, Tex. Gov't Code, Ch. 2251.

**Texas Workforce Commission**, Licensee

**SMG**, as agent for the City of Irving, Texas, Owner- Irving Convention Center at Las Colinas

Signature: Susan Miller  
 Name: Susan Miller  
 Title: Deputy Director, Business Operations Division  
 Date: 9/12/2023

Signature: Tom Meehan  
 Name: Tom Meehan  
 Title: General Manager  
 Date: 9/14/2023

SM  
Licensee Initials

DS  
TM  
SMG Initials

## LICENSE USE AGREEMENT – STANDARD TERMS AND CONDITIONS

A. **Set Up; Use of Facility.** At least thirty (30) days prior to the Event (or such shorter period agreed to by SMG), Licensee shall give SMG written notice of any room or hall set-up(s), staging, and Event personnel requirements. Any changes to the original set-up or additional required changeovers will be invoiced for labor/cleaning and equipment at the prevailing rate in effect during Licensee's event. On the rare occasion that Licensee's equipment needs exceeds SMG's inventory, SMG will assist Licensee in locating another source for equipment rental. Licensee shall conduct business in the Facility in conformity with: (1) SMG's "General Rules and Regulations," a copy of which shall be provided to Licensee upon request; and (2) all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws, including, without limitation, fire and safety rules; the Americans with Disabilities Act (the "ADA"); environmental and hazardous materials laws; Title VI and Title VII of the Civil Rights Act of 1964, as amended; and intellectual property law and rights of others (collectively, the "Laws"). Licensee shall be responsible for any violations of the ADA, including, without limitation, those that arise from Licensee's configuration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall not make any alterations to the Facility without the prior written consent of SMG. Representatives of SMG and Owner may enter the Authorized Areas at any time and on any occasion in a commercially reasonable manner. All food and beverage services and concessions are reserved exclusively to SMG and its designees. SMG and its designees shall have the sole right to sell, give away and/or dispense food and beverages (including liquor) in the Facility and the Authorized Areas. Alcohol will not be served or purchased by the TWC at this event.

B. **Responsibility for Losses During Event.** See Attachment B as incorporated by reference.

C. **Insurance.** See Attachment B as incorporated by reference.

D. **Dispute Resolution:** Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process involving units of state government. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against TWC that cannot be resolved in the ordinary course of business.

E. **Restrictions.** Without SMG's prior written consent, Licensee shall not take, or permit to be taken, any of the following actions: (1) advertise, paint, post, or exhibit signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility; (2) broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement; (3) block or obstruct any passageway or exit in any manner whatsoever, or, while the Facility is in use, lock, block or bolt any exit door or any exit.

F. **Miscellaneous.** This Agreement shall be governed by the substantive laws of the State of Texas, without giving effect to conflict of laws principles. This Agreement contains the entire agreement of the parties with respect to the Facility or the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. Licensee may not assign its rights under this Agreement without SMG's prior written consent. SMG and Licensee shall each be and remain an independent contractor (and not partners) with respect to all rights and obligations arising under this Agreement. Licensee shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the Event.

G. **Limitations on SMG's Obligations.** If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

H. **Event Rules.** Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for facility users, including fire, safety and health rules, as may be imposed from time to time by Company, federal, state, or local authorities.

Licensee shall provide to Company, for Licensor's review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event, and (ii) a Licensee Operations Plan in substantially the same form supplied by Licensor. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensor reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensor and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

I. **Remittance Options and Address.** Unless otherwise stated, Licensee may opt to remit payment by check, money order or credit card (Visa, MasterCard, American Express, Discover or Diners).

All **checks** and **money orders** are to be made payable to **Irving Convention Center (or ICC)** and sent to:

**Irving Convention Center, 500 W. Las Colinas Blvd., Irving, Texas 75039**

# Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman  
Commissioner Representing  
the Public

Aaron Demerson  
Commissioner Representing  
Employers

Alberto Trevino III  
Commissioner Representing  
Labor

Edward Serna  
Executive Director

Attachment A to Contract  
Irving Convention Center at Las Colinas/SMG, Irving, Texas  
And the Texas Workforce Commission

## CANCELLATION POLICY

As a matter of state law the Texas Workforce Commission (TWC) cannot enter into any agreement which includes a cancellation and attrition policy charging or assessing a penalty for service not yet rendered. In order to work within those constraints, the cancellation and attrition policy provisions of this contract have been deleted.

TWC will notify Irving Convention Center at Las Colinas/SMG, Irving, Texas immediately of our intent to cancel the subject event. It is further understood that TWC will not cancel this contract for the purpose of moving the subject event to another hotel or conference property.

# Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman  
Commissioner Representing  
the Public

Aaron Demerson  
Commissioner Representing  
Employers

Alberto Trevino III  
Commissioner Representing  
Labor

Edward Serna  
Executive Director

## Attachment B to Contract with Irving Convention Center at Las Colinas/SMG Irving, Texas And the Texas Workforce Commission

As a matter of state law the Texas Workforce Commission cannot enter into a "hold harmless" agreement with a vendor, nor can we expend appropriated funds to secure the liability insurance. The law narrowly defines and limits those matters for which a state agency or employee may be liable and caps damages in a similar fashion. Further, under established case law a public official purporting to contract beyond those limits may be personally liable for damages incurred.

TWC has no discretion in this matter. We are involuntarily at risk to the extent dictated by the Tort Claims Act; conversely, we lack the authority to expand the scope of that risk.

In short, the Legislature has provided that agencies of the state be "self-insured" for certain purposes in certain amounts. We are liable to that extent; more we cannot do.

In this context the following is attached to the Contract between the Texas Workforce Commission and Irving Convention Center at Las Colinas/SMG, Irving, Texas.

### ACKNOWLEDGMENT OF LIMITED LIABILITY

I hereby acknowledge that the Texas Workforce Commission as an agency of the State of Texas, is liable for the wrongful acts or omissions, or the negligent acts of its employees to the extent and for the amounts specified by the Texas Tort Claims Act.



Edward Serna, Executive Director