

EXHIBIT A
EVENT ARRANGEMENTS

1. EVENT FEE

In consideration of the rights granted to Licensee and/or services provided by Licensee under this Agreement, Licensee shall pay to Licensor the following fees and charges (collectively the "Event Fee") in accordance with the designated due dates:

Item	Start Date	End Date	Amount
Room Rental Fee(s)	January 29, 2018	February 2, 2018	\$24,500
Audio Visual Fee(s)			
Equipment Rental Fee(s)			
Other:			
Other:			

The Base Event Fee and Charges listed below are due and payable on each date listed in the "Due Date" column.

	Due Date	Amount	
Security Deposit	10 days from receipt	\$12,250.00	Balance must be paid in full and requirements in the Union Depot Event Operating Rules and Regulations fulfilled before any event set-up may begin by Licensee or any of the Licensee's Contractors.
Balance	14 days before event	\$12,250.00	
	TOTAL	\$24,500.00	

Submission of Payments

Make checks payable to: **RCRRA (Union Depot)**
and send them to the following address: **214 E 4th Street, Suite 300, St. Paul, MN 55101**

2. EVENT ELEMENTS

- Licensee will have access to the Head House, Concourse, Waiting Room and Gateway Conference Room from 7am January 29, 2018 to 11:59pm February 2, 2018.
- Licensee will have access to the Red Cap Room 7am to 11:59pm February 1, 2018.
- Licensee will have exclusive use of the Head House from 3pm until midnight on February 2, 2018, (pending skyway closure by the City of St. Paul, and pending building tenants' agreement with Licensee to close for this period).
- Licensee will have exclusive use of the Concourse from 3pm until midnight on February 2, 2018, (pending approval of Amtrak as it relates to their passengers use of their lounge).
- Licensee will use Licensor's preferred vendors and exclusive caterer where applicable.
- Licensee may contract non-preferred vendors that have been approved by and have a contract with Licensor, with approval not to be unreasonably withheld. Examples are rental equipment, décor, audio visual services, and outside catering. Licensee will submit the names and contact information of selected non-preferred vendors to Licensor by October 1, 2017. Non-preferred vendors will enter into a services contract with the Licensor by December 1, 2017. ~~The 15% non-preferred vendor commission will apply to work as it will be outlined in the vendor's contract. Invoices must be sent with the vendor fee and paid within 30 days of the "event".~~
- All non-preferred vendors will provide Licensor with a Certificate of Insurance according to Licensor's requirements per contract terms.
- Licensee will abide by all Union Depot Rules & Regulations.
- Use of additional rental areas such as the North Plaza, or additional days for rental as determined by Licensee will be in an addendum to this agreement.

Comment [GJ5]: Though it may be beneficial and useful to use preferred vendors in certain instances, we cannot be obligated to exclusively use preferred vendors because they may be unable to sufficiently perform the task at hand for such a large scale event. Additionally, though we are open to paying a flat fee in exchange for the right to use non-preferred vendors, we are unwilling to define any commission as a certain percentage of the fee paid to non-preferred vendors.

Imagine and Union Depot to discuss.

Comment [GJ6]: These need to be provided.

____ Licensor
____ Licensee

3. SERVICES PROVIDED BY LICENSOR

- Licensor will provide Licensee a list of preferred vendors.
- Licensor will arrange for janitorial, engineering and security dedicated to the event, to be invoiced and paid by Licensee.

4. EVENT HOURS: Public Event Not a Public Event

5. EVENT SET UP AND TAKE DOWN SCHEDULE AND REQUIREMENTS

Licensee is responsible for the cost of additional labor for janitorial, engineering, and security as deemed necessary by Licensor for the event at their hourly rates. Additional equipment deemed necessary to holding the event will also be at Licensee's expense to be determined, but may include items such as additional pipe and drape or stanchions, electrical power, restroom trailer for passengers, etc.

Comment [G37]: Who is responsible for contracting this work? If it is the Union Depot, we need an estimate or cap on this cost.

EXHIBIT B

INSURANCE REQUIREMENTS

Comment [G38]: Vikings running by risk manager.

You must keep the following insurance in force with companies licensed to do business in the State of Minnesota, during the Event Period and such other times as Licensee occupies the Event Location, as required or approved by Licensor, only will requirements be exempted to any parties:

- (i) Commercial General Liability Insurance on the Event Location and the business operated in or from the Event Location, including coverage against assumed or contractual liability under this Agreement, with minimum limits for bodily injury, property damage or personal and advertising injury of \$1,000,000 per occurrence and \$2,000,000 general aggregate, except for the Events set forth below, which require such insurance as follows:

Type of Event	Commercial General Liability Occurrence/Aggregate Requirement
Dance	\$1MM/\$3MM
Petting Zoo	\$1MM/\$3MM
Vehicle Display Event	\$1MM/\$3MM
Vehicle Driven Event	\$2MM/\$5MM
Concert (Professional/Not Community Event)	\$5MM/\$5MM
Carnival	\$5MM/\$5MM

____ Licensor
 _____ Licensee

Circus	\$5MM/\$5MM
Dunk Tank	\$5MM/\$5MM
Rock Climbing	\$5MM/\$5MM
Martial Arts or Other Sporting Event	\$5MM/\$5MM
Firearms or Weapon Show	\$5MM/\$5MM
All Other High Risk Events	\$5MM/\$5MM

- (ii) Workers Compensation Insurance in statutory limits for all employees and Employers Liability Insurance which affords limits of not less than \$1,000,000 each coverage and policy limit;
- (iii) "All Risk" property insurance, covering all of Licensee's inventory, trade fixtures, furniture, furnishings, and equipment not affixed to the Event Location, and covering all of the improvements installed in the Event Location by or for the Licensee in an amount equal to the greater of \$500,000, without co-insurance, or the full replacement cost value of all such equipment, furniture and trade fixtures; and
- (iv) If You are serving alcohol at the Event, liquor liability insurance, including coverage for bodily injury or property damage with minimum limits of \$2,000,000 per occurrence and \$5,000,000 general aggregate.

All Licensees and their Contractors must keep the following insurance in force with companies licensed to do business in the State of Minnesota, during the Event Period and such other times as the Licensee and Contractor occupies the Property:

- (i) Workers Compensation Insurance in statutory limits for all employees and Employers Liability Insurance which affords limits of not less than \$1,000,000 each coverage and policy limit;
- (ii) Employer's Liability - minimum of \$500,000 each accident; \$500,000 disease, policy limit; \$500,000 disease, per employee;
- (iii) Commercial General Liability (naming Licensor and Agent as additional insureds) - \$1,000,000 per occurrence Combined Single Limit; \$2,000,000 aggregate (i.e., such insurance shall include contractual liability, personal injury protection and completed operations coverage);
- (iv) Auto Liability (if deemed appropriate by Agent - \$1,000,000 minimum);
- (v) Property Insurance coverage for tools and equipment brought onto and/or used on the Property by the contractor - an amount equal to the replacement costs of all such tools and equipment; and
- (vi) For any Licensees or Contractors that are providing armed security services for the Event, Commercial General Liability (naming Licensor and Agent as additional insureds) which affords limits of not less \$2,000,000 per occurrence Combined Single Limit; \$5,000,000 aggregate (i.e., such insurance shall include contractual liability, personal injury protection and completed operations coverage, and be primary and non-contributory to coverage carried by Licensor and Agent);

You shall deliver to Us certificates of the insurance required by this Exhibit B. The insurance company or companies providing the insurance required hereunder must have a Best Rating of A-VIII or better. If You breach Your obligation to obtain and keep in effect any insurance required by this Exhibit B to the Agreement, You shall indemnify and hold Licensor harmless against any loss that would have been covered by such insurance.

The certificates required by this Exhibit B will provide either that (i) "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days' written notice to the Certificate Holder"; or (ii) "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions." Your Commercial General Liability Insurance policies shall name Licensor and its Agent and any other person or entity as may be requested by Licensor in writing) as additional insureds, as their respective interests may appear, and will be primary, non-contributory and not in excess of any other coverage maintained by Licensor or any other party.

____ Licensor
 _____ Licensee

Policies described above shall include the following as additional insured, including their officers, directors and employees. Additional Insured endorsement forms CG 2026 or the equivalent shall be utilized for the policy (ies) described above. Please note that the spelling of these parties must be exactly correct or the Services will not be allowed to commence.

- 1 Jones Lang LaSalle Americas, Inc.
- 2 Ramsey County Regional Railroad Authority
- 3 Ramsey County

Licensee and its Contractors waive any and all rights of subrogation with respect to its commercial property and workers' compensation liability insurance policies against the parties identified above in Paragraph II.

All policies will be written by companies licensed to do business in the State of Minnesota and which have a rating by Best's Key Rating Guide not less than A-/VIII.

Licensees and its Contractors shall furnish Certificate(s) of Insurance evidencing the above coverage, except property insurance under I.E. Original Certificate(s) of Insurance must be provided before Licensee or its Contractor is granted access to the event space.

The following should be named as the Certificate Holder:
Ramsey County Regional Railroad Authority
214 E 4th Street, Suite 300
St. Paul, MN 55101
Attn: Property Manager – Insurance

Nothing in this Agreement shall constitute a waiver by the Licensor of any statutory or common law immunities, limits, or exceptions on liability.

**EXHIBIT C
CONTRACTOR HOLD HARMLESS AGREEMENT**

The undersigned _____ ("Contractor"),

in connection with the _____ ("Event") to be conducted at the Property on or about February 2, 2018 will indemnify, protect, defend and hold harmless Ramsey County Regional Railroad Authority and Jones Lang LaSalle Americas, Inc., their parent companies, subsidiaries and affiliates, and their respective employees, officials, officers, partners, directors, and agents ("Indemnified Parties") from and against any and all claims, damages, actions, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees (collectively "Contractor Parties") in connection with the Event and/or the presence of Contractor Parties at the Property. Contractor waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property while at the Property.

Signature: _____

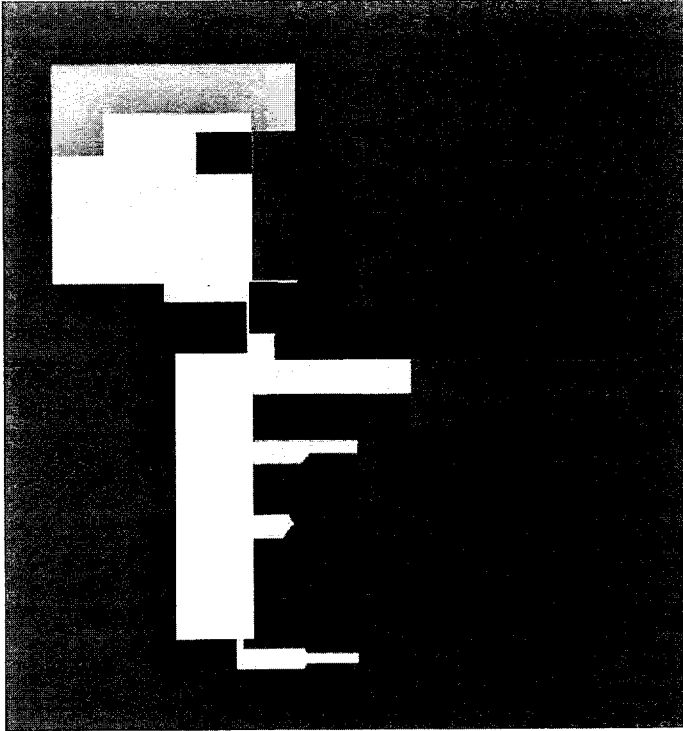
Print Name: _____

Date: _____

If a corporation:

By (Company Name): _____

EXHIBIT D
EVENT LOCATION MAP



Licensee Event Location is identified in Section III of this Agreement.

-  North Plaza – First Floor (Exterior)
-  East Plaza – Transit Level (Exterior)
-  Head House-First Floor
-  Waiting Room – First Floor
-  Red Cap Room – Second Floor
-  Veterans Gallery – Second Floor
-  Gateway Conference Room – Third Floor