

**AGREEMENT WITH THE CITY OF MILWAUKEE**  
**FOR**  
**THE 2020 DEMOCRATIC NATIONAL CONVENTION**

THIS AGREEMENT (this “City Agreement”) is entered into as of March 11, 2019 (the “Effective Date”), by and among DNC Services Corp., a District of Columbia nonprofit corporation (the “DNC”); The Good Land Committee, Inc. a Wisconsin non-stock, nonprofit corporation (the “Host Committee”); and the City of Milwaukee, a Wisconsin municipal corporation, (the “City”) (collectively, the “Parties” and each individually, a “Party”);

WHEREAS, the Host Committee submitted a proposal to the DNC in response to the Request for Proposals issued by the DNC seeking a host city for the 2020 Democratic National Convention (the “Convention”) and has invited the DNC to hold the Convention in the City of Milwaukee; and

WHEREAS, the DNC desires to plan and implement and is vested with the operational and financial responsibility for the Convention; and

WHEREAS, by authority of the Charter of the Democratic Party of the United States, the DNC, acting for and on behalf of the Democratic Party, has accepted said invitation, subject to the execution and delivery of this City Agreement; and

WHEREAS, the DNC and the Host Committee have entered into an agreement as of even date (the “Master Contract”) whereby the Host Committee agreed to provide or cause to be provided certain facilities, goods, equipment, and services, and agreed to certain obligations, all on the terms and conditions set forth in in the Master Contract for the 2020 Democratic National Convention; and

WHEREAS, the DNC and the Host Committee are entering into a separate agreement with the Wisconsin Center District, a local exposition district created and existing pursuant to Chapter 229 of the Wisconsin Statutes, (“WCD”) granting the DNC a license to use certain facilities in and around the City of Milwaukee for the Convention (the “Convention Center License Agreement”); and

WHEREAS, it is anticipated that the Convention will attract up to 50,000 people or more to the State of Wisconsin and to the Milwaukee metropolitan area (such area, the “Metropolitan Area”), will stimulate substantial economic development in the State of Wisconsin and in the Metropolitan Area and their environs and will generate substantial good will and other benefits for the State and the Metropolitan Area and their environs, including substantial opportunities for firms and for employment opportunities in the Metropolitan Area; and

WHEREAS, the City, the Host Committee and DNC are committed to achieving the maximum economic benefit for the State of Wisconsin and the City of Milwaukee; and

WHEREAS, the City, the Host Committee and the DNC are committed to involve and provide opportunities for as many persons as possible, including minorities, women, persons

with disabilities, LGBTQ persons and veterans in connection with the planning of and provision of goods, equipment and services for the Convention; and

WHEREAS, the DNC and the Host Committee are entering into a separate agreement with Deer District LLC (the “Venue Company”) granting the DNC a license to use certain facilities in the City of Milwaukee for the Convention (the “Venue License Agreement”);

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the Parties agree as follows:

## **1. THE CONVENTION**

1.1. The Convention. Subject to the terms and conditions of this City Agreement, the DNC agrees to hold the Convention in July 2020 in the City of Milwaukee and the Metropolitan Area to select the Democratic Party’s nominees for the offices of President and Vice President of the United States of America, and to take such other actions as the DNC may deem appropriate.

1.2. Dates, Times, Venues, etc. The City and the Host Committee hereby acknowledge and agree that notwithstanding anything to the contrary contained in this City Agreement, the Master Contract, the Venue License Agreement, the Convention Center License Agreement, or any other agreement related to the Convention, all dates, times and venues are subject to modification by the DNC in its sole discretion.

## **2. DEFINITIONS**

For the purposes of this City Agreement, capitalized terms used herein shall be defined as follows:

“ADA” has the meaning set forth in Section 4.

“City Agreement” has the meaning set forth in the Preamble of this City Agreement.

“City Cooperation and Assistance Agreements” has the meaning set forth in Section 3.14.

“City Indemnitees” has the meaning set forth in Section 6.1.

“Confidential Information” has the meaning set forth in Section 13.16.1.

“Contractor” means any person or entity with whom any Party enters into a contract or a City Cooperation and Assistance Agreement for purposes related to the Convention.

“Convention” has the meaning set forth in the recitals of this City Agreement.

“Convention Center License Agreement” has the meaning set forth in the in recitals of this City Agreement.

“Convention Center Licensed Premises” means all areas, rooms and spaces of: (i) the Wisconsin Center, (ii) UW-Milwaukee Panther Arena, (iii) Miller High Life Theatre, (iv) the public surface parking lot between Wells Street and Kilbourn Avenue and (v) all spaces that are

licensed to the DNC for the Convention under the Convention Center License Agreement.

“Convention Facilities” means and includes, collectively, all of the following: the Venue Licensed Premises; the Convention Center Licensed Premises; the Convention Hotels; Headquarters Hotels; the Convention Offices; any facilities or spaces constructed and provided or secured by the Host Committee for the DNC’s use as a media workspace; any facilities or spaces secured by the Host Committee for the DNC’s use as a media operations office; any private event venues secured by the Host Committee and assigned and/or occupied by the DNC; and any other venue or premises selected by the DNC, including, but not limited to, for the purpose of (a) conducting meetings of various committees, (b) engaging in other business and other activities related to the Convention, (c) holding other similar events and (d) holding events sponsored by the DNC or the Host Committee, which events and activities are associated with but do not comprise the Convention.

“Convention Hotels” means each hotel in the Metropolitan Area to be occupied by Convention attendees during the Convention Period.

“Convention Offices” means and includes, collectively, the facilities and spaces secured by the Host Committee and assigned and/or occupied by the DNC for use relating to the Convention, including the DNC headquarters office space, the credentialing operations office space, the transportation operations office space, the airport transportation operations office space, the media operations office space, the National Party headquarters hotel office space, the National Party meeting space, the auditorium space and the volunteer staging space.

“Convention Period” means the period beginning 12:01 a.m. Local Time (as defined below) on Saturday, July 11, 2020, through and including 8:00 a.m. Local Time on Friday, July 17, 2020.

“Convention Priority Period” means the period beginning 12:01 a.m. Local Time (as defined below) on May 24, 2020, through and including 8:00 a.m. Local Time on the day following the last day on which Convention proceedings take place.

“DNC Indemnites” has the meaning set forth in Section 6.2.

“DNC Intellectual Property” has the meaning set forth in Section 5.1.

“Effective Date” has the meaning set forth in the Preamble of this City Agreement.

“Headquarter Hotels” means the hotel or hotels designated by the DNC as its headquarters for the Convention.

“Host Committee Indemnites” has the meaning set forth in Section 6.2.

“Local Time” means the local time in the Metropolitan Area, which will be Central Daylight Time during the Convention Period.

“Losses” means any and all claims, demands, settlements, judgments, liabilities, obligations, litigation expenses, losses, penalties, damages, charges, costs and expenses,

including fees and disbursements of accountants or attorneys.

“Master Contract” has the meaning set forth in the recitals of this City Agreement.

“Metropolitan Area” has the meaning set forth in the recitals of this City Agreement.

“Parties” and “Party” have the meaning set forth in the Preamble of this City Agreement.

“Post-Convention Period” means the period from 8:01 a.m. Local Time on Friday, July 17, 2020 through and including 11:59 p.m. Local Time on August 8, 2020.

“Security Plan” has the meaning set forth in Section 3.6.

“Subcontractor” means any subcontractor to a Contractor, at any tier.

“Unlimited Access Period” means the period from and including 8:00 A.M. Local Time on the later of (i) May 24, 2020, or (ii) one day after the last 2020 regular season or playoff home game played by the Milwaukee Bucks in the National Basketball Association in the Venue Licensed Premises, through and including 8:00 a.m. Local Time on the day following the last day on which Convention proceedings take place.

“USS” has the meaning set forth in Section 3.6.

“Venue Company” has the meaning set forth in the recitals of this City Agreement.

“Venue License Agreement” has the meaning set forth in the recitals of this City Agreement.

“Venue Licensed Premises” shall mean the Fiserv Forum and all parking lots and other buildings and areas of any kind as set forth in the Venue License Agreement, for which Deer District LLC grants to the DNC a license and privilege to use for the Convention pursuant to Section 1.1 of the Venue License Agreement.

“WCD” has the meaning set forth in the recitals of this City Agreement.

“Wisconsin Public Records Law” has the meaning set forth in Section 13.16.2.

### **3. GENERAL OBLIGATIONS OF THE CITY AND HOST COMMITTEE**

3.1 City Obligations. The City agrees to fully and timely perform all the obligations of the City set forth in this City Agreement and to use its best efforts within the applicable bounds of Wisconsin law, the City Charter and its Code of Ordinances to assist the Host Committee in performing its obligations under this City Agreement and the Master Contract.

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

3.3 City Representative. The City hereby agrees to appoint one person, subject to the approval of the DNC (the “City Representative”), to serve as the DNC’s and Host Committee’s point of contact with respect to all City matters. The City agrees that the City Representative shall have the authority to make changes and modifications to this City Agreement that do not materially affect the terms of the City Agreement without the need to submit the changes to the City’s Common Council or legislative body for official approval.

3.4 Intentionally omitted.

3.5 Permits. The Host Committee agrees to apply for and secure from the City all appropriate authority, including, without limitation, licenses, permits, and similar consents and grants required for the use of the Convention Center Licensed Premises, the Venue Licensed Premises and any other Convention Facilities. The City hereby agrees to reasonably expedite the review and approval process for any and all permits, variances, licenses or other approvals to the extent necessary to permit the construction, installation, demolition, removal and restoration activities, and logistical movements, to be undertaken in connection with the Convention to be completed in accordance with the schedules and deadlines specifically set forth in, or otherwise contemplated by, this City Agreement, the Venue License Agreement or any other agreement entered into by the Host Committee or the DNC with respect to the Convention. The City shall designate an appropriate City official within thirty (30) days of the Effective Date to serve as principal point of contact for the DNC, Venue Company and the Host Committee with respect to such permitting matters.

3.6 Security Plan. During the Convention Period and Post-Convention Period, the City will provide police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area as designated in a security plan developed by the City in cooperation with the U.S. Department of Homeland Security and its subsidiary agencies and divisions, including, but not limited to, the U.S. Secret Service (“USSS”), and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee (“Security Plan”). The City will provide such personnel in sufficient numbers and manner as are needed, as set forth in the Security Plan, to keep order and provide for the safety of all persons at the Convention Facilities and attending Convention-related activities in the Metropolitan Area. The City specifically agrees to increase its usual complement of such personnel or enter into such inter-jurisdictional mutual assistance arrangements pursuant to the Security Plan. For the avoidance of doubt, the City’s obligations under Section 3 are not contingent on any specific source of funding and the City shall provide the goods and services described herein, except to the limited extent set forth in Section 3.16. Without limiting the generality of the forgoing, the City shall, during the Convention Period provide, to the reasonable specifications of the DNC and the USSS:

- (a) police escorts for all DNC personnel delivering credentials to state delegations and the media at their respective hotels;
- (b) armed security patrols for each of the Convention Offices from the date each such office is open for operations through and including the last day of the Convention Period;

- (c) armed security patrols for any parking lot or transportation staging area in which DNC-owned or operated vehicles are stored in bulk, throughout the period of such storage;
- (d) security at the Headquarters Hotels and other Convention Hotels in the Metropolitan Area, during the Convention Period;
- (e) special security protection for delegates and other dignitaries to be identified in accordance with the Security Plan; and
- (f) ensure that its security personnel demonstrate appropriate disability etiquette in conformance with City's disability etiquette training in performing its obligations under this City Agreement.

3.7 Equipment. As part of and as provided in the Security Plan, the City agrees to provide, if required by the DNC and the Security Plan, to supplement security equipment and personnel customarily provided by the operators of the Convention Facilities:

- (a) installation and operation of magnetometers, hand scanners, package scanners/x-ray machines and such other equipment as may be indicated, in accordance with reasonable and customary industry standards, to secure properly all agreed points of entry to the Convention Facilities, including the Convention Center Licensed Premises, and personnel necessary to set up, operate and maintain these systems, sufficient to provide for the orderly and expeditious ingress and egress of all Convention attendees into the Convention Facilities, during the Convention Period and during a period of time prior to the Convention Period as shall be provided in the Security Plan;
- (b) photo identification/digital access system(s) including supplies (i.e. swipe card, fully computerized system) for staff, volunteers, and visitors at the Convention Offices, the Venue Licensed Premises and the Convention Center Licensed Premises in accordance with DNC requirements, to be in place and fully operational no less than three (3) days prior to the date of occupancy and for the duration of the entire occupancy period;
- (c) central station monitored security systems for all Convention Offices and the Venue Licensed Premises, to be in place and fully operational no less than three (3) days prior to the date of occupancy and for the duration of the entire occupancy period. The City shall provide a private network of IP security cameras in and around all Convention Offices so that DNC security staff may securely monitor in and around Convention Offices from any location via an Internet connection; and
- (d) an adequate number of safes, security containers, and storage facilities for DNC equipment in accordance with DNC requirements.

3.8 Fire and EMS. During the Convention Period and at other times as may be set forth in the Security Plan, the City shall provide firefighting and emergency medical services as reasonably necessary. The City shall also negotiate and enter into City Cooperation and Assistance Agreements by the date established in Section 3.14 with the relevant fire marshals and similar authorities in the Metropolitan Area, subject to DNC approval, guaranteeing the cooperation of such authorities for a successful Convention and setting forth such other terms for the Parties' interactions with such authorities.

3.9 Public Streets and Walks. During the Convention Period and at other times as may be set forth in the Security Plan, the City shall restrict to exclusive use of the DNC, and such other persons as the DNC alone may authorize, such streets and sidewalks as may be designated in the Security Plan for purposes of protecting public safety and facilitating transportation flow. The City shall erect and place such fences and other barricades when and as may be provided in the Security Plan.

3.10 Demonstration Area and Parade Route. To the extent permitted by law, the City shall provide security for an appropriate demonstration area and parade route within appropriate proximity of the Venue Licensed Premises and shall be responsible for scheduling and issuing any required permits for all activity to take place within such demonstration area, in accordance with the Security Plan.

3.11 Security Liaison. The City shall designate and provide a high ranking law enforcement officer (or officers) to plan and supervise all such security services, to serve as liaison to the Host Committee, the DNC, and Venue Company personnel, to cooperate with the United States Department of Homeland Security (and its subsidiary divisions and agencies, including, but not limited to, the USSS) and such other federal, state and local law enforcement and emergency services agencies as may be involved in developing and implementing the Security Plan, and to coordinate with such security personnel as the Host Committee, Venue Company or the DNC may provide within and without the Convention Facilities. The City-designated officer (or officers) shall be available on a twenty-four (24) hour basis, seven (7) days a week, by cellular telephone, beginning on June 11, 2020 through the conclusion of the Convention Period.

3.12 Transportation Liaison and Planning. The City will assign an appropriate City official or consultant to assist in planning, coordinating and implementing all transportation services and to serve as liaison with DNC, Host Committee, WCD and Venue Company personnel commencing on the Effective Date. The City shall create a transportation planning group, to include the appropriate City departments (e.g. police, public transit authority, public works, taxicab oversight) and Milwaukee County Transit System, to help plan and implement the provision of the transportation services contemplated in this City Agreement, to ensure safe and efficient transportation for Convention participants, and to help design plans for overall transportation coordination during the Convention Period.

3.13 Transportation Obligations. The City agrees to cooperate with the DNC, the Host Committee and the Convention's transportation providers. Furthermore, the City shall provide unlimited free rides on the Milwaukee Streetcar for Convention attendees and the public during the Convention Period.

3.14 City Cooperation and Assistance Agreements. Given that other municipalities, counties, and/or state agencies and entities will likely be involved in the delivery and fulfillment of the City's obligations under the City Agreement, the City shall prepare, in consultation with the Host Committee and the DNC, cooperation and assistance agreement(s), subject to approval of the DNC, to be entered into by the City and such other municipalities, counties, agencies and other entities necessary to accomplish these obligations ("City Cooperation and Assistance Agreements"). The City Cooperation and Assistance Agreements shall confirm that the signatories will cooperate and assist the City as necessary in fulfilling its obligations, including but not limited to the expediting of permits set forth in Paragraph 3.5. The City Cooperation and Assistance Agreements shall be executed as soon as reasonably practicable after the Effective Date with the understanding that many of the terms of the City Cooperation and Assistance Agreements will depend upon the contents of the Security Plan.

3.15 Gavel-to-Gavel Coverage. The City shall make its best efforts to broadcast, and live web stream, the Convention proceedings on the City-owned or public access cable station to the reasonable specifications of the DNC, including that such program be closed captioned.

3.16 Limitation of City Obligations. Except as specifically provided in this Section 3.16, the City shall be obligated to provide any goods, facilities or services, and to expend any amount for the provision of such goods, facilities or services, in each case as required by the terms of this City Agreement. Nothing in this Section 3 shall be construed as a waiver of City's usual and customary permit or application fees. It is contemplated that any amounts required to be expended by the City for security (including, but not limited to the cost of police liability insurance, staffing and the purchase of equipment to meet the requirements of the Security Plan) under this Section 3 in excess of amounts that would normally and commonly be expended by the City for general policing requirements in the City under normal operations ("Excess Security Cost") may be funded or reimbursed through grants from the United States government and that the obligations of the City under this Section 3 may be met in part through the provision of services and personnel in-kind by United States government agencies pursuant to designation of the Convention as a National Special Security Event. Solely to the extent that any Excess Security Costs are not funded or reimbursed through the grants and in-kind provision of services and personnel contemplated in this Section 3.16, the Host Committee shall be obligated to either directly pay for, or reimburse the City for, those Excess Security Costs.

#### **4. PERSONS WITH DISABILITIES**

The City and the Host Committee shall endeavor in good faith to ensure that all of the Convention Facilities, transportation and communications services and other spaces, structures, services and facilities of whatsoever nature to be provided or procured by the City and the Host Committee under this City Agreement shall meet the applicable requirements of the Americans with Disabilities Act of 1990, as amended, ("ADA") and the applicable provisions of local laws, including the applicable building codes and other applicable provisions of the Wisconsin Statutes and Wisconsin Administrative Code. In the event that it is determined by an agency or court of competent jurisdiction, prior to or during the Convention Period, that any modification or alteration to any of the Convention Facilities must be made to meet such requirements, the Host Committee shall be responsible for procuring such modification or alteration at their sole expense.



## **5. INTELLECTUAL PROPERTY AND MERCHANDISING**

5.1. It is understood and agreed that, as among the DNC, the City and the Host Committee, and any Contractor of each, the DNC shall exclusively own any and all (the following, collectively, the “DNC Intellectual Property”): copyright, trademark and other intellectual property rights in and to the Convention proceedings, the production of the Convention, all elements of the production of the Convention and of the design of the Venue Licensed Premises, and in and to the official Convention logo and any other designs or logos developed by or for the DNC for use in connection with the Convention, including, but not limited to, all personal information about any individuals, all records of visitors to any Convention related website in all forms, all email addresses, cookies, etc. associated with any visitor to any Convention related website, work product, designs, files, lists, documents, artwork, computer records, websites, code, and other materials in any medium submitted, created, developed, produced and/or obtained by the City or the Host Committee in furtherance of work performed for the DNC, as well as any underlying concepts or components contained within those materials. All of the proceedings, designs, logos, works and marks referred to or described in the preceding sentence shall become and remain the exclusive property of the DNC and, to the extent permitted by law, shall be deemed works for hire created for the DNC for purposes of the Copyright Law of 1976 and all copyright and any other rights in and to such writings and materials shall belong to the DNC. The City and the Host Committee agree to execute and deliver any instrument of conveyance or any other instrument or document necessary to transfer all such rights to the DNC. The DNC agrees to negotiate in good faith with the Host Committee an agreement under which the Host Committee may use a design or logo referring to the Convention or incorporating elements of the official Convention logo, provided that such agreement may restrict the Host Committee’s rights as may be reasonably necessary to protect the value of the intellectual property rights described in the first sentence of this Article 5. The DNC agrees to negotiate in good faith with the City an agreement under which the City may use a design or logo referring to the Convention or incorporating elements of the official Convention logo for use in promoting the City or the Metropolitan Area and for other governmental purposes. The DNC shall not own nor have the rights to: any data, records, email addresses, cookies, etc. created by or for, in each case, specifically and exclusively, any City-owned or –operated website, computer system, email system, application, server, hosted vendor, cloud-based data storage, or database (including but limited to police and fire records and the records of other City security officers or transportation or permitting officials or employees). Irrespective of the foregoing, all Parties shall comply with Section 13.18 “Public Records.” To the extent any portion of this Section 5.1 conflicts with Section 13.18, Section 13.18 shall control.

5.2. The DNC or its designee(s) shall have the sole and exclusive right to sell or otherwise distribute, throughout the world, any program or other publications, novelty or souvenir or of pertaining to the DNC Intellectual Property, Democratic Party, the DNC, or any of their affiliated organizations, the Convention, the attendees, or any candidate of the Democratic Party, including, but not limited to, within the Convention Center Licensed Premises and the Venue Licensed Premises. Neither the City nor the Host Committee shall, without the express prior written approval of the DNC, sell, distribute, or promote any merchandise that would infringe or violate any exclusive copyright, trademark or other intellectual property right of the DNC (or its exclusive licensee(s)).

## **6. LIABILITY, INDEMNIFICATION AND INSURANCE**

6.1. Indemnification of the City. The Host Committee agrees to defend, indemnify and hold harmless the City and their intergovernmental partners, together with their elected officials, directors, officers, employees, agents, attorneys, volunteers, Contractors, consultants and consulting staff (collectively, the “City Indemnitees”), from and against any and all Losses which may be imposed upon, incurred by or asserted against the City Indemnitees in any matter arising out of or related to:

(a) use of the Convention Facilities by the DNC, the Host Committee or any other person or entity using the Convention Facilities;

(b) performance by the Host Committee or the DNC of their respective obligations under this City Agreement, the Master Contract, the Venue License Agreement, the Convention Center License Agreement and any other agreements entered into by the Host Committee with Contractors, or by those Contractors with Subcontractors, or otherwise relating to performance under this City Agreement or any other agreements entered into by the Host Committee or the DNC; or

(c) any other acts or omissions of the Host Committee, the DNC, Venue Company, WCD or their respective officers, managers, employees, agents, Contractors, other contractors, Subcontractors or vendors at any tier.

The indemnity in this Section 6.1 shall not extend to acts or omissions that are solely the result of negligence or willful misconduct of the City Indemnitees.

6.2. Indemnification by the City. The City agrees to indemnify and hold harmless the Democratic Party, the DNC and their respective affiliates (including the DNC Executive Committee, 2020 Convention Technical Advisory Group and associated technical advisors, and Democratic Properties Corporation), together with their respective directors, officers, employees, agents, attorneys, volunteers, consultants and consulting staff (collectively, the “DNC Indemnitees”) and the Host Committee and its directors, officers, employees, agents, attorneys, volunteers, consultants and consulting staff (collectively, the “Host Committee Indemnitees”), from and against any and all Losses which may be imposed upon, incurred by or asserted against the DNC Indemnitees and Host Committee Indemnitees in any matter both (1) arising from or related to this City Agreement and- (2) caused by the City’s or one of its employees’ or officers’ negligent acts or omissions to the extent the City is liable under applicable Wisconsin statutory or common law. Nothing in this Section 6.2 shall waive any privilege, defense or immunity to which the City is entitled pursuant to applicable Wisconsin statutory or common law.

6.3. Insurance. The Host Committee shall obtain and maintain such policies of insurance as set forth in Exhibit A, attached hereto and incorporated herein. The Host Committee shall name the City Indemnitees and the DNC Indemnitees as additional insureds on all policies of insurance and shall provide the City and the DNC with certificates of insurance evidencing the same within 7 days of procuring such policies. The Host Committee may obtain additional policies or limits of insurance, as reasonably agreed by the Parties. Within 60 days of the Effective Date, the Host Committee will obtain the commercial general liability coverage as

required by Exhibit A.

## **7. COMPLIANCE WITH LAWS**

Each of the Parties shall comply, and assure that any agents, Contractors, other contractors, Subcontractors and vendors engaged by them in the performance of this City Agreement comply, with all applicable federal, state and local laws and regulations, including: the ADA; all campaign finance laws; laws relating to fair employment practices; laws pertaining to health, fire, or public safety; all applicable laws pertaining to the sale, distribution and consumption of liquor; and all other applicable laws. In connection with the performance of the City's provision of services and facilities to the Host Committee, the City shall use its best efforts to comply, to the extent applicable, with provisions of the Federal Election Campaign Act, the Presidential Election Campaign Fund Act, and the regulations of the Federal Election Commission promulgated thereunder, including, without limitation, 11 C.F.R. §§ 9008.8(b)(1) and (2); 9008.52; and 9008.53. In connection with the performance of work under this City Agreement, no Party shall (i) discriminate against any person, or (ii) refuse to hire or promote, or discharge or demote, or discriminate in matters of compensation against any person otherwise qualified, in either case solely because of that person's race, color, creed, religion, sex, gender identity or expression, age, national origin, military status, physical or mental disability, marital status, sexual orientation, ancestry, lawful source of income, victimhood or domestic abuse of sexual assault, HIV status, domestic partnership, homelessness, familial status, or any other legally protected basis, or an individual affiliation or perceived affiliation with any of these categories. The Parties further agree to insert the foregoing provision in all contracts and subcontracts entered into in furtherance of the transactions contemplated by this City Agreement. Irrespective of the foregoing, the City agrees that it shall request that all intergovernmental partners comply with this Section 7, but shall not be liable for the actions or omissions of any intergovernmental partner, nor shall such acts or omissions of an intergovernmental partner be considered a breach of this City Agreement.

## **8. REPRESENTATIONS AND WARRANTIES OF THE HOST COMMITTEE**

The Host Committee hereby represents and warrants to each of the other Parties as follows:

8.1. The Host Committee has full legal right, power and authority to enter into and perform this City Agreement and the Master Contract.

8.2. The Host Committee has taken all corporate action to authorize and approve the execution, delivery and performance of this City Agreement and the Master Contract on behalf of the Host Committee.

8.3. This City Agreement and the Master Contract have been duly and validly authorized, executed and delivered by the Host Committee and, assuming the due authorization and execution hereof by the other Parties, constitutes the legal, valid and binding obligation of the Host Committee enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental

policy limiting the enforceability of indemnification provisions.

8.4. The execution, delivery, and performance of this City Agreement and the Master Contract by the Host Committee does not conflict with, or constitute on the part of the Host Committee, a violation of, breach of, or default under any provision of its Articles of Incorporation and/or bylaws, or any statute, indenture, resolution, mortgage, deed of trust, note agreement or other agreement or instrument to which the Host Committee is party or by which the Host Committee is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Host Committee or any of its activities or properties.

8.5. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending before any court, public board, or body, or, to the Host Committee's knowledge, threatened, against or affecting the Host Committee, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, this City Agreement and the Master Contract.

8.6. Neither the Host Committee nor any person in its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this City Agreement or the Master Contract.

## **9. REPRESENTATIONS AND WARRANTIES OF THE CITY**

The City hereby represents and warrants to each of the other Parties as follows:

9.1. The City has full legal right, power and authority to enter into and perform this City Agreement.

9.2. The City has taken all action to authorize and approve the execution, delivery and performance of this City Agreement on behalf of the City pursuant to Common Council Resolution No. 181430, approved on March 11, 2019.

9.3. This City Agreement has been duly and validly authorized, executed and delivered by the City and, assuming the due authorization and execution hereof by the other Parties, constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the enforceability of indemnification provisions.

9.4. The execution, delivery, and performance of this City Agreement by the City does not conflict with, or constitute on the part of the City, a violation of, breach of, or default under any provision of its Charter, or any statute, indenture, resolution, mortgage, deed of trust, note agreement or other agreement or instrument to which the City is party or by which the City is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties.

9.5. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending before any court, public board, or body, or, to the City's knowledge, threatened, against

or affecting the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, this City Agreement.

9.6. Neither the City nor any person in its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this City Agreement. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this City Agreement pertains, shall have any personal interest, direct or indirect, in this City Agreement. No member of the governing body of the City and no other public official the City who exercises any functions or responsibilities in the review or approval of the carrying out of this City Agreement shall have any personal interest, direct or indirect, in this City Agreement.

## **10. REPRESENTATIONS AND WARRANTIES OF THE DNC**

10.1 The DNC hereby represents and warrants and covenants to each of the other Parties as follows:

- (a) The DNC has full legal right, power and authority to enter into and perform this City Agreement and the Master Contract.
- (b) The DNC has taken all corporate action to authorize and approve the execution, delivery and performance of this City Agreement and the Master Contract on behalf of the DNC.
- (c) This City Agreement and the Master Contract have been duly and validly authorized, executed and delivered by the DNC and, assuming the due authorization and execution hereof by the other Parties, constitutes the legal, valid and binding obligation of the DNC enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the enforceability of indemnification provisions.
- (d) Neither the DNC nor any person in its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this City Agreement or the Master Contract.

10.2 DNC warrants that, as of the Effective Date, it is not and will not negotiate with any other municipality, state or other entity to host the Convention, except and unless there is a catastrophic natural disaster or some force majeure event in or affecting the City or the Metropolitan Area, or other extraordinary and unforeseen political emergency as reasonably determined by the DNC, that makes it impossible or substantially impractical for the City and Host Committee to host the Convention.

## **11. TERMINATION**

The DNC, the City or the Host Committee may terminate this City Agreement as to another Party in the event that such other Party materially breaches any material term or

condition of this City Agreement, provided that the terminating Party has provided written notice of such material breach to each of the other Parties and the breaching Party has failed to cure or remedy such breach within thirty (30) calendar days after receipt of such notice. In the event of termination, in addition to any remedies set forth in this City Agreement, the terminating Party shall have all other remedies available to it under applicable law or in equity, including injunctive relief and specific performance.

## **12. ARBITRATION AND DISPUTE SETTLEMENT**

During the Convention Priority Period, any failure to reach agreement, dispute or claim arising out of or relating to this City Agreement, any modification or extension hereof or any breach hereof (including the question of whether any particular matter is arbitrable hereunder), as among the Parties shall be settled exclusively by arbitration in Milwaukee, Wisconsin, in accordance with the Commercial Rules of the American Arbitration Association then in force, except as modified by this City Agreement. The Party requesting arbitration shall serve upon the other Party/ies to the dispute or claim and upon the American Arbitration Association a written demand for arbitration stating the substance of the dispute or claim and the contention of the Party requesting arbitration, and the name, address and telephone number of an arbitrator appointed by it. The Party receiving such demand and the American Arbitration Association shall each appoint an additional arbitrator within twelve (12) hours after receipt of such demand for arbitration (if the panel of arbitrators shall not previously have been designated). There shall be no pre-hearing discovery, and the arbitrators shall convene to hear the dispute or claim within twenty-four (24) hours after receipt of such demand for arbitration. The hearing shall not be continued or recessed, and each Party shall have one (1) hour after commencement of the hearing to present oral and documentary evidence. The arbitrators shall announce an award to the Parties by telephone or in person within one (1) hour after conclusion of the hearing, shall enter an award in writing within twenty-four (24) hours and shall serve notice thereof in writing upon each of the Parties thereto. The Parties agree to abide by all awards rendered in such arbitration proceedings, and all such awards and decisions may be filed by the prevailing Party with any court of competent jurisdiction as a basis for judgment and the issuance of execution thereon. Such judgment shall not be open to review except to the extent permitted by federal law. The fees of the arbitrators(s), attorney fees and related reasonable expenses of arbitration shall be awarded to the prevailing Party as determined by the arbitrator(s). During the Limited Access Period, the forgoing provision shall apply, except the twelve (12) hour deadline shall be extended to five (5) business days, and the twenty-four (24) hour deadline shall be extended to at least five (5) business days and no more than ten (10) business days.

Any Party may apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved.

Irrespective of any other portion of this Section 12, unless the City agrees to resolve a dispute pursuant to this Section 12, the City shall be subject to the provisions of this Section 12 only from January 1, 2020 through the end of the Convention Priority Period.

Solely by unanimous prior written consent, the Parties may elect to waive the mandatory arbitration provisions of Section 12 as to any specific action or claim and instead consent to the jurisdiction and venue of the district and federal courts located in Milwaukee County, State of

Wisconsin. The Parties hereby waive the mandatory arbitration provisions of this Section 12 for actions or claims related to the Wisconsin Public Records Law.

### **13. MISCELLANEOUS PROVISIONS**

13.1. Further Assurances. Each of the Parties agrees to take or cause to be taken such further actions, to execute, deliver and file or cause to be executed, delivered and file such further documents, and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this City Agreement. Such actions shall include fully and effectively settling or resisting and defending against any action by any third party which would interfere with the full and timely performance of this City Agreement by any Party.

13.2. Relationship of the Parties. Nothing in this City Agreement shall be construed to constitute any Party to be a partner, joint venturer, employee or agent of any other Party, nor shall any Party have authority to bind the other in any respect, it being intended that each Party shall remain an independent contractor, and except as otherwise provided herein, solely responsible for its own actions. The DNC and its affiliated organizations shall not be liable under any contracts or obligations of the Host Committee apart from this City Agreement, or for any acts or omissions of the Host Committee or its officers, directors, members, employees, agents, Contractors, Subcontractors or vendors at any time. The Host Committee shall not be liable under any contracts or obligations of the DNC apart from this City Agreement, the Master Contract, the Venue License Agreement and the Convention Center License Agreement, or for any acts or omissions of DNC or its officers, directors, employees or agents at any time, except as otherwise specifically provided herein or therein.

13.3. Notices. Any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered (a) five (5) days after deposit in the United States mails by registered or certified mail, postage prepaid, return receipt requested, (b) when sent after receipt of confirmation or answerback if sent by telecopy, or other similar facsimile transmission, (c) one (1) day after deposited with a reputable overnight courier with all charges prepaid, or (d) when delivered, if hand-delivered by messenger, all of which shall be properly addressed to the Party to be notified and sent to the address or number indicated as follows:

If to City:

City of Milwaukee  
Office of the Mayor  
200 E. Wells Street, Room 201  
Milwaukee, WI 53202  
Telephone: 414-286-8504  
Email: Jodie.Tabak@milwaukee.gov

With a copy (which shall not constitute notice) to:

City Attorney's Office  
Deputy City Attorney Mary Schanning  
200 E. Wells Street, 8<sup>th</sup> Floor  
Telephone: 414-286-2637  
Email: mschan@milwaukee.gov

If to the Host Committee:

The Good Land Committee, Inc.  
Attention: Alex Lasry  
1543 North 2nd Street, 6<sup>th</sup> Floor  
Milwaukee, WI 53212  
Telephone: 414-227-0515  
Email: ALasry@bucks.com

With a copy (which shall not constitute notice) to:

Joseph E. Sandler  
Sandler Reiff Lamb Rosenstein & Birkenstock  
Telephone: (202) 479-1111  
Fax No.: (202) 479-1115  
Email: sandler@sandlerreiff.com

If to DNC:

Democratic National Committee  
430 South Capitol Street, S.E.  
Washington, DC 20003  
Attention: Chief Executive Officer of the Democratic National Convention  
Telephone: 202-863-8000

With a copy (which shall not constitute notice) to:

Graham M. Wilson  
Perkins Coie LLP  
700 Thirteenth Street, N.W.  
Suite 600  
Washington, DC 20005-3960  
Phone: 202-434-1638  
Fax: 202-434-1690  
E-mail: GWilson@perkinscoie.com

or such other address as shall have been specified in writing by any Party to the other Parties.

13.4. Severability. If any one (1) or more of the covenants, agreements, provisions or terms of this City Agreement, or any other agreement, document or writing given pursuant to or in connection with this City Agreement, is held invalid for any reason whatsoever, then the



covenants, agreements, provisions or terms will be deemed severable from the remaining covenants, agreements, provisions or terms of this City Agreement and will in no way affect the validity or enforceability of the other provisions of this City Agreement.

13.5. Survival. All obligations, representations, warranties and indemnities made in this City Agreement which by their nature continue beyond the termination of this Agreement, including, without limitation, Sections 5, 6.1, 6.2, 8, 9, 12, and 13, shall survive the termination of this City Agreement and any investigation, audit or inspection made by any other Party.

13.6. Waiver. Neither the waiver by any Party of a breach of or default under any of the provisions of this City Agreement, nor the failure of any Party to enforce any of the provisions of this City Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any other provisions, rights or privileges hereunder. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13.7. Assignment and Binding Effect. This City Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, provided that this City Agreement shall not be assignable by any Party without the prior written consent of the other Parties except, in the case of assignment by the DNC to another organization affiliated with the Democratic Party.

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

13.9 Entire Agreement. This City Agreement (including the Exhibits hereto) constitute the entire agreement among the Parties with respect to the subject matter hereof, and supersede all prior oral or written agreements, commitments, understandings or proposals with respect to the matters provided for herein.

13.10. Headings. Paragraph headings contained in this City Agreement are inserted for convenient reference only, shall not be deemed to be a part of this City Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

13.11. Certain Interpretations. In this City Agreement: (i) the words “herein” and “hereunder” and similar words refer to this City Agreement as a whole (and not only to the particular sentence, clause, paragraph or exhibit where they appear); (ii) terms used in the plural include the singular, and vice versa, unless the context otherwise requires; (iii) the words “including,” “included,” “include” and variations thereof are deemed to be followed by the words “without limitation” or “but not limited to” (regardless of whether some uses of those words contain such following words); (iv) “or” is used in the sense of “and/or” and “any” is used in the sense of “any or all”; (v) with respect to all dates and time periods in or referred to in this City Agreement, time is of the essence; (vi) “affiliate” or “affiliated” means, with respect to any particular person or entity, any other person or entity directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such person or entity,

whether by ownership or control of voting securities, by contract or otherwise; and (vii) nothing in this City Agreement creates any leasehold estate or any right of or status as a tenant.

13.12. Governing Law. This City Agreement, the rights and obligations of the Parties, and any disputes or claims relating thereto, shall be governed by and construed in accordance with the laws of the State of Wisconsin. This City Agreement will be interpreted without reference to any law, rule or custom construing this City Agreement against the Party which drafted this City Agreement. Venue for any action arising out of or in any way related to this City Agreement shall be exclusively in the City of Milwaukee for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

13.13. Time is of the Essence. All times, wherever stated in this City Agreement, shall be of the essence of this City Agreement.

13.14. Intentionally Omitted.

13.15 Counterparts. This City Agreement may be executed in any number of counterparts, and all of these counterparts together shall constitute one and the same City Agreement. Signed signature pages may be transmitted by facsimile or email, and any such signature shall have the same legal effect as an original.

13.16 Confidentiality.

13.16.1 City agrees that City is not, directly or indirectly, at any time during the term of this City Agreement, and without regard to when or for what reason this City Agreement expires or terminates, authorized to communicate with any member of the press, including without limitation representatives of both print and digital media, regarding any aspect of this City Agreement, the DNC, the Host Committee, or any Confidential Information (as defined below), in each case without the express prior written approval of the DNC. City shall refer promptly all queries from the press, in whatever form or circumstances they are made, to the DNC. City may not, directly or indirectly, at any time during the term of this City Agreement or thereafter, and without regard to when or for what reason this City Agreement expires or terminates, divulge, furnish, make accessible, or permit the disclosure to anyone (other than the DNC or other persons employed or designated by the DNC) any Confidential Information. "Confidential Information" means any knowledge or information of any type whatsoever acquired by City in the course of performing its obligations under this City Agreement during the period beginning on the first day of City's relationship with the DNC (whether prior to or as of the Effective Date) through the effective date of expiration or termination of this City Agreement, either directly or indirectly, in writing, orally or by inspection of tangible or intangible objects, including, but not limited to, knowledge or information relating to the plans, needs, strategies, political affairs, finances, business, operations or activities of the DNC Indemnitees, business and activities relating to this City Agreement, all originals, recorded and unrecorded copies of Confidential Information (including information derived therefrom and portions thereof), all written or audio materials obtained, generated, produced or otherwise acquired during the course of providing the services or goods or performing any other obligations under this City Agreement, notes, documents, charts, lists, data,

models, analytics, polling results, research, analyses, digital assets, computer files, electronic mail messages, phone logs or other memoranda (whether handwritten, typed or otherwise created), data and other proprietary information related to the this City Agreement, the DNC Indemnitees, or the Host Committee. Information shall be deemed to be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not City has been notified that such information is Confidential Information. City agrees that the terms and conditions of this City Agreement and the performance by City hereunder shall be treated by City in the strictest confidence and shall not be disclosed to any third party other than persons authorized by the DNC to receive such information. City shall be permitted to disclose Confidential Information solely to those employees, intergovernmental partners and their respective staff(s), permitted Contractors and Subcontractors, counsel, and other professional advisors of City (if any) on a “need-to-know” basis and only to the extent necessary for City to meet City's obligations under this City Agreement; provided, however, that all such persons shall, to the extent permitted by law, be subject to nondisclosure and confidentiality obligations to City substantially similar to the obligations of City set forth in this Section 13.16

13.16.2 Irrespective of the foregoing and pursuant to Section 13.18 of this City Agreement, the City may disclose information, including Confidential Information, as strictly needed to fulfill its obligations under this City Agreement, including the negotiation and execution of this City Agreement, necessary City Cooperation and Assistance Agreements and in compliance with Wisconsin’s Public Records Law (§§19.21-19.39, Wis. Stats.) and Wisconsin’s Open Meetings Law (§§19.81-19.98, Wis. Stats.). While City will make its best efforts to encourage all third party recipients of such information, including Confidential Information, to keep such information confidential in compliance with Section 13.16.1, City shall not be liable for the actions or omissions of any third party, nor shall such acts or omissions of a third party be considered a breach of this City Agreement. For sake of clarity, all Parties acknowledge that all agreements entered into by the City in fulfillment of this City Agreement, and including this City Agreement, may be considered in open session by the City of Milwaukee Common Council and appropriate committees thereof.

13.17 Exclusivity. The City agrees that it will not host any other political party convention in the year 2020 and will end all negotiations that may be in progress with any other national political party upon the execution of this City Agreement.

13.18 Public Records. Irrespective of any other term of this City Agreement, all Parties understand that the City is bound by the Wisconsin Public Records Law, and as such, the obligations of the City under this City Agreement are subject to and conditioned on the provisions of the Wisconsin Public Records Law. All Parties shall make reasonable efforts to assist the City in its obligation to retain and produce records that are subject to the Wisconsin Public Records Law pursuant to Wis. Stat. sec. 19.36(3). Should the City receive a request for records that the DNC has designated as Confidential Information, the City shall timely notify the DNC of such a request. Thereafter, City will use reasonable efforts to consult with the DNC regarding the response to such request prior to disclosing any such information and, to the extent reasonably practicable, will give the DNC the opportunity to identify such information that the DNC believes to fall into one of the exceptions to disclosure. Should City determine that disclosure of such record is proper, City shall, prior to disclosure and as reasonably practicable,

provide the DNC with the opportunity to take such legal action preventing disclosure as DNC desires, at DNC's sole cost, and the City shall reasonably participate in such action. Notwithstanding the foregoing, the City shall not be liable to any Party for the disclosure of any record that City believes it must disclose pursuant to the Wisconsin Public Records Law.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this City Agreement to be duly executed on their behalf as of the date of this City Agreement.

CITY OF MILWAUKEE

By: \_\_\_\_\_  
Tom Barrett, Mayor

By: \_\_\_\_\_  
James R. Owczarski, City Clerk

Countersigned:

By: \_\_\_\_\_  
Martin Matson, Comptroller

Approved as to Form and Execution:

By: \_\_\_\_\_  
Mary L. Schanning, Deputy City Attorney

THE GOOD LAND COMMITTEE, INC.

By: \_\_\_\_\_  
Alex Lasry, President

By: \_\_\_\_\_  
Paul Vornholt, Treasurer

DNC SERVICES CORP.

By: \_\_\_\_\_  
Tom Perez, Chair and President

## **Exhibit A - Insurance Requirements**

1. The Host Committee shall obtain and maintain property insurance which will include coverage as follows:

(a) Commercial general liability insurance with a combined single limit for bodily injury, personal injury and property damage in the amount of at least ten million dollars (\$10,000,000) per occurrence. The commercial general liability insurance policy shall cover all risks usually covered by such policies, including but not limited to the following: (i) death; (ii) personal injury liability, including assault and battery, false arrest, false detention or imprisonment, emotional distress (if such cover is reasonably available), malicious prosecution, libel, slander, infringement of intellectual property rights, defamation or violation of rights of privacy, wrongful entry and eviction or other invasion of rights or private occupancy; (iii) incidental medical malpractice liability; (iv) independent contractors; (v) products and completed operations liability; (vi) premises medical payments liability; and (vii) host liquor liability; provided that, such policy may provide for appropriate exclusions for acts of terrorism and other exclusions related to terrorism as mutually agreed between the Host Committee and DNC.

(b) Real and personal property insurance with replacement cost coverage written on a standard all-risk basis with limits sufficient to cover the full value of all property listed or described in any schedule provided by the Host Committee or the DNC, written on a per occurrence basis, for any damage to real or personal property, fixtures, appliances and furnishings owned by the Host Committee or the DNC or for which such party has an insurable interest, and to be used in connection with the Convention, including coverage for the following: (i) papers and records insurance covering the loss of or damage to papers, pamphlets, records, and magnetic and electronic storage media; and (ii) office contents insurance covering both rental and owned office equipment. The policy should cover CAT perils, Terrorism and Business Interruption. In no case shall the per occurrence limit be less than three million dollars (\$3,000,000) without the express written approval of the DNC.

(c) Commercial automobile liability insurance covering owned, non-owned and hired automobiles, with per occurrence coverage of not less than five million dollars (\$5,000,000) in a Combined Single Limit for bodily injury and property damage expressly applicable to all motor vehicles.

(d) Money and securities insurance covering all cash, checks, financial instruments and other negotiable instruments in or on the Convention Facilities against all loss, including burglary, robbery, and social engineering with per occurrence limits of not less than two hundred fifty thousand dollars (\$250,000) for each loss. Coverage should be provided for Client Property.

(e) Accident Medical Coverage, including accidental death and dismemberment covering all attendees in an amount no less than two hundred fifty thousand dollars (\$250,000) per occurrence.

(f) Directors and Officers liability insurance expressly covering all directors and officers of the Host Committee and the DNC Indemnitees written on a claims-made basis, if available, in the amount of one million dollars (\$1,000,000) per occurrence.

(g) Worker's compensation insurance for all volunteers of the Host Committee and DNC working on Convention-related services, with statutory limits.

(h) Employment Practices Liability coverage with a limit of no less than five million dollars (\$5,000,000) with coverage for volunteers and with the DNC named as an additional or co-insured.

(i) Police Liability Insurance expressly covering violations of civil rights under any federal, state or local law and failure to provide first aid, written on an occurrence basis and in the amount of ten million (\$10,000,000) per occurrence. The Police Liability Insurance will not have an intentional acts exclusion and will name to the DNC as an additional insured.

(j) Riot or Civil Commotion Insurance may be needed depending on the scope of coverage under the Police Liability Insurance. After reviewing the proposed coverage for Police Liability Insurance, the DNC, at its sole discretion, may require a Riot or Civil Commotion Insurance Policy written on an occurrence basis and in the amount of ten million (\$10,000,000) per occurrence.

(k) Cyber/Technology E&O coverage with a limit of no less than ten million dollars (\$10,000,000).

Technology Errors & Omissions insurance, including cover for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should cover liabilities, punitive damages, and claim expenses arising from acts, errors and omissions, in rendering or failing to render all services and in the provision of all products in the performance of the Agreement, including the failure of products to perform the intended function or serve the intended purpose. Services insured, at a minimum, include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor.

Network Security/Privacy coverage should also be purchased with the following terms: This policy shall include coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to, software copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for the insured organization for any intentional act exclusions. If this coverage is provided

on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.

Additionally, such policy shall cover consequential or vicarious liabilities (e.g., claims brought against the DNC or its Affiliated Companies and their respective directors, officers, and employees due to the wrongful acts and failures committed by you) and direct losses (e.g., claims made by the DNC and its Affiliated Companies and their respective directors, officers, and employees against you for financial loss due to your wrongful acts or failures). This policy shall have the “Insured v. Insured” exclusion amended to allow an “Additional Insured” to bring a claim against the Named Insured

(h) Umbrella or excess liability insurance with a two hundred fifty million (\$250,000,000) combined single limit for bodily injury and property damage following the form of the underlying primary commercial general liability, automobile liability and employer’s liability policies.

(i) Event Cancellation coverage, including Postponement, Abandonment, Reschedule and Relocation, with a limit sufficient enough to address all net incurred expenses by the DNC arising from or relating to contingencies described in Section 1.

2. To the extent applicable (and not otherwise covered by such policies) and not substantially affecting the cost of the applicable premium, the policies should include business interruption insurance endorsements. Host Committee shall add “The Democratic National Committee Services Corporation and its affiliates, subsidiaries, and its officers, directors, partners and employees” as additional insureds under the commercial general liability, business automobile and umbrella/excess policies. The commercial general liability and umbrella/excess liability policies must be primary and non-contributory and the general liability and automobile liability must include a waiver of subrogation in favor of the DNC its affiliates and subsidiaries and its officers, directors, partners and employees. The Host Committee shall not cancel any required coverage without giving the DNC sixty (60) days prior written notice. The Host Committee shall place all policies with an insurance company with an A.M. Best rating of A-VIII or better. The Host Committee shall provide DNC a certificate of insurance that evidences the coverages required herein and discloses any applicable self-insured retentions prior to the Effective Date of the Agreement.

3. Host Committee shall require that all Contractors provide a certificate of insurance naming both the Host Committee and the “Democratic National Committee Services Corporation and its affiliates and subsidiaries, and its officers, directors, partners and employees,” as additional insureds, evidencing the following coverage with respect to all contemplated operations of such Contractor and any Subcontractors of that Contractor (provided, that the DNC, in its sole discretion, may modify, waive, or allow the allocation among several Contractors, specific coverages, or require additional specific coverages, for particular Contractors and Subcontractors depending on the circumstances (e.g. consistent with industry standards)):



(a) Commercial general liability insurance, primary and umbrella, with a minimum combined single limit for bodily injury and property damage in the amount of ten million dollars (\$10,000,000) per occurrence. Coverage must include: (i) owners and independent contractors protective liability; (ii) premises operations liability; (iii) products and completed operations liability; (iv) premises medical payments liability; (v) personal injury liability; (v) incidental medical malpractice liability and (vi) contractual liability.

(b) If any such Contractor is to undertake any construction, including improvements or betterments, all-risk blanket builder's floater policy (builder's risk policy) with a limit approved by the DNC but of no less than five million dollars (\$5,000,000) per occurrence on all risk completed value form, and, if applicable, to cover materials, soft costs, equipment and fixtures at 100% of replacement value.

(c) Worker's Compensation and Disability Coverage maintained with respect to employees of Contractors and their Subcontractors equal to or greater than the limits required under applicable state law.

(d) Commercial automobile liability insurance covering owned, non-owned and hired automobiles, with a per occurrence coverage of not less than a five million dollars (\$5,000,000) Combined Single Limit for bodily injury and property damage.

(e) For any Contractor providing architectural, engineering, medical, legal or other services of a professional nature, professional errors and omissions coverage with per occurrence coverage of not less than ten million dollars (\$10,000,000).

(f) Umbrella or excess liability insurance with a one million dollar (\$5,000,000) combined single limit for bodily injury and property damage following the form of the underlying primary commercial general liability, auto liability, and employer's liability policies.

General liability and umbrella/excess liability insurance must be primary and non-contributory and the general liability, automobile liability, workers' compensation, and umbrella/excess liability must include a waiver of subrogation in favor of The DNC its affiliates and subsidiaries, and its officers, partners, and employees. The Subcontractors shall not cancel any required coverage without giving the Host Committee & the DNC thirty (30) days prior written notice.

Subcontractors shall place all policies with an insurance company with an A.M. Best rating of A- VIII or better. Subcontractors shall provide Host Committee and DNC a certificate of insurance that evidences the coverages required herein and discloses any applicable self-insured retentions prior to the Effective Date of the Agreement.