

THE RADY SHELL AT JACOBS PARK EVENT CONTRACT

Addendum A Event Summary

Addendum B Form of Event Order

Addendum C Form of Additional Billing Form

Addendum D Production Package

Terms and Conditions

TERMS AND CONDITIONS

1. Contract and Services. Padres agrees to provide to the Client the services described herein on the date, for the purpose, and in the Venue set forth in the Event Specifications and more specifically in the Event Summary (attached hereto as Addendum A) on the terms and conditions contained herein (the "Event"). The Event Specifications, these Terms and Conditions and the Addendums constitute the Contract for the Event. In the event of a conflict between the terms of the Event Specifications and the Terms and Conditions, the terms of the Terms and Conditions shall prevail.

2. Reservation and Deposits. Client must execute the Event Specifications, the Terms and Conditions and Addendum A and return the Contract and the Security Deposit (as hereinafter defined) to Padres to confirm Client's reservation for the Event. Client shall deliver an amount equal to 50% of the Estimated Event Total due under this Contract (or an amount as set forth in the Event Order) as a security deposit (the "Security Deposit"). The Estimated Event Total is only an estimate of the Final Event Total which is subject to change upon final approval of all event specifications. Except as otherwise provided in this Contract, the Security Deposit is non-refundable but will be applied toward the total amount due from Client. Tentative reservations can be held for 10 days from receipt of the Contract, but if the Security Deposit is not received by such date, the reservation will be released. Should another group or client inquiry be made and/or be prepared to reserve the same date during such hold period, Client will be advised immediately and will be given up to five additional business days to return this Contract and the Security Deposit to Padres to confirm Client's reservation. In addition, in connection with certain uses of the Venue, Client may be required to deliver to Padres a to-be-determined amount as a damage deposit (the "Damage Deposit"). Any such Damage Deposit will be due 45 days prior to the Event. Amounts from the Damage Deposit will be applied toward repairs of any damage to the Venue as more specifically set forth in Section 22. Any remaining balance of the Damage Deposit will be refunded to Client within a reasonable period of time after conclusion of the Event.

3. Final Event Total. The final event total is comprised of the sum of the Estimated Event Total and additional fees incurred in connection with the Event as reflected in the Event Order (in the form attached hereto as Addendum B) and the Additional Billing Form (attached hereto as Addendum C) ("Final Event Total"). The Final Event Total may not be determined until the day of the Event whereupon the Additional Billing Form will be finalized to reflect any additional services requested and any additional fees incurred in connection with or during the Event. Any additional fees and charges incurred in connection with or during the Event reflected on the Additional Billing Form shall be due and payable on the day of the Event.

4. Payment; Permit Fees. The balance of the Estimated Event Total and the Damage Deposit shall be due no later than 45 days prior to the date of the Event. Any additional mutually agreed upon fees and charges reflected in the Event Order (Addendum B) shall be due no later than 14 days prior to the date of the Event. Padres reserve the right to require additional payments for any additional mutually agreed upon fees and charges prior to the date of the Event. Forms of payment accepted are corporate check, cashier's check and wire transfer. Credit card payments, including applicable fees, will be accepted for incidental items reflected on the Additional Billing Form only. Client shall also be responsible for all permitting and licensing fees for the permits and licenses required to be obtained for the Event. Client shall be responsible for obtaining all such permits and licenses unless Padres informs Client that Padres will obtain such permits and/or licenses or unless the approved concessionaire, as set forth herein, obtains such permits.

5. Cancellation.

(a) CLIENT. If Client cancels the Event, the following cancellation fees shall apply:

0 – 45 Days Prior to Event Date: 100% of Final Event Total

46 or More Days Prior to Event Date: 50% of Final Event Total

(b) In addition to the amounts set forth above, Client shall be responsible for any costs for services or insurance which have been paid prior to the date of cancellation. Such amount shall be immediately due and payable upon cancellation. Client shall also pay any and all cancellation fees charged by vendors hired by Padres for the Event. Padres reserve the right to set-off any amounts due upon cancellation as set forth herein against any deposits previously collected.

(c) Padres and Client agree and acknowledge that the Padres' damages from a cancellation are difficult to determine because of the loss of revenue from services anticipated by this Agreement. Because of the difficulty in determining the resulting damages, the Parties agree that in the event of a cancellation, the cancellation fees set forth herein Section 5 are not a penalty but rather a reasonable estimate of the harm caused by such cancellation, and Client shall pay the cancellation fees to Padres upon notice of cancellation.

(d) Padres. Padres reserves the right to delay, postpone or cancel the Event due to Client's failure to pay all sums when due or to obtain any necessary license or fee at least two weeks prior to the Event. Padres may cancel the Event in the case of: (a) breach or anticipatory breach of this Contract by Client; or (b) a reasonable belief by Padres that the Event will have a negative reputational effect on the Venue, Padres, The Shell, The San Diego Symphony Orchestra Association or the San Diego Unified Port District.

(e) Force Majeure. The cancellation policy set forth in this Section 5 shall apply in all events except in the case of a Force Majeure Event (as defined below).

6. Guaranteed Attendance and Catering Orders. The Event Order, containing among other things the guaranteed guest counts and the guaranteed catering orders, must be finalized, executed by the Client and returned to Padres no later than 30 days prior to the date of the Event. Client may adjust the guaranteed guest counts and guaranteed catering orders until 14 days prior to the Event Date. Any additions or modifications made thereto after 14 days prior to the Event Date may only be made through submission of a mutually agreed upon amended Event Order to be executed and delivered to Padres no less than seven days prior to the date of the Event. Additions or modifications made to the Event Order later than 14 days prior to the date of the Event may require additional service charges. Final charges for the Event will be based on the guaranteed number of attendees or the total number of persons attending, whichever is greater.

7. Duration of Event: Additional Fees. The Venue is reserved for the time indicated in the Event Specifications. If Client moves into the Venue prior to the Move-In Time as specified in the Event Specifications or remains in the Venue for a period of time beyond the Move-Out Time as specified in the Event Specifications, Client shall be required to pay an additional hourly fee that is equal to 25% of the fee for the Venue set forth in the Event Specifications and all additional costs for food, beverage, labor, union labor, service and tax. Such hourly fee shall be required per hour or any fraction thereof.

8. Use of Venue or Change in Venue. Client's use of the Venue is limited to those activities expressly set forth in this Contract. Any activity, use or set-up of the Venue undertaken by Client which is inconsistent with or not specifically listed in the Contract must be approved in writing by Padres. Padres reserves the right to reject, modify or approve any activity, use or set-up of the Venue in its sole and absolute discretion. Padres reserves the right to increase the Final Event Total in connection with the approval of any new or changed activity, use or set-up of the Venue or any other modification to the Contract. Padres reserves the right to change the Venue of the Event to another comparable location in The Shell, Petco Park or the downtown San Diego area if the Venue space within The Shell needs to be closed or is non-operational for any reason. Client acknowledges and agrees that union labor, including associated costs such as hot meals, may be required for certain services at the Venue and shall be covered by Client. Any talent or performance shall be subject to Padres' prior written approval and use of an orchestra at the Venue must be contracted directly through the San Diego Symphony.

9. Price Changes. Food and service prices are subject to change to meet revised costs of supplies or operation at the time of the Event, due to changes in costs of commodities, food and beverage, labor, union labor, service and taxes or other items that occur subsequent to the signing of this Contract, and Client shall pay such revised prices. Notwithstanding the foregoing, the food and service prices set forth in the Event Summary shall be guaranteed for a period of 90 days from the date of this Contract but after the expiration of such period, the prices are subject to change.

10. Parking. No parking privileges are included for the Event unless otherwise provided in the Event Specifications.

11. Security. Padres shall provide security personnel and utilize reasonable security measures for purposes of admitting Client and Client's Guests (as hereinafter defined) to the Venue. If Padres determines, in its sole discretion, that additional security beyond that normally provided is necessary, or if Client requires any additional security personnel or requires that additional security measures be imposed beyond what Padres would normally provide, Client shall be responsible for all costs and expenses associated with such additional security personnel and/or security measures.

12. Interest. Any and all sums due hereunder from Client, if not paid when due, shall bear interest at the rate of 10% per annum, or the maximum rate then permitted by applicable law if such rate is less than 10%, from the date due until paid. Client agrees that such interest charge is reasonable and represents a fair estimate of the additional expense that may be incurred by Padres in handling, collecting and accounting for delinquent payments. Such interest charge shall be in addition to, and not in lieu of, all other rights and remedies of Padres under this Contract.

13. Assumption of Risk and Indemnity. CLIENT, FOR CLIENT AND CLIENT'S GUESTS, INVITEES, EMPLOYEES, AGENTS, PERFORMERS, CONTRACTORS, PATRONS AND VENDORS (COLLECTIVELY "CLIENT'S GUESTS"), ASSUMES ALL RISK OF PERSONAL INJURY TO, OR FOR ANY DAMAGE TO OR ANY LOSS OF PROPERTY OF, CLIENT OR CLIENT'S GUESTS, ARISING OUT OF, DURING OR RELATED TO THEIR USE OF THE SERVICES, THE

VENUE OR FACILITIES OF THE SHELL. NEITHER PADRES NOR ANY OF ITS AFFILIATES, INCLUDING WITHOUT LIMITATION, PADRES GP, LLC, PADRES, L.P., AS WELL AS THE SHELL, THE SAN DIEGO SYMPHONY ORCHESTRA ASSOCIATION OR THE SAN DIEGO UNIFIED PORT DISTRICT, SHALL BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR TO ANY PROPERTY OF CLIENT OR CLIENT'S GUESTS IN, ABOUT OR AROUND THE VENUE OR THE SHELL, RESULTING FROM ANY CAUSE WHATSOEVER, UNLESS SUCH LOSS, DAMAGE OR INJURY IS DUE TO PADRES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Client shall indemnify, defend and hold harmless Padres, all entities affiliated with Padres ("Affiliate"), including, without limitation, Padres GP, LLC, Padres, L.P., The Shell, The San Diego Symphony Orchestra Association, the San Diego Unified Port District and each of their respective members, partners, officers, directors, employees, agents or vendors (collectively, the "Indemnitees") from and against all claims, demands, liabilities, losses, damages, costs and expenses arising out of or in connection with or incident to or related in any way: (a) Client's or Client's officers, directors, employees, agents or vendors, actions, omissions to act, negligence, breach of any covenant contained in this Contract, or use or occupancy of the Venue or The Shell or any part thereof; (b) Client's Guests or Client's Guest's respective officers, directors, employees, agents or vendors, actions, omissions to act, negligence, breach of any covenant contained in this Contract, or use or occupancy of the Venue or The Shell or any part thereof; or (c) Client's or Client's Guests' failure to comply with any applicable law, rule, regulation, directive or order in respect of: (i) the activities to be conducted by Client or Client's Guests in connection with the Event; or (ii) the general use of the Venue or The Shell, including without limitation, hazardous material laws or laws concerning access by the disabled. All of the foregoing shall apply regardless of the fact that Padres may have provided the security personnel during the Event. The foregoing indemnity shall not apply to any claims, demands, liabilities, losses, damages, costs and expenses due to the gross negligence or willful misconduct of the Indemnitees, or any of them. The attorneys selected to defend Padres and such other Indemnitees shall be subject to the Indemnitees' prior approval.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CLIENT HEREBY WAIVES, RELEASES, FOREVER DISCHARGES, AND COVENANTS NOT TO SUE THE INDEMNITEES FOR, AND THE INDEMNITEES SHALL NOT BE RESPONSIBLE FOR, ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE) THAT MAY ARISE OUT OF, IN CONNECTION WITH, INCIDENT TO OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COMMUNICABLE DISEASE (INCLUDING BUT NOT LIMITED TO ANY AIRBORNE, AEROSOLIZED OR SURFACE TRANSMISSIBLE COMMUNICABLE OR INFECTIOUS DISEASE, VIRUS, BACTERIA OR ILLNESS OR THE CAUSES THEREOF) BY CLIENT OR CLIENT'S GUESTS OR ANY OTHER INDIVIDUAL INFECTED BY CLIENT OR CLIENT'S GUESTS, INCLUDING, WITHOUT LIMITATION CLAIMS RESULTING FROM THE NEGLIGENCE OF THE INDEMNITEES AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE EVENT AND/OR BEING PRESENT AT THE VENUE DURING A COMMUNICABLE DISEASE PANDEMIC.

CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT CLIENT IS FAMILIAR WITH AND DOES HEREBY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND SIMILAR PROVISIONS OF OTHER JURISDICTIONS) WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR INDEMNITEE.

14. Insurance. Client must obtain, and continuously maintain, at its own expense, and require each of its own subcontractors to obtain and maintain, the following insurance policies:

(a) Workers' Compensation Insurance (or its equivalent in the country in which it operates) in compliance with state statutory laws, covering employees, volunteers, temporary workers and leased workers, including Employers' Liability with minimum limits of:

\$1,000,000 Each Accident;
\$1,000,000 Disease - Each Employee;
\$1,000,000 Disease - Policy Limit.

(b) An Insurance Services Office (or its equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury including damage to premises rented to you, contractual liability and products/completed operations liability coverage with minimum limits of:

\$1,000,000 Each Occurrence;
\$2,000,000 General Aggregate;
\$2,000,000 Products/Completed Operations Aggregate.

Products completed/operations insurance shall be maintained for a minimum period of three years after final payment and Client shall continue to provide evidence of such coverage to Padres on an annual basis during the aforementioned period.

(c) Automobile Liability Insurance, covering owned, leased or hired automobiles, with a minimum combined single limit of \$1,000,000 Each Accident.

(d) Umbrella Liability in excess of (a), (b), and (c), with minimum limits of:

\$10,000,000 Each Occurrence;

\$10,000,000 General Aggregate.

Umbrella Liability must provide coverage at least as broad as the underlying policies.

(e) If applicable, Professional Liability insurance covering claims for actual or alleged malpractice by the first aid and emergency medical personnel secured by Client for the Event, with limits not less than \$1,000,000 each claim and \$2,000,000 in the aggregate.

(f) All-Risk Property insurance covering Client's property (including furniture, fixtures, inventory, merchandise and other equipment) at full replacement cost in the event of theft, loss or damage. Such policy shall include a waiver of subrogation provision and Client agrees to waive its carrier's right of subrogation against Additional Insureds (as defined below).

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Padres and each of its subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Padres, and its and their directors, officers and employees ("Additional Insureds") must be named as additional insureds on the Commercial General Liability, Commercial Automobile and Umbrella Liability Policies. Additional insured coverage shall be extended to include products-completed operations coverage. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability and Umbrella Liability policies shall not include any exclusions or limitations for: (i) third-party-over actions; (ii) communicable disease, including but not limited to COVID-19, coronavirus or other related or similar illnesses or conditions or (iii) if applicable to Client's business, per- and polyfluoroalkyl substances (PFAS) and related materials.. Client's liability policies shall include no exclusion for claims by employees of any of Client's contractors, subcontractors or independent contractors. Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the Client and shall not apply to the Padres. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. Client shall provide the Padres with at least 30 days' written notice if any of the required policies are cancelled or not renewed. Client shall furnish the Padres with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the use of the premises. Client shall provide Padres with copies of its insurance policies and/or endorsements upon request. If any of the required policies are written on a claims made basis, Client shall maintain such coverage for a period of three (3) years after termination of the Contract and provide evidence of such coverage on an annual basis during the three (3) year period. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by Client. Any actions, errors or omissions that may invalidate coverage for Client shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by the Padres of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding. If Client fails to obtain such insurance or fails to furnish to Padres the certificate evidencing such insurance, Padres shall have the right to effect such insurance and all premiums paid by Padres shall be payable by Client as an additional expense on demand.

15. Default. Client shall be in default hereunder if Client: (a) fails to make any payment when due under this Contract; or (b) fails to comply with any or all of the other terms and conditions of this Contract. In the event of any default by Client hereunder, Padres may, at its option, terminate this Contract and cancel the Event without payment or reimbursement to Client. In addition, if Client fails to make any payment when due, then Padres shall have the right to apply the amount of the Security Deposit to such outstanding amount. Nothing herein shall be construed as an election of remedies and Padres shall be entitled to exercise any and all other rights and remedies available to it at law or in equity on account of such default. Upon default by Client, Padres shall be entitled to recover all reasonable attorneys' fees and expenses and litigation costs incurred in connection with Client's default.

16. Disclaimer of Warranty. Client acknowledges that neither Padres nor any of its Affiliates or any person or persons on behalf of Padres or any other person or persons affiliated with the Venue or The Shell has made any representations or warranties whatsoever regarding the Event, the Venue or The Shell other than what is set forth in this contract, including without limitation, any representation or warranty of condition, value, merchantability, compliance with applicable laws or fitness for a particular purpose. Padres makes no representation or warranty with regard to the configuration of the surface or interior at the time of the Event.

17. Use of Name. Client shall be permitted to use the name “The Rady Shell at Jacobs Park” in advertising or promotional materials, press releases or other marketing or publicity materials for the sole purpose of publicizing the Event or providing information to attendees of the Event, subject to the prior written approval of Padres, which may be withheld in its sole discretion. Notwithstanding the foregoing, Client shall not be permitted to use the Shell logo, Petco Park logo and/or the San Diego Padres name or logo without the prior written approval of Padres, which may be withheld in its sole discretion. Padres’ in-house photographer and video operator may take photographs and video during the Event for Padres’ promotional purposes.

18. Force Majeure.

(a) Force Majeure Defined. The term “Force Majeure Event” shall mean any one of the following: fire, earthquake, flood, pandemic, act of God, riot, hostilities, civil disorder, direct act of terrorism or a credible threat thereof, declaration of war, strike, lockout or other labor dispute, change in law, ordinance, rule or regulation, or other occurrence or condition of a like nature beyond the reasonable control of the party whose performance is affected, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of any of the foregoing or stemming from economic controls. Inclement weather shall not constitute a Force Majeure Event unless such inclement weather prevents any significant activities planned in connection with the Event and such activities cannot be held in another location within The Shell, Petco Park or the downtown San Diego area, as determined by Padres in its sole discretion.

(b) Padres. Padres shall be excused from performance of its obligations hereunder if its performance is prevented or hindered by a Force Majeure Event, and in such event, Padres shall have the right to either cancel and reschedule the Event, or any part of the Event, for a date that is mutually acceptable to both parties or terminate this Contract as of the date of such Force Majeure Event upon written notice. The remedies for the foregoing events shall be as follows:

(1) If the Event is rescheduled, then Padres shall retain all monies paid to it by Client and Padres shall then retain for its own account an amount equal to the expenses incurred by Padres in connection with its obligations hereunder and the Event, including, without limitation, expenses, fees and charges for third party vendors, pre-order and non-reusable food and beverages, pre-Event cleaning and preparation labor and event coordination (collectively, the “Event Expenses”) and shall apply the remaining balance toward the fees and expenses for the rescheduled event; provided, however, Client shall be responsible for any additional Event Expenses incurred by Padres in connection with such rescheduled event.

(2) If Padres elects to reschedule the Event but the parties cannot, in good faith, agree on a new date, then Padres shall terminate this Contract and, upon such termination, all monies paid to Padres by Client hereunder, less all Event Expenses, shall be returned to Client. Padres shall provide Client with an itemized statement of the Event Expenses as soon as reasonably practicable under the circumstances.

(3) If Padres elects to terminate this Contract and not reschedule the Event as provided in the first sentence of this Section 18(b), all monies paid to Padres by Client hereunder, less all Event Expenses, shall be returned to Client. Padres shall provide Client with an itemized statement of the Event Expenses as soon as reasonably practicable under the circumstances.

(c) Client. Notwithstanding any other terms of this Contract, Client shall be permitted to either reschedule the Event for a date that is mutually acceptable to the parties or cancel the Event by providing Padres with written notice thereof no later than 15 days after the occurrence of a Force Majeure Event, if such Force Majeure Event renders it impossible or infeasible to hold the Event; provided, however, that under no circumstances shall Client’s inability to pay money, whether or not due to a Force Majeure Event, excuse Client’s performance or otherwise entitle Client to cancel the Event pursuant to this Section 18(c). If the Event is rescheduled, Padres shall retain all monies paid to it by Client and Padres shall then retain for its own account an amount equal to the Event Expenses and shall apply the remaining balance toward the fees and expenses for the rescheduled event; provided, however, Client shall be responsible for any additional Event Expenses incurred by Padres in connection with such rescheduled event. If Client elects to cancel the Event altogether, then this Contract shall terminate as of the date that Padres receives Client’s notice and, upon such termination, all monies paid to Padres by Client hereunder, less all Event Expenses, shall be returned to Client. Padres shall provide Client with an itemized statement of the Event Expenses as soon as reasonably practicable under the circumstances.

(d) Damages. In no event shall Client be entitled to receive any compensation or damages of any nature whatsoever (including, without limitation, consequential, special, incidental, exemplary, punitive, direct or indirect damages) if this Contract is terminated or the Event is cancelled due to a Force Majeure Event.

19. Food and Beverages. Except as otherwise provided in the Event Specifications, neither Client nor Client's Guests shall bring any food or beverages of any kind, including alcoholic beverages, to the Event or to the Venue. All food and beverage must be purchased through Padres' approved concessionaire, Volume Services America, Inc. d/b/a Centerplate who shall be the provider of all food, alcohol and beverage services, including the licensee for purposes of provision and sales, as may be amended from time to time in the sole and absolute discretion of Padres.

20. Use of Facility and Venue. Client and Client's Guests shall at all times maintain proper decorum while using the Venue and The Shell and while at the Event, and will abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations and abide by all rules and regulations as are adopted and revised from time to time by Padres or any of its Affiliates. Client and Client's Guests shall not take any action that would cause an increase in premiums of any insurance policy. Padres reserves the right to exclude or eject any and all unruly, rowdy or disruptive persons from the Event without liability and Client shall be fully responsible for any damages, costs or expenses, direct or indirect, incurred by Padres in connection with such disruptive or inappropriate behavior and/or ejection. Client and Client's Guests shall only be allowed in those areas of the Venue or The Shell designated for use by Client and Client's Guests. Client acknowledges that other facilities and areas of The Shell may be used by other persons while the Event is in progress. The Shell is a smoke-free facility. Smoking of any kind is strictly prohibited in any portion of The Shell. Violation of this non-smoking policy will result in expulsion of the person found smoking from The Shell.

21. Drone Policy. The use or operation of drones is strictly prohibited at, in, or around the Venue without the prior written approval of Padres, the Federal Aviation Administration and Air Traffic Control at Lindbergh Field in their sole and absolute discretion. Client shall make Client's Guests aware of the drone policy. Any drone usage approved in accordance with this Section shall be in compliance with all applicable governmental laws, ordinances, orders, directions, rules and regulations and all rules and regulations adopted and revised from time to time by Padres or any of its Affiliates.

22. Damage Liability. Client agrees not to damage, mar, nor in any manner deface the Venue, nor shall Client make or allow to be made any alteration or improvement to the Venue without the prior, express written permission of Padres, which may be withheld in Padres' sole discretion. Reasonable wear and tear as defined by Padres in its sole and absolute discretion excepted, Client shall be liable to Padres for the cost of repairing any damage to any portion of the Venue caused by Client or Client's Guests in connection with the Event.

23. Limitation of Liability. In no event shall Padres or any of its Affiliates be liable to Client for any type of consequential, special, incidental, exemplary, punitive, pecuniary or indirect damages, including without limitation, extra expenses or loss of profits or damages due to loss of use, regardless of whether any such loss results from tort, negligence, breach of this Contract or otherwise, and regardless of whether such loss was foreseeable.

24. Governing Law. This Contract shall be governed by the laws of the state of California without regard to principles of conflicts of laws. The parties consent to the exclusive jurisdiction of, and venue in, San Diego, California.

25. Notices. All notices, demands, consents and approvals that may or are required to be given by any party to another hereunder shall be in writing and shall be deemed to have been fully given by: (a) personal delivery; (b) when deposited in the United States mail, certified or registered, postage prepaid, and addressed to the party to be notified; or (c) by electronic mail if to Client, at the address specified in the Event Specifications or in Addendum A, and if to the Padres, at Petco Park, 100 Park Blvd, San Diego, CA 92101, Attn: General Counsel, or to such other place as the party to be notified may from time to time designate by at least 15 days' notice to the notifying party.

26. Entire Agreement; Modification. This Contract contains the entire agreement of the parties with respect to the matters provided for herein and will supersede any representations or agreements previously made or entered into by the parties (whether oral or written). No modification hereto will be valid or enforceable unless in writing and signed by both parties.

27. Subservience. Notwithstanding any other provision of this Contract, this Contract and the rights, exclusivities and protections granted by the Padres to Client hereunder shall, at the request of Major League Baseball ("MLB"), be subject to its review and written approval, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into or amendment of, any of the following, each as may be issued, entered into or amended from time to time (collectively, the "MLB Documents"): (a) any present or future agreements or arrangements entered into by, or on behalf of, any of MLB entities and/or any of their respective present or future affiliates, assigns or successors, or the MLB Clubs acting collectively, including, without limitation, the Major League Constitution, the Basic Agreement between MLB Clubs and the Major League Baseball Players Association, the Event Contract Terms and Conditions

Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the MLB Clubs and any MLB entity; and (b) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the COB or any other MLB entity. The issuance, entering into, amendment, or implementation of any of the MLB Documents shall be at no cost or liability to any MLB entity or to any individual or entity related thereto.

28. Assignment. Client may not assign its rights or delegate its duties hereunder or otherwise assign this Contract without the prior written consent of Padres, which consent may be withheld in the sole discretion of Padres.

29. Authority. If this Contract is signed in the name of a corporation, partnership, limited liability company, association, club or society, the person(s) signing this Contract represents and warrants to Padres that such person(s) has full authority to sign this Contract.

30. Severability. If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall not be affected, but shall continue to be valid and enforceable to the fullest extent permitted by law.

31. Time of Essence. Time is of the essence with respect to any and all of Client's obligations hereunder.

32. Counterparts. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

33. Attorney Fees. In the event of any litigation or arbitration between the parties hereto, arising out of or relating to this Contract, or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such litigation or arbitration which shall be determined by the court in such litigation or arbitrator or in a separate action brought for that purpose.

34. Compliance with Intellectual Property Law. Client warrants that no music, literary or artistic work, or other property protected by copyright, will be performed, reproduced, used, exhibited, and/or exploited in any way during or in connection with the Event without the prior written permission of the copyright holder or of an authorized licensing agent for the copyright holder (e.g., ASCAP, SESAC, or BMI), such permission to be obtained by Client at its sole cost and expense. Client further warrants that no trademark, service mark, or trade name will be reproduced, used, exhibited, and/or exploited in any manner during or in connection with the Event unless Client has obtained written permission from the trademark holder or an authorized licensing agent for the trademark holder, such permission to be obtained by Client at its sole cost and expense. Client warrants and agrees that it shall comply strictly with all laws regarding intellectual property rights, and further warrants that, in staging and/or promoting the Event, Client shall not infringe upon the statutory and/or common law intellectual property rights of any person and/or entity.

Addendum A	Event Summary
Addendum B	Form of Event Order
Addendum C	Form of Additional Billing Form
Addendum D	Production Package