

EXHIBIT A

1 GOALS AND OBJECTIVES – MCC

- 1.1** Operate a first-class, high-quality, state-of-the-art convention center that is competitive in the industry and exceeds the needs of conventions, consumer shows, meetings, entertainment, and community events.
- 1.2** Identify and implement initiatives to support the Corporation's priorities as it relates to MCC's fiscal results, generating economic impact and positively impacting the local community while 1) ensuring that the MCC remains competitive with other convention venues in both pricing and service levels, and 2) attracting and retaining conventions, trade shows, and other meetings to the MCC.
- 1.3** Provide superior and unique services to users of the MCC and patrons and visitors attending events at the MCC, thereby maximizing customer satisfaction as exhibited by a survey of meeting planners and attendees and an overall favorable perception nationally.
- 1.4** Collaborate with the Corporation to develop local, regional, and national sales and marketing strategies to penetrate new markets, attract new events, and promote the MCC to enhance usage of the MCC and to increase hotel occupancy.
- 1.5** Generate positive and meaningful economic impact to the City and region (via the accommodation of citywide conventions, conferences, and meetings) and overall optimization of the facility and complex, while managing the MCC with the most advantageous fiscal approach.
- 1.6** Properly maintain and safeguard the City's capital investment in the MCC through the exercise of the highest standards of maintenance and preservation and, recommend strategic capital improvements.
- 1.7** Achieve all objectives in a professional manner, consistent with best industry practices and all applicable laws and ordinances.
- 1.8** Work with the Corporation and City to create master plans for future MCC and hospitality development needs including renovation and expansion plans.
- 1.9** Advise the Corporation on the most effective approaches in the negotiation of various contracts and agreements involving facilities, products, and services related to the MCC.
- 1.1** Develop and maintain a SOP (Standard Operating Procedures) manual that details all aspect of the MCC operations and identifies how the operator is going to create best in class service level.

2 MANAGEMENT AND OPERATIONS

2.1 MCC MANAGEMENT AND OPERATIONS

2.1.1 The successful Proposer shall manage and operate the MCC in accordance with policies approved by the Corporation. The successful Proposer shall be responsible for all day-to-day functions and operations of the MCC and shall operate the MCC at all times in the public interest and in accordance with the highest professional and ethical standards.

2.1.2 The successful Proposer shall prepare and submit annual budgets for the MCC's operation. The Proposer shall also maintain a system of internal controls to provide reasonable assurance that the MCC's resources are used in an effective and efficient manner. The Proposer shall keep full and accurate accounting records relating to its activities at the MCC, in accordance with generally accepted accounting principles.

2.1.3 The successful Proposer shall report and provide regular reports to the Corporation's President. The President shall make periodic inspections of the MCC and equipment to determine that they are being maintained in a neat and orderly condition. The Proposer will be required to make any requested improvements in cleaning or maintenance methods.

2.1.4 It is the expectation of the Corporation that service is of the highest quality attainable. The selected proposer will maintain the standard of operations, quality of service, maintenance, and physical appearance of the MCC as a first-class complex with a Convention and Exhibition Hall, Arena, Theatre, and Auditorium. All areas of the MCC are to be kept clean, orderly, attractive, and sanitary at all times and in strict accordance with the applicable laws, ordinances, rules, and regulations as well as the standards of the City of Rochester.

2.1.5 The successful Proposer shall constantly endeavor to improve the operation of the MCC with a view toward developing the most efficient and highest quality of service to the customers, minimizing operating costs, increasing the quality of maintenance and security, and maximizing gross receipts without negatively impacting exhibitor or show manager costs.

2.1.6 The successful Proposer shall be responsible for collaborating with the Corporation to determine all rental rates, fees, and charges for services provided throughout the MCC, and for executing and performing all contracts, use agreements, licenses, and other agreements.

2.1.7 The Proposer shall establish an effective system of communication that encourages linkages and collaborative efforts within the Corporation, and other segments of the hospitality industry.

2.1.8 The successful Proposer will have oversight responsibility over any and all sub-contractors and concessionaires, as set forth in the Management Contract. The successful Proposer will also negotiate future sub-contractor agreements, to be approved by the Corporation.

2.1.9 The successful Proposer will administer payroll systems for all persons employed by the Proposer at the MCC.

2.1.10 The successful Proposer will develop procurement policies, adhering to applicable city code, ordinances, as well as to any applicable City policies as directed by the Corporation.

2.1.11 At the conclusion of the term of the negotiated agreement, the successful Proposer shall be responsible for returning to the MCC all Furniture, Fixtures, and Equipment (FF&E) in the same condition in which they were provided, except for normal wear-and-tear.

2.1.12 The successful Proposer shall abide by all applicable local, county, state, and federal laws pertaining to its operation and shall secure all licenses and permits necessary for the operation of the MCC. The successful Proposer shall be responsible for, and pay all federal, county, city, and state taxes arising as a result of the Management Contract, including those levied against the Corporation and City.

2.1.13 The successful Proposer shall negotiate and execute all agreements for use of MCC space for live entertainment events.

2.1.14 The Corporation shall have the right to reject the character of services and require that undesirable practices be discontinued or remedied. Failure of the successful Proposer to take appropriate action after notification from the Corporation and a reasonable opportunity to cure may result in the cancellation of the Management Contract at the discretion of the Corporation.

2.1.15 The successful Proposer shall thoroughly train and closely supervise all employees so that they are aware of and habitually practice high standards of cleanliness, courtesy, and service.

2.1.16 The successful Proposer shall subject its employees to drug testing and criminal background checks. Employees shall at all times maintain a professional appearance consistent with the requirements of the Management Contract.

2.1.17 The successful Proposer shall not employ any person who does not conduct him or herself in a business like and professional manner and shall promptly take appropriate disciplinary action against employees who do not meet this standard, up to and including termination.

2.2 MCC GENERAL MANAGER

2.2.1 The MCC shall be operated by a competent, successful General Manager reasonably acceptable to the Corporation who is capable of, and empowered to operate the MCC, and to be responsive to the desires and directives of the Corporation in the areas of contract enforcement, scheduling, personnel relations, and any and all other matters pertinent to the operation and management of the MCC. It is expressly understood that the General Manager of the MCC will be located on-site.

2.2.2 The General Manager of the MCC shall accept the decisions of the Corporation as binding in matters of contract interpretation.

2.3 MAINTENANCE AND REPAIR

2.3.1 The successful Proposer shall be responsible for all preventative maintenance and maintenance and repair of the MCC. The interior, exterior, and infrastructure of the physical facility and grounds will be maintained by the successful Proposer, including non-capital repairs and maintenance. The successful Proposer shall also be responsible for informing the Corporation of degraded conditions, and for preparing annual Capital Improvement Program project lists with recommended capital budget for consideration.

The Proposer is further responsible for taking all actions necessary to maintain the validity of all warranties and for ensuring that repairs to any part of the MCC or FF&E which is under warranty is accomplished under the warranty.

2.3.2 The successful Proposer shall maintain a neat and orderly operation at all times, and shall be responsible for, or shall oversee vendor contracts. The successful Proposer shall make available all areas of the MCC under its control for examination at any time by the Corporation or an authorized representative.

2.3.3 No alterations or additions shall be made to the MCC, or any part thereof, without first having obtained the written consent of the Corporation or an authorized representative. Authorized alterations or additions shall become the property of the Corporation at the expiration date/or termination of the Agreement.

2.3.4 The successful Proposer shall not remove any FF&E furnished to the MCC without the express written permission of the Corporation.

2.3.5 The successful Proposer shall replace, at its own expense, any FF&E provided under the Agreement that has been destroyed or damaged with like equipment.

3 FOOD AND BEVERAGE SERVICES

3.1 The Proposer shall have the exclusive right to operate foodservice areas, bars refreshment stands, and vending operations selling food and beverages (alcoholic and non- alcoholic), except as herein otherwise provided. The rights also include wardrobe checking which may, from time to time be sub-contracted to a third-party subject to approval by the Corporation. Failure to provide any service essential to the operation of the MCC as determined by the Corporation will be considered a breach of the Contract resulting from this Request for Proposal.

3.2 The exclusive rights granted herein shall not include the sale at the MCC premises of non-food sundry items, including but not limited to: film, flash bulbs, aspirin, postcards, etc., programs, souvenir books, or other printed matter of a like nature, and copyright novelties. However, the Corporation may require the Proposer to sell such items or may develop a separate contract granting exclusive rights for the sales of such items.

3.3 In operation of this Contract, it shall be understood and agreed that the Proposer is an independent contractor and not an agent, servant or employee of the Corporation.

3.4 Should the Proposer utilize the MCC foodservice facilities for off-site food functions, approval of the Corporation must first be obtained in writing and such off-site foodservice will be subject to restrictions imposed at that time, all such services to be considered as part of gross sales and as such be included under the management fee as per the set-out schedule. Further, the Corporation may negotiate with the successful proposer an appropriate fee for the specific activity as described herein.

4 FOOD SERVICE PROVISION

4.1 The Proposer shall organize, put into service, and manage efficiently the following MCC beverage and catering operations to provide excellent food, beverage, and related vending services within a clean, attractive and pleasant environment.

- Food and Beverage Fixed and Mobile Concession Facilities
- Food Service Pantries/Meeting Rooms
- Main Production Kitchen and Ancillary Finishing Kitchen Spaces

- Ballroom
- Exhibit Halls
- Arena
- Presentation Hall
- Rochester Art Center
- Rochester Civic Theatre
- Vending Services/Areas

5 TYPES OF FOOD AND BEVERAGE SERVICE

5.1 The Proposer, to satisfy the demands of the various tenant needs for food services, will be required to adapt its operation to meet the challenges of various service categories.

5.2 In addition to the normal concession and catering functions the Proposer will provide in the MCC, there will be a need for various specialized services which the Proposer will be required to provide. These services are normally associated with convention/trade show activities. These specialized services shall include, but not be limited to, various snack-type and catered meals in the meeting room areas utilized by tenants, and food and beverage services associated with exhibitor services.

6 FOOD AND BEVERAGE OPERATING CONDITIONS

6.1 The Corporation will furnish to the Proposer for the term of this Contract, storage areas, kitchens, concession facilities, pantries and foodservice equipment.

6.2 Location of all mobile concession stands, certain mobile food carts and location of auxiliary storage space required by the Proposer shall be approved by the Corporation. The Proposer shall acquire no rights to such locations once assigned, and the Corporation reserves the right to require the Proposer to move temporary or permanent stands and equipment when needs of other events require the use of them.

6.3 The Corporation may require the Proposer to provide vending machines. Vending machines shall not be used, except with the approval of the Corporation. The Proposer shall submit its proposals concerning items to be sold, suggested prices, type and style of machines and recommended locations in writing, for the consideration and approval of the Corporation.

6.4 The Proposer agrees that nothing in these specifications shall be construed as to prohibit a tenant of the MCC from exhibiting any merchandise or article in connection with the exhibit or other type of event, or from dispensing free samples of merchandise. Such sampling is subject to approval of the Corporation but normally will be restricted to reasonable portion sizes.

6.5 The Proposer shall have all facilities open and in operation for a reasonable time before, during and after all events as may be requested or approved by the Corporation. The facilities shall not be in operation when there are no events, except as may be approved by the Corporation and MCC's Operator.

6.6 When and if a restaurant/cafe or a temporary food service, i.e. mobile "special emphasis" food service area is in operation, food served must be cooked and prepared by the chef on the premises of the MCC with the exception of baked goods and standard canned and packaged items. Deviation from this requirement must be approved in writing by the Corporation.

6.7 The public's right shall not be infringed upon by any activity of the Proposer or any of its employees. The activities of the Proposer shall be such as to render service to the public in a dignified manner and no pressure, coercion or persuasion shall be used by the vendor in an attempt to influence the public to use the services or product of the vendor. All concession sales shall be conducted and operated under the supervision of the Corporation and shall in no way interfere with the orderly operation of any event. The sales shall be conducted at such times from and at locations designated by the Corporation and for such purpose, and no vendors will be permitted to circulate throughout the premises for the sale of any merchandise, except with the permission of the Corporation. Neither the Proposer nor his employees shall distribute campaign or political literature or any literature of any kind at any time in or on the premises of the MCC.

6.8 The Corporation shall not be responsible for any food, merchandise, or equipment used, maintained or stored at the MCC nor will it be responsible for damage resulting from a power failure, flood, fire, explosion, vandalism and/or other causes, unless such loss or damage was due to a negligent act or omission of the Corporation.

6.9 The Proposer shall be responsible for ensuring regular inspections by the Rochester Board of Health occur each year. Copies of the inspections shall be forwarded to the MCC's Operator for review with Proposer's General Manager.

7 STAFFING

7.1 The Proposer shall select, employ, train, furnish, and deploy in the optimum number (to match work requirements), in each work classification, employees who are proficient, productive, and courteous to patrons, and shall discipline, and if necessary, discharge (subject to the terms and conditions of any then current collective bargaining agreement) any and all personnel working in this operation. The Proposer shall also provide adequately trained relief personnel in the event of absences.

7.2 Should the Proposer's General Manager be voluntarily changed in less than two years-time from the date of his/her work commencement at the MCC (other than voluntarily leaving the employ of the company and/or the parent company, removal at the request of the Corporation, or removal for cause - e.g., performance related, violation of a company policy of the Proposer that would typically result in termination, etc.) without the prior written consent of General Manager, the Proposer will pay to the Corporation a management penalty fee.

7.3 If at any time the Corporation reasonably determines that the Proposer's General Manager or his/her alternate is unsatisfactory, and such reasonable causes and reasons are duly reported in writing by the Corporation to the Proposer, the Proposer shall, within thirty (30) days, replace him/her with a general manager who is satisfactory to the Corporation. If, at any time, Proposer's general manager desires to leave the MCC, Proposer shall use commercially reasonable efforts to cause the current General Manager to provide to the replacement general manager such detailed training as necessary and required before changing his/her position.

7.4 The Proposer agrees that there shall be no discrimination by it against any person, with respect to opportunity for employment or conditions of employment, because of race, color, religion, national origin, age or sex and warrants that they will comply with all applicable local, state and federal laws relating to employment practices.

7.5 Personnel supplied by the Proposer will be deemed employees of the Proposer and will not for any purpose be considered employees or agents of the Corporation.

7.6 The Proposer assumes full responsibility for the actions of such personnel while performing services pursuant to this Contract, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding and income taxes, Unemployment Insurance, Workers' Compensation and Social Security) and the like, as required by the law. The foregoing costs and expenses shall be charged as Allowable Expenses.

7.7 The Corporation shall have the right to refuse access to its facilities at any time to any employee of the Proposer, its agents, sub-contractors or suppliers' employees. The exercise of its right shall not diminish the Proposer's obligation of performance arising under this Contract, provided that the Corporation shall allow the Proposer to have access to said facilities at times sufficient to fulfill said obligation. The rights of access for personnel shall be limited to those parts of the MCC's premises available for common use (e.g. entrances, hallways, stairways, concession areas, lounges, kitchens, cafeteria, banquet area(s), and food preparation areas), but shall not include a right of access to other parts of the MCC unless specifically otherwise requested by the Corporation. The Proposer will be responsible for requiring employees to abide by all instruction, regulation, and codes as specified in writing by the Corporation.

8 UNIFORMS AND LINENS

The Proposer or its agent will provide and maintain linens and uniforms for all employees. Selection type, color, style, and dress code of uniforms will be at the discretion and approval of the Corporation. The Proposer must provide a choice of uniform styles and availability at the Corporation's request. The Corporation will consider the Proposer to be the sole contact and responsible for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is the Proposer's sole responsibility.

9 MENUS

The Proposer shall plan and prepare imaginative, customized menus in consultation and coordination with the Corporation and in accordance with its specification. Quantities, portions, prices of banquet/meeting meals and prices of concession snack items from all food and beverages shall be approved by the Corporation, in its reasonable discretion, according to its requirements. Only foods and beverages which are wholesome and of the best quality shall be purchased and served.

10 FOOD HANDLING

The Proposer agrees to operate the foodservice facilities and perform all work in connection here within a professional and resourceful manner, complying with all public health regulations to the satisfaction of authorized Department of Health Officers and the City.

11 FOOD QUALITY

The Proposer shall sell only foods that comply with all applicable Federal, State, and Local laws, acts, orders, or regulations.

12 ITEMS TO BE SOLD

12.1 No product of inferior quality will be permitted and all items to be sold will require the approval of the Corporation.

12.2 The Proposer will be required to purchase, sell and feature locally (Minnesota) - produced products whenever possible so long as said wholesale prices are competitive with other products available on the open market.

12.3 The Corporation will require the Proposer to offer for sale locally unique, well known and popular food and beverage items in the MCC, as it has been determined that the sale of such items is in the best interest of the MCC and local community.

12.4 The Proposer shall exert its best efforts to donate all wholesome, leftover products which could not otherwise be utilized, to local charities and other similar agencies having as their objective the feeding of the needy.

13 ALCOHOLIC BEVERAGES

13.1 The types of functions at which wine, beer, or other alcoholic beverages are sold shall be subject to regulations established by the Corporation. If any tenant with the prior approval of the Corporation requires that its patrons be allowed to bring alcoholic beverages upon the premises, then the Proposer shall have the right to sell ice, cups, and beverages, commonly referred to as set-ups, as well as levy an appropriate corkage charge agreeable to the Corporation during such functions at a price agreeable to the Proposer and the Corporation; provided, however, that the right of any tenant to bring alcoholic beverages upon the premises shall be conditioned on (i) compliance with all applicable laws, rules and regulations, and (ii) any such tenant indemnifying Proposer, Corporation, and MCC pursuant to an indemnification agreement acceptable to Proposer for any and all damage to Proposer's property and the areas used by Proposer in the provision of food and beverage services hereunder (and equipment utilized in the operation thereof), or with respect to any liability resulting from such tenant's sale or service of alcohol beverages.

13.2 The Proposer must provide all licenses and permits required for the legal sale of alcoholic beverages, the costs of which shall be charged as an Allowable Expense.

13.3 The Proposer must provide an Alcohol Awareness Training Program for its staff, i.e. TIPS, TEAMS, etc. and provide MCC with complete information regarding same.

13.4 Should the Proposer receive any fines, penalties or the like due to its failure to operate in a manner prescribed by law, code or national/local jurisdiction, all such fines will be paid solely by Proposer and not expensed as an Allowable Expense.

14 FOOD AND BEVERAGE PROCUREMENT POLICY

14.1 The Proposer shall purchase food, beverages, and operating supplies, such as uniforms, laundry service, paper goods, and detergents needed for the foodservices to be supplied hereunder from whatever source or sources that will establish and effect procedures which assure the quality and quantity required at the most economical prices, it being understood that the Proposer shall avail itself of all lawful trade, cash, quantity discounts, and rebates and all such discounts and rebates shall inure to the benefit of the foodservice operations herein. All such purchases shall be in the Proposer name, and payment shall be made directly to the Supplier.

14.2 Suppliers will permit no liens whatsoever to be placed against the property of the MCC as a result of the failure of the Proposer, his agents, contractors and/or sub-contractors to make all payments required of them in this connection.

15 FOOD AND BEVERAGE OPERATIONS WAREWASHING

15.1 The Proposer will wash after each use, all non-disposable serviceware, plateware, glassware, and cutlery to achieve maximum cleanliness and sanitation and with respect to glassware and cutlery, produce spotless drying.

15.2 The MCC will provide for the use of the Proposer certain fixed equipment located in the foodservice areas. The said equipment shall remain the property of MCC.

15.3 The Proposer shall be responsible for the maintenance and repair of said equipment during the term of this Contract and any renewal thereof, the costs of which shall be charges as an Allowable Expense.

15.4 In addition to the MCC's normal equipment maintenance schedule, Proposer shall notify the Corporation relative to the needs for repair or replacement of the MCC's equipment, utensils and/or fixtures used in the handling, preparation and service of all foods and beverages in connection with the foodservices, for written approval before undertaking repair or maintenance.

15.5 The Proposer hereby agrees to accept the food/beverage concession equipment, in the condition in which it is found by the Proposer, at the commencement of this Contract. The Proposer shall keep the foodservice facilities in first-class condition and shall maintain the said foodservice equipment (except ordinary wear and tear) and conduct the business generally at a high level of cleanliness and neat appearance (the Corporation's to be sole judge as to the sufficiency of the cleanliness and neatness of appearance of the said premises and of any equipment at any phase of the said business with the power to order any changes or alterations thereto that it may deem desirable) and to leave the said facilities and equipment in a neat and tidy condition and in good operating order at the expiration or other termination of this Contract.

15.6 The Proposer shall, from time to time, and with the written approval of the Corporation, furnish additional supplies as required for the proper operation of the foodservices, including but not limited to the replacement per exact specifications of the existing stock of china, glassware, cutlery, utensils, and so forth damaged or lost by use in the conduct of the operations. The Proposer will at all times take proper care of these supplies and strive to minimize losses and shall provide the initial par stock inventory of smallwares if termination takes place.

15.7 Notwithstanding anything contained herein to the contrary, Proposer shall not be responsible for the provision, purchase, or replacement of any of the food and beverage facilities or any furniture, fixtures, and equipment (collectively, "FF&E"), unless Proposer's negligence (including that of its employees, officers, or agents) shall have been the cause necessitating such purchase or replacement. Furthermore, to the extent that Proposer, in the reasonable exercise of its discretion, should determine that any of the food and beverage facilities or FF&E should be replaced or upgraded as opposed to repaired (whether on account of such equipment being obsolete, outdated, or the cost to repair excessive compared to the replacement or upgrade cost), then Proposer shall apprise Corporation shall, at its sole cost and expense, replace or upgrade, as appropriate, such items, the costs of such replacement or upgrade shall be a capital expense as opposed to an Allowable Expense, and to the extent of available funds. Notwithstanding the foregoing, Proposer shall, at its sole cost and expense (and not as an Allowable Expense), keep in good order and repair (i) all structural components of the MCC, including, without limitation, the foundations, bearing and exterior walls, windows, subflooring, roof and roof membrane, (ii) all mechanical components, and utility systems within or serving the MCC, including unexposed electrical, gas, plumbing, and sewage systems, including, without limitation, those portions of the

systems lying outside the MCC, and (iii) all heating, ventilating, and air-conditioning systems servicing the MCC.

16 FOOD AND BEVERAGE CLEANING, INSPECTION AND SANITATION

16.1 The Proposer will provide all applicable inventories of MCC's specified china, glassware, flatware, cooking utensils, and sundry items. These and any replacement costs will be an allowable expense. Appropriate records of serviceware replacement costs will be maintained by the Proposer and made available to the Corporation upon request. The Proposer will maintain, at all times, the kitchens and food preparation areas and all equipment, fixtures, paraphernalia, material, utensils, and other items therein, in a clean and sanitary manner; and comply with all applicable health and sanitation laws and regulations in effect where the foodservices areas are located. The Proposer shall permit and facilitate inspection of the foodservice operation by the Corporation and its representatives and by public authorities so authorized at all times.

16.2 The Proposer shall provide the Corporation with the following:

- A. A description of the Proposer's approach to sanitation practices.
- B. A description of the Proposer's program used to train employees in proper sanitation procedures.

16.3 All refuse and waste materials created by Proposer's operations in all foodservice areas including cafe(s) and portable cafeteria(s), shall be promptly disposed of after each event by Proposer directly into a compactor designated by the Corporation.

16.4 The Proposer shall be responsible for the regular servicing of fire protection and fire extinguishing systems in the kitchen and food preparation areas to ensure they are fully operable.

16.5 Rodent Control

The Proposer will contract for rodent and other vermin prevention and extermination as is necessary or required by law. The Proposer shall exert the utmost vigilance in detecting signs of rodent and other vermin and insect infestation, and when discovered take immediate action to eradicate such infestation.

17 GREASE

The Proposer must not discharge any grease into the building drains and must keep grease in containers for disposal by the Proposer. If the Proposer fails to comply with this provision, any cost, charge or expense involved in opening, cleaning or repairing drains will be paid by the Proposer, the full cost of which will not be considered an allowable expense.

18 USE OF PREMISES BY OTHERS

18.1 The Proposer shall not permit the private use of any part of the premises without in each case the prior written approval of the Corporation.

18.2 Corporation may lease space for certain major functions which have as their primary purpose the preparation and consumption of food and beverage of a specific geographical derivation, in which case the Corporation may grant a tenant permission to sell or otherwise dispense food and beverage products (without limiting the generality of the above); provided, however, that the right of any tenant to dispense food and beverage products at the MCC shall be conditioned on (i) compliance with all applicable laws, rules and regulations, and (ii) any such

tenant indemnifying Proposer, Corporation and MCC pursuant to an indemnification agreement acceptable to Proposer for any and all damage to Proposer's property and the areas used by Proposer in the provision of food and beverage services hereunder (and equipment utilized in the operation thereof), and with respect to any liability resulting from such tenant's sale or service of food and/or beverages at the MCC. In such cases, the Proposer may charge a reasonable fee for the tenant's use of the premises and equipment used by Proposer pursuant to this Contract (which fee shall be subject to the prior written approval of the Corporation) with the revenues thus gained by the Proposer to be accounted for as Gross Receipts.

19 OBLIGATIONS OF THE CORPORATION

19.1 The Corporation will establish an executive framework to administer all necessary functions of the Corporation as it pertains to administering the contract contemplated by the RFP. These functions include, but are not necessarily limited to the following:

19.1.1 Work in mutual accord with the Proposer to ensure the highest quality of services and facilities.

19.1.2 Receive and review independent audits of the MCC financial statements.

19.1.3 Receive and review customer survey research completed by the Proposer, including analysis that affects incentive payments identified in the Management Contract.

19.1.4 Review, approve and budget capital projects for repair/replacement at the MCC, in conjunction with the Proposer management team.

19.1.5 Monitor overall management company performance through an annual performance audit.

19.1.6 Review MCC pricing, policies and other arrangements necessary for the operations of the MCC.

19.1.7 Review all labor negotiation strategies and negotiation efforts as may be required with collective bargaining.

19.1.8 Review and monitor all revenue from the operation of the MCC by the Proposer and monitor all operating expenses within a budget developed by the Proposer and approved by the Corporation.

19.1.9 Provide all initial land, buildings and facilities and FF&E in good working order (to be inventoried at time of Management Contract signing).

19.1.10 Review and approve MCC's purchase of all necessary on-site equipment and replacement items of major capital equipment in accordance with the recommended and approved capital improvement plan.

19.1.11 Make periodic inspections of the facilities and FF&E to determine that they are being maintained in a neat and orderly condition.

19.1.12 The Corporation reserves the right to modify its functional role with respect to administering the operations of the MCC at any time, subject to the terms of the Management Contract.

Or

20 **LIMITED SCOPE REQUIREMENT**

The Corporation may consider self-operating individual departments within the MCC.

The Corporation reserves the right to accept an offer in-full, or in-part, or to reject all offers. As such, proposals must have fee structures identified by each department listed below and may also include, at the option of the Proposer, a single bundled price for all of the departments. Each stated price for a department is firm and may not be increased by Proposer regardless of whether Proposer's offer is accepted in full or in part. In the event a limited scope of services is selected, the Proposer will have the opportunity to submit a best and final offer.

Pricing should be provided for the following departments:

- Catering
- Live Entertainment Sales
- Box Office Operations
- Event Production
- Operations
- Maintenance
- Security
- Catering
- Finance