

VENUE USE AGREEMENT

This Venue Use Agreement ("Agreement") is made by and between the City of Rochester and the Rochester Airport Company (collectively referred to as "Owners") and Private Jet Services Group, Inc. as agent for Republican National Committee ("RNC") and executed as of the date signed by both parties.

WHEREAS, Owner is willing to rent to RNC and RNC desires to rent from Owner, the Owner's facilities and grounds, as approved by Owner, located at 7600 Helgerson Dr. SW Rochester, MN 55902 ("Premises") for the purpose of RNC holding a campaign "friends and family" event ("Event"), on the terms and conditions set forth herein.

The Agreement is made subject to the following terms and conditions:

RENTAL

Owner shall make Premises exclusively available to RNC **from 9:00 am on October 29, 2020, to 10:00 pm on October 30, 2020** ("Rental Period"). RNC shall have access to and use of Premises during Rental Period. During Rental Period, Premises shall be used for set-up and build-out, press load-in, security sweep, guest "doors open" time, Event, and break-down. Owner recognizes that Event will be held on **October 30, 2020**, during which press and invitees will attend the Event. RNC's production team is responsible for setting up non-pre-existing staging, lighting, seating, tables, etc. as needed for Event at RNC's expense. This is not a public event and only invited guests will be allowed on the Premises. The RNC shall make a guest list available to the Owners at least two hours before any guests arrive.

RENT

RNC agrees to pay Owner the sum of **\$16,000** ("Rental Fee") to rent Premises for the Rental Period. *Owner represents that such sum constitutes fair market value* of the use of exclusive space and shall include access to the basic utilities of the Premises, costs associated with moving incidentals within the Premises to prepare areas for the Event, and all costs associated with operating the Premises during the Rental Period. The Rental Fee shall be paid by RNC to Owners immediately upon invoicing by Owners to RNC.

COVID-19 PRECAUTIONS

RNC agrees to abide by all Emergency Executive Orders currently in effect in the State of Minnesota in regards to the COVID-19 pandemic. Specifically, Executive Order 20-74 which requires a minimum of 6 feet of social distancing between members of different households, an outdoor crowd size not to exceed 250 individuals, and the RNC shall develop and implement a COVID-19 Preparedness Plan, approved by the Owners prior to execution of this Agreement. Said COVID-19 Preparedness Plan needs to be presented to the Rochester City Attorney's Office on or before 10:00 CDT October 30, 2020

INSURANCE

RNC agrees to keep in full force and effect a comprehensive general liability insurance policy, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000.00). RNC shall provide a certificate of insurance evidencing such coverage to Owner prior to rental period and add Owner as additional insureds on such certificate, each upon request from Owner.

LIABILITY

RNC assumes all risk and liability for personal injury, bodily injury, and property damage incurred as a direct or indirect result of the negligence of RNC, its employees and agents. Owner assumes all risk and liability for personal injury, bodily injury, including but not limited to sickness or injury related to the consumption of food provided by Owner, and property damage incurred as a direct or indirect result of the negligence of Owner, Owner's employees and agents.

RNC is solely responsible for ensuring the event complies with all State rules and regulations, specifically Executive Order 20-74. RNC agrees to indemnify, defend and hold harmless Owners for any action taken by the State of Minnesota should the Event not comply with State rules and regulations.

EVENT SECURITY

Owner acknowledges and agrees that the Event may feature the President of the United States, Vice President of the United States and/or others under the protection of U.S. Secret Service, and that Secret Service may operate in connection with the Event and have sole and direct responsibility for independently coordinating any law enforcement services necessary for the Event. Owner further recognizes that Secret Service is a federal government law enforcement agency and RNC, a private campaign committee, has no affiliation with or control over Secret Service's actions in connection with the Event. As such, no law enforcement or related costs in connection with the Event will be the responsibility of RNC or Owner, and no such costs will be coordinated or incurred by Owner, charged through Owner to RNC, or otherwise be reimbursable expenses in connection with this Agreement. Notwithstanding the foregoing, RNC may, as necessary, separately provide private security contractors at RNC's own expense to operate in conjunction with the Event. Owner agrees to cooperate with the Secret Service and RNC's private security contractors, as the case may be. During the Event, access credentials will be issued only by the RNC at RNC's sole discretion.

CONFIDENTIALITY/NON-DISCLOSURE

Owners acknowledge and agree that Owners and their agents may come into the possession of confidential information that pertains to the security of the Event. Owner acknowledges that any such information is confidential information and Owner will not willfully or negligently divulge or make available such confidential information to any third party except as authorized by RNC or United States Secret Service.

CANCELLATION/ATTRITION

In the event of cancellation or attrition by RNC, Owner agrees to undertake reasonable sales efforts to resell the cancelled function space. If Owner resells all or part of the cancelled function space, the amount owed by RNC pursuant to this Paragraph shall be reduced in an amount equal to the revenue received by Owner from such resale, including revenues from the sale of food and beverages.

Notwithstanding the foregoing, Owner acknowledges that the Event may involve the President of the United States of America, and that RNC therefore may be forced to cancel or postpone the Event at any time, upon prompt notice to Owner, due to obligations in relation to a pending or occurred national emergency or other crisis (including natural disasters) beyond the control of RNC. In such case, RNC's cancellation will not be deemed a breach of this Agreement, and no obligation, performance, or payment contemplated under this agreement, will be owed by either party and any payments shall be reimbursed to RNC. RNC, however, shall reimburse Owner for any costs incurred by Owner in connection with the Event as of the cancellation date.

FAIR MARKET VALUE

Owner represents the amount paid by RNC to Owner pursuant to the terms of the Contract constitutes fair market value of the goods and/or services provided. Additionally, Owner represents and warrants: (1) Owner customarily makes the space available to civic and community groups; (2) Owner makes the space available to other candidates upon request; and (3) Owner makes the space available to candidates on the same terms given to other groups/organizations .

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Owner represents and warrants that the information provided to RNC on the Form W-9 ("Request for Taxpayer Identification Number and Certification ") is true and accurate.

LIMITATION OF LIABILITY

Owner will look only to the assets of the RNC, an unincorporated association, for payment of any obligation that may become due from the RNC. No member, officer, employee, or agent of the RNC or of any committee thereof shall be liable for any such obligation.

FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure in the performance of such party's obligations under this Contract or otherwise if such delay or failure arises from any cause or causes beyond the control of such party including, without limitation, labor shortages or disputes, strikes, other labor or industrial disturbances, delays in transportation, acts of God, floods, lightning, fire, epidemic, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, explosives, riots, regulations or orders by the government, or subdivision thereof.

NOTICES

Notice addresses for Owner and RNC are as follows:

City of Rochester
7600 Helgerson Dr. SW
Rochester, MN 55902
kclaussen@flyrst.com

Republican National Committee
c/o Private Jet Services
5 Batchelder Road
Seabrook, NH 03874
Attn: Mike Klemm

ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties, and shall not be amended except in writing signed by both parties.

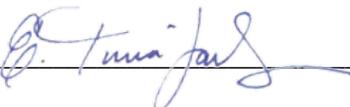
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Authorized representatives of the parties have caused this Agreement to be executed by signing below.

For Owner:

FOR REPUBLICAN NATIONAL COMMITTEE

By: _____

By:  _____

Printed Name: **Aaron Parrish**

Printed Name: **Tinna Jackson** _____

Title: **Deputy City Administrator**

Title: **Chief Operating Officer** _____

Dated: **10-29-2020** _____

Dated: **10/29/2020** _____