

STATE OF TEXAS

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JUNE 24, 1992

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JUNE 24, 2012

COUNTY OF DALLAS

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20yr. contract

MANAGEMENT CONTRACT
MUSEUM OF AFRICAN-AMERICAN
LIFE AND CULTURE

This contract, by and between the City of Dallas, a municipal corporation, hereinafter called "City" and the Foundation of African-American Art, a Texas corporation doing business as the Museum of African-American Life and Culture, hereinafter called "Museum," shall be as follows:

WITNESSETH

WHEREAS, the Museum is a non-profit corporation dedicated to the research, identification, selection, acquisition, presentation and preservation of visual art forms and historical documents that relate to the life and culture of the African-American community with emphasis on Dallas and the southwestern United States; and

WHEREAS, the City has one of its purposes the establishment, maintenance, promotion and operation of cultural facilities for the benefit of the public; and

WHEREAS, on May 22, 1991 (91-1648), the City and the Museum agreed to undertake financing of the construction of a museum facility to be known as the Museum of African-American Life and Culture, and the museum facility is to be located upon real estate approximately as shown in Exhibit A which is attached and made part of the Agreement; and

WHEREAS, the City Council of the City of Dallas passed a Cultural Policy for the City on June 12, 1991 (91-1837) which addresses cultural facility development and management; and

WHEREAS, the City and the Museum desire to enter into a management contract for the operation of a newly constructed City-owned cultural facility in accordance with the Cultural Policy.

NOW, THEREFORE, for and in consideration of the services provided on behalf of the City by the Museum for the maintenance, operation and management of the Museum of African-American Life and Culture, and the funding provided by the Museum in support thereof, as hereinafter provided, the City and the Museum covenant and agree as follows:

1.0 OBJECTIVE

It shall be the objective of the parties to jointly establish, promote and operate a public museum on the property wholly owned by the City and identified on Exhibit A attached hereto and incorporated by reference herein.

2.0 TERM

The term of this agreement shall be a period of twenty (20) years commencing on the date of execution hereof with up to two (2) five year renewal options.

3.0 TITLE TO PROPERTY

3.1 TITLE TO BUILDINGS AND GROUNDS

The Museum acknowledges without reservation that the City holds and shall hold the title to the grounds and building at Fair Park identified on Exhibit A.

3.2 TITLE TO PERSONAL PROPERTY

It is acknowledged and agreed by the City that the title to the museum collections and all other property of the Museum which shall or may be placed in the Museum of African-American Life and Culture continue to be and remain absolutely the property of the Museum.

The Museum acknowledges that the items of personal property listed on Exhibit B are and shall remain property of the City. The property listed on Exhibit B may be returned to the City, or the City may provide additional personal property to the Museum, from time to time, without formal amendment to this contract. The property listed on Exhibit B shall be audited and

inspected annually by an authorized representative of the Office of Cultural Affairs. Exhibit B shall be revised when necessary to reflect additions or deletions thereto, and shall be verified by the signatures of the Director of the Office of Cultural Affairs and the Director of the Museum. Personal property not listed on Exhibit B which is used by the Museum in connection with the operation of Museum of African-American Life and Culture shall not be considered property of the City. In the event the Museum submits the acquisitions of any personal property to the City in fulfillment of the Museum's obligations to provide private matching funds in connection with any present or future requirement of the City's Cultural Policy, and if the City accepts such property in connection with any such matching requirement, title to such property must first pass to the City in order for the value of such property to be counted for such matching requirements. Such property shall thereafter be listed on Exhibit B at the next revision of Exhibit B.

4.0 SUBLEASING

No space in the buildings shall be subleased (except on a daily rental basis) by the Museum without first obtaining written consent and approval of the Office of Cultural Affairs.

5.0 PUBLIC ACCESS AND ADMISSION FEES

It is expressly understood and agreed by and between the parties that the building and all exhibits shall be kept open and accessible to the public, free of charge, at all reasonable hours as shall be agreed upon from time to time by the Museum and the Office of Cultural Affairs. The Museum shall have the authority and privilege to charge an admission fee for special exhibits, provided that the Museum shall first request written approval from the Office of Cultural Affairs at least 60 days prior to the commencement of each exhibit.

6.0 CITY RIGHT OF ENTRY

The City shall have access at all times to every part of the building for the purpose of the performance of the duties delegated to it by the Charter and the Ordinances of the City of Dallas, and the laws of the State of Texas.

The police power of the City shall extend to and through the building. The City shall also have access to every part of the building for the purpose of general inspection, visitation and supervision at all reasonable times. The Museum may appoint, direct, control and remove all persons employed within the building and in and about the care of the building and exhibits therein contained, save and except those assigned by the City in performance of those duties imposed upon it by this agreement or imposed upon it by the Charter provisions of the City.

7.0 USE BY THE CITY OF DALLAS

Notwithstanding the other terms hereof, the City shall have the right, authority, and power to reasonably use and occupy the premises and/or to cause or permit others to reasonably use and occupy the premises, for such period being at a time which does not interfere with a function scheduled by the Museum. The City shall give the Museum a minimum of 30 days prior notice before using the premises for such activities. Such notice shall be in writing and shall describe the area desired to be used and the time of such usage by or under the City. Prior to giving such notice the City shall contact the Museum to establish the date that the premises will be available. All direct costs for such use shall be borne by the City.

8.0 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

The Museum shall not make any structural changes, additions, or alterations to the Museum of African-American Life and Culture without the written consent and approval of the Office of Cultural Affairs and the Park and Recreation Board, and then only after the approval by the Office of Cultural Affairs and Park and Recreation Board of detailed architectural plans for such work.

9.0 SUBCONTRACTS WITH CONCESSIONAIRES

The City reserves the right to approve any subcontracts with terms of more than one year entered into by the Museum for concessions services in the Museum of African-American Life and Culture.

10.0 PRINTED MATERIALS

The Museum shall credit the City of Dallas Office of Cultural Affairs for its support of the Museum of African-American Life and Culture in all publicly disseminated printed materials.

11.0 OPERATING POLICIES AND RESPONSIBILITIES

The Museum shall submit its operating policies and procedures to the Office of Cultural Affairs in written form for review. These operating policies shall be consistent with the policies of the City, and shall ensure nondiscriminatory opportunities for all citizens of Dallas. The Museum agrees that its policies and operations will be designed to preserve and maintain the historical integrity of all buildings, grounds and improvements existing at Fair Park and shall be consistent with the policies of the City regarding cultural and recreational facilities.

12.0 CARE OF COLLECTIONS

The Museum agrees to properly care for the building, archival library and all collections and other items under its supervision, including future additions to the present collections, save and except those obligations expressly undertaken by the City pursuant to the terms of Section 19.0 hereof.

13.0 INSURANCE AND INDEMNITY

The Museum agrees to meet the minimum insurance requirements and indemnity provisions as defined by Exhibit C and to provide funds for such insurance in its annual budget. In addition, the Museum agrees to maintain sufficient cash reserves to cover any of its deductibles or retained risk.

14.0 ENDOWMENT FUND

The Museum shall establish an operating endowment fund and shall also use its best efforts to raise contributions from year to year in order to augment such endowment. Earnings shall be used for the benefit of the Museum's operations.

15.0 ELECTION OF THE DIRECTORS OF THE MUSEUM

It is stipulated and agreed by the Museum that said organization, through its board of directors, utilizes and manages property owned by the City. The Museum hereby expressly agrees to exercise appropriate care, prudence, and diligence in the solicitation of members and the election of directors for the purpose of assuring broad community representation and participation in its programs and the promotion of the Museum, and to act always in accordance with community goals and in the highest public interest. The Museum agrees that in making appointments to the Board of Directors, it will take into consideration both the ethnic and geographical composition of the City. Further, the Museum hereby expressly agrees to supply on an annual basis the names of those persons selected as directors of the Museum to the Office of Cultural Affairs as a public record.

16.0 CHARTER AND BYLAWS

The Museum shall file a true and correct copy of its corporate charter, with amendments, if any, and an accurate and complete copy of its bylaws and any amendments thereto, and copy of its I.R.S. letter of determination of I.R.S. Sec. 501(c)(3) status with the Office of Cultural Affairs to be maintained as a public record available for inspection to any person upon request during normal business hours. In the event of subsequent amendments to such charter and bylaws, true and correct copies of the same shall be timely filed with the Office of Cultural Affairs.

17.0 MUSEUM'S RESPONSIBILITIES

The Museum shall exercise sole operational and supervisory authority over all activities conducted on the premises of the Museum of African-American Life and Culture, over all the personnel working therein, and over all such matters as private security, safety, insurance, planning, collections and displays, and the purchase, exchange, or acquisition of additional items to be added to the collections. The Museum will be responsible for all educational, research, and informational programs conducted on the premises of the Museum of African-American Life and Culture and all related printed material. The Museum will submit for prior approval by the Office of Cultural Affairs and

the Park and Recreation Board all facility plans for future improvements to be located on the premises of the Museum of African-American Life and Culture, to include, but not be limited to, entrances, parking, and pedestrian paths, both inside the building and outside on the grounds. The Museum shall have the sole authority for hiring, firing, supervising and otherwise directing all personnel and volunteer workers in the Museum of African-American Life and Culture. The Museum will supervise all other matters relating to the general operation of the Museum of African-American Life and Culture. In addition, the Museum shall provide the cost of telephone service and all personnel incidental to its operation of the building including all necessary supplies, tools and equipment.

18.0 CITY'S RESPONSIBILITIES:

18.1 MAINTENANCE AND UPKEEP BY CITY

In addition to other obligations undertaken by the City under this contract, the City agrees, subject to annual City Council appropriation, to provide funding in its departmental budgets for the following items for the Museum of African-American Life and Culture:

(1) All structural maintenance and repairs of the building, building systems, and future improvements (excluding telephone systems and janitorial services).

(2) Minor, non-structural improvements to the building (the Museum may, at its option and expense, perform minor improvements; provided, however, that the City has the right to review all plans and specifications for such improvements and all such improvements shall be done in conformance with City codes, ordinances, regulations, design criteria and building standards and all City and state boards and commissions having jurisdiction over the Premises); and

(3) Maintenance of all landscaping on the grounds surrounding the Museum of African-American Life and Culture and for all grounds maintenance, which shall include, without limitation, snow removal and sanding in inclement weather, and property upkeep.

(4) Conservation of exterior and interior City-owned artwork (murals, statuary) located at the Museum of African-American Life and Culture.

To the extent of available funding, the City shall provide for the preventative maintenance of the Museum of African-American Life and Culture building.

18.2 UTILITY SERVICES

The City shall pay the cost of electric, gas, sewer, waste disposal, and water utility services to the Museum of African-American Life and Culture.

18.3 PROPERTY INSURANCE

The City shall maintain in full force and effect during the continuance of this contract, standard fire and extended coverage insurance, of the type prescribed for use in Texas from time to time by the applicable authorities, covering the Museum of African-American Life and Culture building in amounts at least equal to the full replacement cost thereof. The Museum shall cooperate with the City's insurer on all matters, including but not limited to, facility inspections and loss adjustments. Personal property insurance shall be the responsibility of the Museum. In the event that the Museum of African-American Life and Culture building shall suffer damage or destruction, the City shall cause same to be repaired or rebuilt to the extent allowable from the proceeds of insurance. To the extent of the dollar value of the deductible stated in the City's insurance policy covering such loss, however, and for the purposes hereof, the City shall be considered self-insured and shall be responsible for the repair or replacement cost of any loss excluded from such insurance coverage by reason of such deductible amount. Proceeds of personal property or fine arts insurance shall be used, to the extent available, to replace any personal property or artwork which has been destroyed and which is located within or on the exterior of the building and owned by the City.

18.4 DIRECT SUPPORT

It is understood that the cost of operation of the museum shall be primarily borne by the Museum. Direct payments, if any, to the Museum shall be made pursuant to its annual cultural service agreement with the City, following City Council approval. The Museum understands that the level of payment authorized by the annual cultural service agreement is solely within the discretion of the City Council. All other necessary operating expenses of the Museum (excluding those paid by the City under this contract) shall be paid by the Museum. In addition, the Museum from time to time may apply to the Office of Cultural Affairs for additional service contracts for programs or special projects, all in accordance with the City's established policy for procurement of services from cultural organizations, as such policy may change from time to time.

19.0 OPERATING PERSONNEL

The Museum shall employ and pay the necessary museum staff and administrative personnel as established in the Museum's annual operating budget. It is understood that all operating personnel shall be employees of the Museum and not of the City. The City assumes no obligations to such persons. The City shall in no sense ever be deemed to be an employer of, or partner or joint venturer with the Museum or any of its operating personnel. The Museum agrees and hereafter shall defend and hold the City harmless against any claims against the City by any employees of the Museum with respect to employee benefits of the City.

20.0 REPORTS AND PROPOSED OPERATING BUDGETS

The Museum shall submit annually to the Office of Cultural Affairs a proposal for services which shall be assembled in the format required by the Office of Cultural Affairs, and which shall reflect the income and expenditures for the past and current fiscal years and proposed income and expenditures for the next fiscal year. The proposal shall be submitted in complete and final form not later than the annual date set by the Office of

Cultural Affairs. The City Manager, with the advice of the Director of the Office of Cultural Affairs and the Cultural Affairs Commission, may recommend to the City Council from year to year that funds be included in the proposed budget of the Office of Cultural Affairs for procurement of services from the Museum in operating the Museum of African-American Life and Culture and related programs. The City acknowledges that it has historically provided such direct payments through annual service agreements with the Museum. Any payments for such services shall be provided on a monthly reimbursement basis following submission of monthly expenditure reports by the Museum to the Office of Cultural Affairs. In no instance shall the cumulative payments for any twelve (12) month period exceed the total of the Museum's service contract amount as authorized by the City Council, in its sole discretion. The Museum shall provide the Office of Cultural Affairs with such reports as it may request from time to time concerning its operations. At a minimum, the following reports shall be required:

A. An annual audit prepared by an independent certified public accounting firm, which shall include, but not be limited to, financial reports relative to the income, expense, assets, liabilities and financial stability of the Museum, and other reports as may be customarily available with such audits, and

B. Any other reports as may reasonably be required.

21.0 COMPLIANCE WITH LAWS

The Museum agrees that in the performance of its responsibilities under this contract, it will strictly observe and abide by the ordinances of the City of Dallas, the laws of the State of Texas and of the United States of America as the same now exist or as the same may hereafter be amended or any new ordinances or laws which may be enacted. The Museum shall observe and abide by the highest principles of civic responsibility to the end that neither public funds nor public property shall be used in any manner which is inimical to public confidence in the administration of the City of Dallas.

22.0 NONDISCRIMINATION

During the period of this contract, the Museum agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, age, handicap, or national origin; nor shall any person be denied admittance nor be prevented from participating in any portion of any public function or activity at the Museum of African-American Life and Culture because of race, creed, color, sex, religion, age, handicap, or national origin.

23.0 DEFAULT BY THE MUSEUM

Failure to comply with any term, condition, or covenant of this Contract shall constitute an event of default by the Museum.

23.1 RIGHT TO NOTICE AND OPPORTUNITY TO CURE

The City shall give the Museum written notice of any default by the Museum. Such notice shall specify what action or lack thereof has led to the Museum's default. The Museum shall have ninety (90) days following its receipt of any such notice in which to cure the default (the "Cure Period"). If said default cannot be cured within said Cure Period, provided the Museum has with reasonable diligence and good faith attempted to cure same, the Cure Period shall be extended as needed to permit the Museum to cure said default, provided that the Museum continues to attempt said cure with due diligence and in good faith. Should the Museum fail to cure any default within the Cure Period, the City may pursue its remedies as set forth in this Contract. Notwithstanding the foregoing, upon receipt of any written notice of default, the Museum may (but shall not be obligated to) request a hearing before the City Manager. Such request shall be granted if the Museum files the request promptly with the Director of the Office of Cultural Affairs. From any written order of the City Manager issued after any such hearing, but not otherwise, the Museum may, within fifteen (15) days of receipt of written notice, ask the City Council to review the subject matter of the controversy and the City Council in its discretion may pass on the matter or grant a hearing thereon. The decision of the City Council shall be final and

binding. Wrongful failure or refusal of the Museum to comply with any such order of the City Manager, if the same be not reversed by the City Council, shall authorize the City to terminate this Contract and assume full control of the Museum of African-American Life and Culture.

23.2 CITY'S REMEDIES FOR DEFAULT

If the Museum defaults hereunder, fails to cure any such default within the Cure Period, and upon conclusion of the review procedure set forth in Section 24.1, City shall have the option to terminate this Contract upon thirty (30) days written notice to the Museum. The Museum shall vacate the Museum of African-American Life and Culture on or before the thirtieth (30th) day following the date of such notice. If the Museum fails to so vacate, the City may, without prejudice to any other remedy which it may have in its possession, enter upon and take possession of the Museum of African-American Life and Culture and expel or remove the Museum and any other person who may be occupying the Museum of African-American Life and Culture or any part thereof, except by use of force. Should City be forced to remove the Museum or its personalty from the Museum of African-American Life and Culture, excluding property owned or leased by third parties, any personalty so removed shall be handled with due care and shall be stored by the City within a secure storage facility at the Museum's expense. If the City is unable to obtain possession of the Museum of African-American Life and Culture by a means other than the use of force, the City may pursue such other remedies as are provided to it by statute, by law or in equity.

Notwithstanding the foregoing remedies for default, where public safety is at issue, the Museum shall take immediate action as directed by the Director of the Office of Cultural Affairs, or his/her designee, pending the appeal process.

24.0 CONFLICT OF INTEREST OF CITY EMPLOYEES

The following section of the Charter of the City of Dallas shall be one of the conditions of, and a part of, the consideration of this Contract, to-wit:

Chapter XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED -- "No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office, or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

The provisions of this section shall not apply to the participation by City employees in federally funded housing programs to the extent permitted by applicable federal or state law."

25.0 GIFT TO PUBLIC SERVANT

A. The City may terminate this contract immediately if the Museum has offered, conferred, or agreed to confer any benefit on a City employee or official that the City employee is prohibited by law from accepting. (The City has been advised by the prosecuting authorities that the Section 36.10(4) exception to Sections 36.08 and 36.09 of the Texas Penal Code is not available to public servants who have no legal reporting requirements.)

B. For purposes of this Section, "benefit" means anything reasonably regarded as economic gain and economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

C. Notwithstanding any other legal remedies the City may require the Museum to remove any employee of the Museum who has violated the restrictions of this section or similar state or federal law, and obtain reimbursement for any expenditures made to the Museum as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

26.0 SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, except as otherwise provided in this Contract, their assigns.

27.0 APPLICABLE LAWS

This Contract is made subject to the charter and ordinances of the City, as amended, and all applicable laws of the State of Texas. This Contract shall be construed under and governed by the laws and court decisions of the State of Texas.

28.0 NO PARTNERSHIP; NO AGENCY RELATIONSHIP

Nothing contained in this Contract shall be deemed to constitute the City and the Museum partners or joint venturers with each other. Further, nothing contained in this Contract is intended, nor shall it be construed, to create the relationship of principal and agent or to create and fiduciary obligations between the City and the Museum.

29.0 NO WAIVER

No waiver by the City or any default or breach of any term, covenant, or condition of this Contract shall be treated as a waiver of any subsequent default or breach of the same or any other terms, covenant, or condition of this Contract.

30.0 FORCE MAJEURE

If (a) the Museum of African-American Life and Culture or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the Museum of African-American Life and Culture for the purposes and during the periods specified in this Contract or (b) the use of the Museum of African-American Life and Culture by the Museum is, in whole or in part, prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the City, the parties hereto shall be excused from performance hereunder for such period of time as reasonably necessary after such occurrence until the condition preventing such use has passed or been remedied.

31.0 VENUE

The obligations of the parties under Contract are performable in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Dallas County, Texas.

32.0 NOTICES

Any notices required to be given under this Contract shall be in writing and shall be hand delivered and addressed to the parties as follows:

If to City: Director, Office of Cultural Affairs
 1925 Elm Street, Suite 500
 Dallas, Texas 75201

If to Museum Director, Museum of African-American Life and Culture
 P.O. Box 150153
 Dallas, Texas 75315-0153

33.0 APPROVALS

Whenever in this Contract the approval of the City is required for any purpose, the Museum shall file the appropriate documents with the Office of Cultural Affairs with notice of the action proposed to be taken in connection therewith. The City agrees to notify the Museum of its approval or disapproval of same with ninety (90) days of the filing thereof. Approval shall be by the City Council where required by the City Charter.

34.0 ABATEMENT OF NUISANCES

The Museum shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances caused by the Museum, its activities, its officers, agents, or employees, in or upon or connected with the Museum of African-American Life and Culture, and shall pay for any costs of such compliance.

35.0 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract for any reason is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

36.0 CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

37.0 AMENDMENT AND REFORMATION

It is not the intention of either party to cause or impose unreasonable burdens upon the other by this Contract. It is the intention and understanding of the parties hereto that all necessary provisions of

law have been inserted herein. However, if by mistake or otherwise, some such provision is not inserted herein, or is not in proper form, then upon written request of either party this Contract shall be amended to comply with the law without prejudice to the rights of either party hereunder. Further, this Contract may be amended from time to time, upon mutual consent of the parties hereto and approval of any such amendment shall be subject to approval by the City Council.

38.0 EFFECTIVE DATE:

This contract supersedes any prior contract between the parties hereto, and shall become effective immediately upon execution and approval.

39.0 WORLD CUP:

Notwithstanding anything to the contrary contained herein, the terms of this agreement are subject and subordinate to any and all outstanding agreements between the City and World Cup USA, Inc..

IN TESTIMONY WHEREOF, WITNESS the signature of the parties hereto this 24th day of June, 1992, the City of Dallas signing by and through its City Manager, as authorized by Resolution No. 92-2487, and the Museum of African-American Life and Culture, signing by and through its President and Director and attesting by its corporate Secretary.

APPROVED AS TO FORM:
SAM LINDSAY
Acting City Attorney

CITY OF DALLAS
JAN HART
City Manager

By: James D. E. Cook
Assistant City Attorney

By: Lewis H. Davis
Assistant City Manager

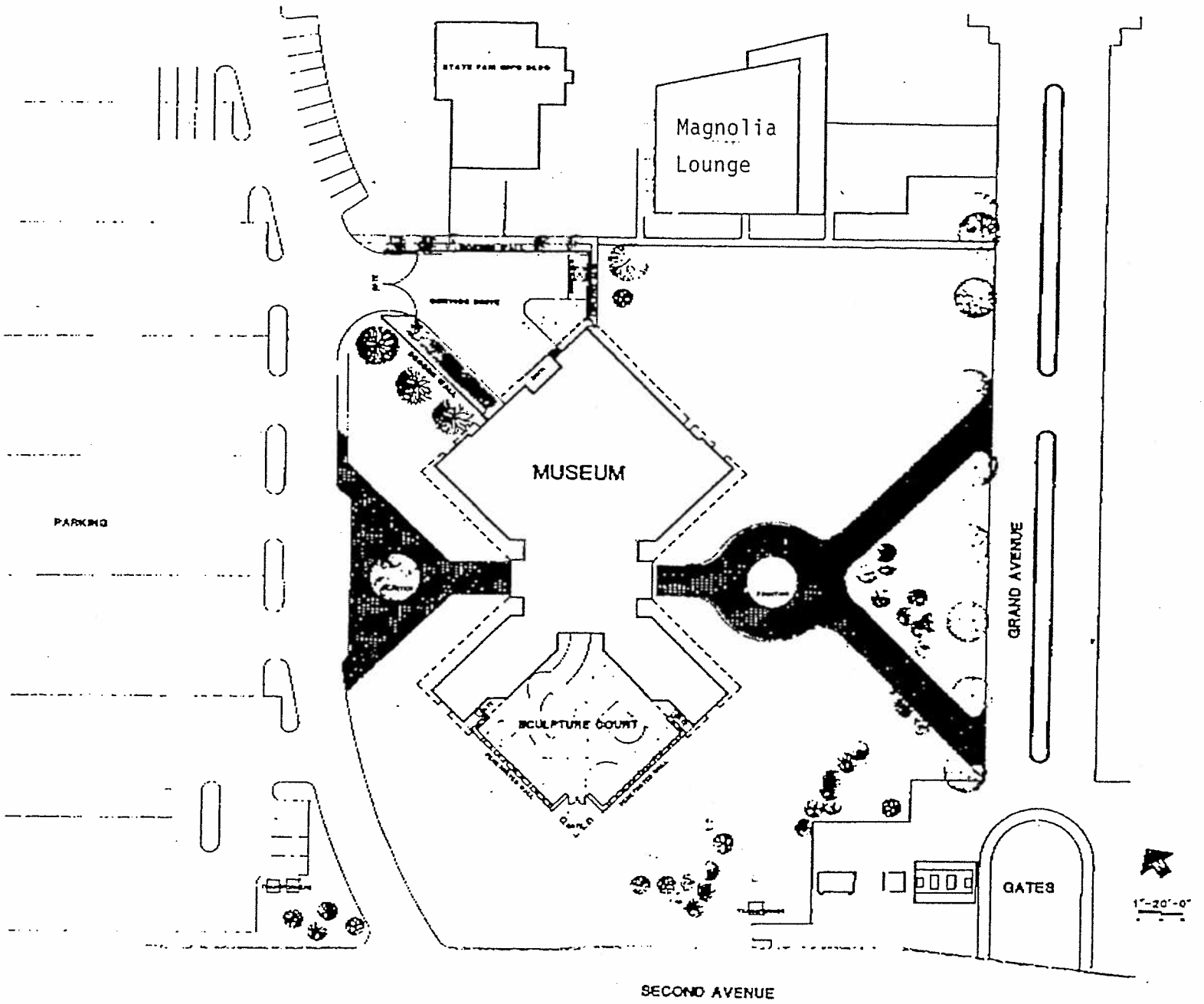
ATTEST:

By: John Atkins
Secretary

MUSEUM OF AFRICAN-AMERICAN
LIFE AND CULTURE

By: Billy R. Allen
President
by [Signature]
Director

EXHIBIT A



FAIR PARK

EXHIBIT B

EXHIBIT C
INSURANCE AND INDEMNITY

SECTION A. Prior to the approval of this contract by the City Council, the MUSEUM shall furnish a completed Insurance Certificate to the Director's Office, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE DIRECTOR'S OFFICE, and no officer or employee shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions, or the claims history of the industry as well as the MUSEUM.

SECTION C. Subject to the MUSEUM's right to maintain reasonable deductibles in such amounts as are approved by CITY, the MUSEUM shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the MUSEUM's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amounts:

- | | |
|--|--|
| 1. Workers' Compensation
and
Employers Liability | Statutory

\$100,000/500,000/100,000 |
| 2. Commercial General (public)
Liability insurance including
coverage for the following:
a. Premises/operations
b. Independent contractors
c. Products/completed operations
d. Personal injury
e. Contractual liability
f. Medical payments
g. Fire legal liability
h. CITY's property in the
MUSEUM's care, custody,
or control | Combined single limit for
bodily injury and property
damage of \$1,000,000 per
occurrence or its
equivalent

\$250,000 |
| 3. Comprehensive Automobile
Liability insurance, including
coverage for loading and
unloading hazards, for:
a. Owned/leased vehicles
b. Non-owned vehicles
c. Hired vehicles | Combined single limit for
bodily injury and property
damage of \$600,000 per occurrence
or its equivalent |
| 4. All-Risk Property insurance
covering the Museum's personal
property (contents) located
within the Museum | 100% of replacement cost |
| 5. If alcoholic beverages are sold,
given, dispensed or otherwise made
available to the Public by the Museum
or for the Museum:

Liquor Liability insurance |

\$1,000,000 each common cause |
| 6. If valet parking is provided by
the Museum:

Garagekeepers Legal Liability |

\$100,000 limit |

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, the MUSEUM shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The MUSEUM agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name of City of Dallas and its officers, employees, and elected representatives as additional insureds, (as the interests of each insured may appear) as to all applicable coverage;
- b. Provide for 45 days notice to CITY for cancellation, non-renewal, or material change;
- c. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Dallas where CITY is an additional insured shown on the policy;
- d. Provide for notice to CITY at the two addresses shown below by registered mail;

- e. The MUSEUM agrees to waive subrogation against the City of Dallas, its officers and employees for injuries, including death, property damage, or any other loss;
- f. Provide that all provisions of this contract concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The MUSEUM shall notify CITY in the event of any changes in coverage and shall give such notices not less than 45 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to CITY at the following addresses:

Director, Office of Cultural Affairs
City of Dallas
1925 Elm Street, Suite 500
Dallas, Texas 75201

Director of Risk Management
City of Dallas
1500 Marilla, 1C-North
Dallas, Texas 75201

SECTION D. Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the MUSEUM shall not relieve the MUSEUM of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the MUSEUM from liability.

INDEMNITY

The MUSEUM agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgements, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the MUSEUM's breach of any of the terms or provisions of this contract, or by any other negligent or strictly liable act or omission of the MUSEUM, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the MUSEUM and CITY, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.