

**CABLE DAHMER ARENA
EVENT LICENSE AGREEMENT
Effective Date: October 16, 2024**

Licensee's Name ("Licensee"): Raytown School District State of Formation: Missouri Licensee's Address: 6608 Raytown Rd. Raytown, MO 64133 Contact Person Name: Ms. Jessica Bassett/Kathy Thompson Contact Email: kathy.thompson@raytownschools.org Contact Phone: (816) 268-7013	Facility ("Facility"): Cable Dahmer Arena 19100 E Valley View Parkway Independence, MO 64055 Contact Person Name: Mike Young Contact Email: mike.young@oakviewgroup.com Contact Phone : (816) 442-6101
Description of event to be held ("Event"): Raytown and Raytown South High School Graduation Event Date: May 18, 2025 Event Time: 10:00AM (Raytown South) and 2:00PM (Raytown) Expected Attendance: 4500 (per school)	
Base License Fee ("Base License Fee"): U.S. \$23,000.00 plus the reimbursable expenses described in this Agreement, including, without limitation, Section 2 below.	Deposit Amount ("Deposit"): U.S. \$11,500.00 due no later than Friday, December 6, 2024 and \$11,500.00 due not later Than Friday, April 11, 2025.
Area(s) of Facility that Licensee may use ("Licensed Premises") and dates of use, including load in/out, if applicable ("Term"): Licensed Premises Description: Arena floor, seating facilities, access areas, public address and scoreboards, sound systems, dressing rooms, press rooms, corridors, stairways, walks and lavatories in or about the Arena and such other areas or parts of the Arena as may be necessary for the presentation of the event. Load In: May 18, 2025 8:00AM Load Out: May 18, 2025 11:00PM Special Terms*: NA *To the extent any Special Terms conflict with the attached Standard Terms and Conditions, the Special Terms herein shall control.	

This Event License Agreement ("Agreement") is between (i) Global Spectrum, L.P. d/b/a Oak View Group ("Operator") as agent on behalf of Independence Events Center Management Corporation ("Owner"), and (ii) the Licensee set forth above.

Background

Owner is the owner of the Facility and has engaged Operator to manage and operate the Facility. Operator is authorized by Owner to license the use of the Facility to others for the purpose of holding certain events. The purpose of this Agreement is to set forth the terms and conditions on which Operator is granting Licensee a license to use the Facility for the purpose of holding the Event. By signing below, the parties acknowledge receipt and understanding of all the terms and conditions herein, including the attached Standard Terms and Conditions.

ACCEPTED AND AGREED as of the Effective Date:

Raytown School District

By: Jessica A Bassett
 Print Name: JESSICA BASSETT
 Title: ASSISTANT SUPERINTENDENT

GLOBAL SPECTRUM, L.P. d/b/a Oak View Group
 as agent on behalf of Independence Events Center
 Management Corporation

By: Mike Young
 Mike Young
 General Manager

STANDARD TERMS AND CONDITIONS: EVENT LICENSE AGREEMENT

1. **Grant of License; Obligation to Hold the Event.** Subject to the terms and conditions of this Agreement, Operator grants to Licensee a license to use the Licensed Premises. This license does not include any right to use the parking areas or non-public areas in and around the Facility, unless otherwise specifically designated by Operator. Licensee shall use the Facility to hold and present the Event within the Licensed Premises in accordance with the terms and conditions of this Agreement and all rules and regulations of Operator or Owner pertaining to the Facility (the "Facility Rules"), as modified from time to time upon notice to Licensee. The Term may not be extended without the Operator's prior written approval and any approved extension may result in additional fees.

2. **Duties of Operator.** Operator, at the cost and expense of Licensee except or as otherwise set forth below, shall provide (or cause to be provided) the following in connection with the Event (the cost of which shall collectively constitute "Costs"): personnel necessary to set-up and take-down the Event, security personnel, EMTs, fireguards, police, parking personnel, housekeeping costs, stagehands, video/camera production, stage curtain rental, and other necessary support services customarily provided by Operator for a similar event, and additional items, equipment, personnel and services which Licensee requests to be provided in connection with the Event and which Operator is reasonably able to provide, such as personnel necessary for production requirements, including use of lighting and/or sound equipment, all of which shall be subject to the approval of Operator and shall constitute Costs for purposes of this Agreement. Food and beverage service is not included in Fee and must be purchased separately from the food and beverage concessionaire for the Facility and from no other party. It is understood by Licensee that services, labor, and equipment will be provided only to the extent of existing available inventory and resources and in consideration of other Facility events and activities.

3. **Fees; Deposit.** Licensee shall pay Operator the Base License Fee plus all Costs as set forth above and any other expenses that Licensee is obligated to reimburse Operator for under this Agreement (collectively, the "Fee"). The nonrefundable (except as provided for in Section 10(b)) Deposit shall be due and payable to Operator as set forth on the cover page. Such Deposit shall be credited to the Fee, but Licensee shall not be entitled to the payment of any interest on the Deposit. Following the Event, Operator shall determine its actual Costs incurred in connection with Licensee's use. In the event such Costs are less than the estimated costs already paid by Licensee, Operator shall reimburse Licensee the difference, and if such Costs are greater, Licensee shall promptly pay Operator the difference. In the event Licensee fails to make any payment hereunder when due, interest shall accrue at the rate of one and 1.5% per month (i.e., 18% per annum), or the maximum rate permitted by law, whichever is less. The form of payment shall be money order, wire transfer, or certified check, unless agreed to otherwise by Operator.

4. **Licenses and Permits.** Prior to the Event, Licensee shall procure, at its expense (i) all licenses, permits, and approvals required under applicable laws in connection with its use of the Licensed Premises for the Event, including, without limitation, any licenses, permits, or approvals required by the local Fire Department, and (ii) all licenses required by any performance rights organizations, such as ASCAP, BMI, GMR and SESAC, for music or other works to be utilized or displayed in connection with the Event. Copies of such licenses and proof of payment therefor shall be provided to Operator upon request. Notwithstanding anything contained herein to the contrary, Licensee shall not be required to secure any permits for any music licenses which have previously been secured by Operator or Owner.

5. Indemnification; Release of Liability; No Warranties.

(a) **Indemnification.** Licensee hereby agrees to indemnify, defend, and hold harmless Operator, any and all Facility vendors, Owner, and any other present or future lender providing financing to, or in connection with, the construction or operation of, the Facility, and each of their respective successors and assigns, and all past, current, and future agents, representatives, servants, officials, regents, officers, directors or supervisors, consultants and employees of the foregoing (collectively, the "Facility Parties") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Claims or Costs") arising or alleged to arise, wholly or in part, from (i) any breach of this Agreement by Licensee, (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or artists appearing in the Event (including support personnel engaged by Licensee in connection with the presentation of the Event), persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Facility by Licensee, during the Term or any other time while the Facility (or any part thereof) is used by or are under the control of Licensee (collectively, the "Licensee Parties"). It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against Operator, and this Agreement is deemed a written agreement for indemnity under the workers' compensation laws of the commonwealth or state in which the Facility is located.

(b) **Condition of Facility.** Except as specifically stated herein, Operator makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws, of the Facility, the Licensed Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Facility. Licensee further agrees that the Facility and specifically the Licensed Premises are being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Notwithstanding anything contained herein to the contrary, Operator shall provide the Facility in a good state of repair and shall be responsible for maintaining all building-related permits required for the day-to-day operation of the Facility.

(c) **Risk of Loss.** None of the Facility Parties shall be responsible or liable for any loss or damage to the personal property of Licensee or any Licensee Party in connection with Licensee's use of the Facility hereunder, except and to the extent any such loss or damage is due to the gross negligence or willful misconduct of Operator. Licensee acknowledges and agrees that all of its property or property of others in the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee on behalf of itself and each Licensee Party hereby waives and releases the Facility Parties from any and all Claims or Costs related thereto to the fullest extent permitted by law, except to the extent any such Claims or Costs are due to the gross negligence or willful misconduct of any Facility Party.

(d) **Survival.** The provisions of this Section 5 shall survive any expiration or termination of this Agreement.

6. Insurance.

(a) **Required Coverage / Required Terms.** Licensee shall at its sole cost and expense acquire and maintain throughout the Term, insurance as required on Exhibit A, attached hereto, and comply with all terms contained therein.

(b) **Failure to Obtain Insurance.** Operator shall have the right to prohibit Licensee or any subcontractor of Licensee from entering the Facility until certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Operator. In the event that Licensee

fails to procure and present the required insurance, Operator shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as a Cost hereunder.

7. Termination. If either party fails to comply with any of the terms and conditions of this Agreement and such failure is not remedied within 10 days of its receipt of written notice regarding such failure, the other party may terminate this Agreement by written notice, without prejudice to any other legal rights or remedies such other party may have. Notwithstanding the foregoing, in no event shall Operator be liable for any special, consequential, indirect, or punitive damages.

8. Compliance with Laws and Facility Rules. Licensee shall comply with (and shall ensure that all Licensee Parties comply with) all Facility Rules, and all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement, including, without limitation, ensuring that any additions or modifications to the Facility made for the Event comply in all respects with the American with Disabilities Act, as amended, ("Compliance Obligations"). These Compliance Obligations include, without limitation, compliance with all laws, regulations, ordinances, and Facility rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by Operator to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to Operator as Costs.

9. Use of Facility.

(a) **Prohibited Items.** Licensee shall not, without Operator's prior written consent, sell or bring into the Facility any equipment, food or beverages or any other items, or engage in any commercial or fund-raising activity. Licensee must fully comply with the fire code of the jurisdiction where the Facility is located and all rules and standards of the local fire department, which may require securing a license or permit to conduct certain activities contemplated under this Agreement. Use of combustible material is forbidden. Licensee shall not (and shall ensure that its employees, agents, and contractors do not) cover or conceal in any manner whatsoever from public view or access the fire-fighting equipment in the Facility, such as fire extinguishers and fire hose cabinets and exits.

(b) **Return of Facility.** Licensee shall not (and shall ensure that all Licensee Parties do not) mar, deface or injure any part of the Facility. Upon conclusion of the Term, Licensee shall deliver the Facility in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted.

(c) **Access; Control.** The use of the Facility shall be coordinated with a designated representative of Operator, who shall have the right to be present at and supervise Licensee's activities. Licensee shall follow any and all reasonable instructions of Operator's representative. Operator does not relinquish the right to control the management of the Facility by virtue of Licensee's use. Operator shall at all times have the right to limit the number of people attending the Event for the purpose of ensuring the safety of people and property at the Facility. If, in the sole judgment of Operator, Licensee's or any Licensee Party's use of the Facility poses a danger to the safety of others, or a risk of damage to the Facility or any property, Operator may eject people from the Facility as it sees fit, restrict Licensee's activities at the Facility or time period of use, and/or cancel the Event and terminate this Agreement.

10. Force Majeure.

(a) **Definition.** "Event of Force Majeure" means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, pandemic, epidemic, act of God, strike, lockout, or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.

(b) **Event of Force Majeure Affecting Facility.** Should an Event of Force Majeure render the Facility, or any material part thereof destroyed or substantially damaged, and therefore render the fulfillment of this Agreement by Operator (but not Licensee) impractical, this Agreement shall terminate, and neither party shall be liable or responsible for any damage or loss caused thereby. In the event of termination pursuant to the foregoing, as Licensee's sole remedy, Operator shall return to Licensee the Deposit (or portion which has been previously paid) and any other uncommitted or cancelable advance payments received by Operator from Licensee, less any documented out-of-pocket costs incurred by Operator in connection with the Event (for which Licensee shall remain liable).

(c) **Event of Force Majeure Affecting Event.** Should Licensee be unable to take possession of the Facility or otherwise present the Event due to an Event of Force Majeure, either party may terminate this Agreement upon written notice, and neither party shall be liable or responsible for any damage or loss caused thereby. In the event of termination pursuant to the foregoing, as Licensee's sole remedy, Licensee shall receive a refund of any uncommitted or cancelable advance payments, with the exception of the Deposit, which is nonrefundable.

11. Governing Law; Consent to Exclusive Jurisdiction. This Agreement shall be governed by the internal laws of the state or commonwealth in which the Facility is located, without regard to conflict of laws principles. Any action arising out of or in connection with this Agreement or the conduct, acts, or activities of the parties hereunder, shall be brought in the federal or state courts located in the state or commonwealth in which the Facility is located, and the parties hereby submit to the exclusive jurisdiction of, and venue in, those courts.

12. Management Agreement. Licensee recognizes Operator is entering into this Agreement pursuant to its specific authority in the management agreement between Operator and Owner (the "Management Agreement") and to the extent such Management Agreement expires or is terminated, or Operator ceases for any reason to be the manager of the Facility, such event shall not give rise to any liability to Operator, and Operator shall cease to have any responsibilities or liability under this Agreement. In such case, this Agreement shall remain in full force and effect as between Owner (on a direct basis) and Licensee, and all performance hereunder by Operator shall be rendered by Owner or its designee, including the Facility's successor manager.

13. Miscellaneous. Each party represents and warrants to the other that: (i) it has full corporate power and legal authority to enter into and perform this Agreement; (ii) all necessary corporate approvals for the execution and performance of this Agreement by it have been obtained; and (iii) this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms. Licensee may not assign or transfer this Agreement or any interest herein (including, without limitation, rights, and duties of performance), without the prior written consent of Operator. Operator may assign this Agreement in whole or in part at any time to any party including, without limitation, to Owner or to any successor owner or operator of the Facility. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy. All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to the addresses set forth above (for Operator, Attn: General Manager), with a courtesy copy of all notices sent by electronic mail, and with a copy of all notices sent to Operator sent to Oak View Group - OVG360, 5050 South Syracuse St., Suite 800, Denver, CO 80237, Attn: OVG360 Legal Department, Email: OVG360Legal@oakviewgroup.com. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall

remain in full force and effect. This Agreement constitutes the entire agreement between the parties regarding its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether written or oral. This Agreement may not be amended except by a writing signed by an authorized representative of each party. There are no third-party beneficiaries of this Agreement, except that Licensee acknowledges each of Operator, as agent for Owner, and Owner, as principal, have a vested interest in this Agreement and each are entitled to enforce this Agreement directly against Licensee. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. Except where prohibited by the laws or constitution of the state or commonwealth in which the Facility is located, in case any suit or action is instituted to enforce compliance with this Agreement, including all appeals, the prevailing party shall be entitled to recover from the non-prevailing party, as permitted by law, all reasonable costs incurred, including staff time, court costs, reasonable attorneys' fees, and all other related expenses, in addition to any costs and disbursements provided under applicable laws. This Agreement may be executed in any number of counterparts (including by.pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

Exhibit A
Insurance Obligations

Licensee shall acquire and maintain in full force and effect, at its sole cost and expenses, for the duration of the Agreement the following insurance coverage:

1. **Workers' Compensation.** Workers' Compensation (or similar local scheme) insurance in accordance with the statutory requirements of the state or commonwealth in which the Facility is located. Such policy will provide coverage in the event any employee of Licensee sustains a compensable accidental injury while on work assignment at the Facility or in connection with the Event. Such policy will cover any employee, players, performers, and any borrowed, leased, or other person to whom such compensation may be payable by Licensee.
2. **Employer's Liability.** Employer's Liability Insurance covering bodily injury, death and disease, in the amount of \$1,000,000 each per accident, employee and policy limit with benefits afforded under the laws of the state or commonwealth in which the services are to be performed. Such policy will cover any employee, players, performers, and any borrowed, leased, or other person to whom such compensation may be payable by Licensee.
3. **Commercial General Liability.** Commercial General Liability Insurance written on an occurrence form, including but not limited to, bodily injury, premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury, and host liquor liability with limits of at least \$1,000,000 per occurrence, \$2,000,000 in the aggregate, which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement). Such insurance shall include blanket contractual liability, products and completed operations coverage, fire legal liability coverage and personal & advertising injury coverage.
4. **Automobile Liability.** Licensee shall maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired, and non-owned vehicles, in the minimum amount of \$1,000,000 per accident, \$2,000,000 in the aggregate for personal injury and property damage (including with respect to load-in and load-out).
5. **Umbrella Liability.** Umbrella Liability on a follow form or at least as broad underlying insurance, at limits no less than \$5,000,000 per occurrence and aggregate in excess of the limits in 2, 3, and 4, above.

Additional Terms:

- Other than in connection with workers' compensation policies, each of the foregoing policies shall name Operator, Owner, Global Spectrum, L.P., Independence Events Center Management Corporation, Oak View Group, and Ovations Food Services, L.P., as additional insureds.
- **Certificates of Insurance.** At least 30 days prior to the Event (or immediately upon execution hereof, if less than 30 days remain before the Event), the Licensee shall provide to the Operator certificate(s) of insurance evidencing the coverages set forth above, and compliance with each these Additional Terms.
- Insurance policies shall: (i) be issued by insurance companies authorized to do business by the State in which the Facility is located and have an A.M. Best rating of at least A-VIII or better for the duration of the Agreement, (ii) include a waiver of subrogation in favor of the Facility Parties and (iii) be primary and non-contributory with any available insurance policies and programs of self-insurance of the Facility Parties.
- Licensee shall not cancel or otherwise modify policies set forth above without 30 business days' prior written notice to Operator and shall provide at least 10 days' written notice in the event of a non-payment of premium by Licensee.
- The insurance required hereunder does not represent that the coverages and limits are adequate to protect Licensee, and all policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.
- The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to any Facility Party, including without limitation the contractual obligation to indemnify and defend the Facility Parties, and failure to request evidence of this insurance or failure to review such evidence shall not be construed as a waiver of Licensee's obligation to provide the insurance coverage specified.
- The insurance limits required hereunder may be obtained through any combination of primary and excess or umbrella liability insurance. Any coverage that is on a claims-made basis shall be maintained for at least 3 years following the Event.