

EXHIBIT A

Contract Terms

1. The five-year renewal contract will extend from October 1, 2020 through September 30, 2025, and will include one three-year renewal option, subject to City Council approval.
2. Dallas Convention and Visitors Bureau (dba VisitDallas) will market, advertise, promote and solicit through various sales programs, to acquaint potential users and prospective tourists with public meeting, arts, leisure, sports, film, destination, industry, medical, cultural and convention facilities and other attractions within the city of Dallas with a primary focus on the Kay Bailey Hutchison Convention Center Dallas (KBHCCD).
3. VisitDallas will not use HOT to advertise, promote or sponsor any event or organization which primarily benefits entities located outside of the Dallas city limits without the express approval of the Director. This provision is not intended to prevent VisitDallas from listing or providing information about attractions or events outside the Dallas City limits that VisitDallas believes, in its reasonable business judgment, are necessary to achieve the overall goal of bringing visitors and conventions to the City of Dallas. Convention and Event Services will establish a policy that sets criteria to measure advertisement, marketing or solicitation of region-wide events (e.g., World Cup) where significant financial impact will take place within the boundaries of the City of Dallas. As part of this criteria, specific post-event measurements will be taken to confirm direct benefit of the potential and realized economic impact to the City of Dallas. Additionally, the Director must receive and approve a plan from VisitDallas that speaks to amended membership rates and use of the VisitDallas website related to non-Dallas hotels/businesses.
4. The contract will include references to a required five-year proforma that will align with subsection (c), of Section 44-35, "Levy; Amount; Disposition of Revenue," of Article V, "Hotel Occupancy Tax," of Chapter 44, "Taxation" of the Dallas City Code which will amend the disbursement of hotel occupancy tax (HOT) as follows:

Effective Date	Termination Date	percent to the acquisition of sites for and the constructing, improving, enlarging, equipping, repairing, operating, and maintaining of the convention center complex or both; or pledging payment of bonds as authorized by Chapter 1504 of the Texas Government Code as amended.	percent to advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the city;	percent to the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; and historical restoration and preservation projects to encourage tourist and convention delegates to visit preserved historic sites or museums: at or in the immediate vicinity of convention center facilities or visitor information centers; or located elsewhere in the municipality or its vicinity that would be frequented by tourist and convention delegates.
Oct 1, 2020	Sep 30, 2021	4.718	2.037	0.245
Oct 1, 2021	Sep 30, 2022	4.718	1.932	0.35
Oct 1, 2022	Sep 30, 2023	4.718	1.757	0.525
Oct 1, 2023	Sep 30, 2024	4.718	1.582	0.7
Oct 1, 2024	Sep 30, 2025	4.718	1.407	0.875

5. The ordinance realignment will impact the percentage of HOT dispersed to VisitDallas on a not to exceed basis, as follows:

Fiscal Year	HOT Reduction	VisitDallas	Other Allowable Uses	Convention Center
2021	0.00%	29.10%	3.50%	67.4%
2022	1.50%	27.60%	5.00%	67.4%
2023	2.50%	25.10%	7.50%	67.4%
2024	2.50%	22.60%	10.00%	67.4%
2025	2.50%	20.10%	12.50%	67.4%

6. The contract will include governance requirements for VisitDallas that call for the City of Dallas Mayor to appoint:
- Chair-Elect from a choice of three suggested candidates supplied by VisitDallas
 - One “at large” at his or her discretion
 - One from City Council
 - Two additional from a choice of three candidates for each position supplied by VisitDallas

These governance requirements will be included in the contract and align with VisitDallas by-laws.

7. Contract compliance language incorporated in the November 13, 2019 approved Amended and Restated Contract will remain to memorialize all firm due dates, additional reporting language and requirements, and amended definitions for tourism, inclusion of arts and culture specifically for promotional and marketing activities, along with the removal of reserve fund obligations.
8. The contract will include language which indicates that VisitDallas shall meet City of Dallas established MWBE goals.
9. The existing termination clause within the Amended and Restated contract will be revised from 60 to 120 days.
10. The contract will include a stipulation that VisitDallas will move their office into a city-owned facility which will be provided free of rent for the duration of the contract including extensions. Build out of that space will be absorbed by the City of Dallas as part of the Convention Center Master Plan.
11. The contract will include the retainage prohibition language currently in the Amended and Restated contract which states in Section 3. C. that *[a]t no time will VisitDallas maintain a reserve fund of Hotel Occupancy Tax. Any unexpended or unobligated HOT funds remaining at year end shall be remitted to the City. Alternatively, the Director may approve a carryforward of HOT to the following year of such excess HOT funds for specific projects, shortfalls caused by market fluctuations or other factors; or, reduce VisitDallas’ allocation of HOT to absorb such excess collections in the following year.*

12. The contract will include language indicating that Convention and Event Services will perform a full contract review and incorporate potential revisions in year three of the contract.