

EXHIBIT A – Terms

Agreed upon terms for the Third Amendment to the Contract between the City of Dallas and the Dallas Convention and Visitors Bureau for Convention and Public Event Facility Promotion, Advertising and Tourism Development Services (“Visit Dallas”), as amended, include but are not limited to:

1. Visit Dallas will provide turnkey booking and sales service at Fair Park. These services will include:
 - Event and client research
 - Client identification and outreach
 - Negotiation of full event terms
 - Preparation of final term sheets with clients
2. City of Dallas and Visit Dallas will mutually agree on annual Key Performance Indicators based on revenue targets and facility usage rates. The fee paid to Visit Dallas in the amount of \$1,219,750 will include staffing and other associated costs to perform the turnkey sales, booking, and marketing services. In return, the City will receive 100% of revenues from events sold. Based upon historic event bookings this will be a significant revenue generating contract for Fair Park.
3. Annual Fee: \$1,219,750, which shall be inclusive of costs related to personnel, services, and other fees (“Fee”). The Fee will be prorated for the partial year commencing on execution of a definitive written agreement through September 30, 2026.
4. Term: two years going though and including September 30, 2028.
5. Termination for Cause: Either party shall have the right to terminate for uncured breach of a definitive written agreement or for failure to timely achieve benchmarks identified in a definitive written agreement.
6. Termination for Convenience – Either party shall have the right to terminate for convenience with no less than ninety days’ written notice to the other party.
7. Scope of Services/Responsibilities of the City and Visit Dallas
 - A. Visit Dallas –
 - i. Market and solicit potential users to choose Fair Park as the location for their events, meetings, and related activities including:
 - ii. Sales: Business opportunity generation and selling of events into Fair Park, including development of sales strategies and tactics, business and market analysis,

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and target generation; coordinate with Fair Park to develop pricing strategies; coordinate with Fair Park on goals (number of events and revenues); manage booking calendar with Fair Park; coordinate with Fair Park on site familiarization tours; provide training to Fair Park services team on sales procedures, CRM, and Visit Dallas customer services initiatives, where applicable; and provide a deal memo to Fair Park for each event sold by Visit Dallas to include client name, dates, facilities to be rented, agreed upon fees and prices, etc. Visit Dallas does not make any guarantees as to the number or types of events that may be generated through the sales process.

- iii. Marketing: Support Visit Dallas sales efforts with respect to Fair Park digital media and social strategies, graphic design, and collateral materials, including coordination with Fair Park on content updates to Fair Park channels including website and socials. For the avoidance of doubt the foregoing shall only apply to content support and not the operation of any systems, applications, or platforms, and further shall not include services related to brand identity, public relations, or development of marketing materials for cultural institutions located in Fair Park.
- iv. Staffing: will provide 3 employees. Visit Dallas shall have the right to reallocate staffing as it deems necessary to perform the services.

B. City of Dallas/Fair Park – City of Dallas will coordinate with Visit Dallas with respect to venue availability and sales solicitations. As between City of Dallas and Visit Dallas, City of Dallas shall be solely responsible for service and support for all events, meetings, and related activities solicited by Visit Dallas. Specific responsibilities of City of Dallas shall include:

- i. Capital improvements as well as renovation, repairs, and maintenance to grounds and buildings. Facilities must be maintained in “ready to show” condition, free of debris, clean, and ensuring all building systems are properly functioning.
- ii. Provide working space for dedicated Visit Dallas staff.
- iii. Updated video/photography of facilities in use.
- iv. Real-time tracking of Fair Park and building availabilities.
- v. Coordinate with Visit Dallas to establish pricing for events.
- vi. Servicing all events arranged by Visit Dallas, including securing vendors to ensure proper services are available and provided for all events.
- vii. Providing bundled pricing for third-party services, e.g., food and beverage, set ups and tear downs, WIFI, security, etc.
- viii. Contracting, billing, and collections for all events.

8. Third Party Agreements - City of Dallas shall be solely responsible for entering into definitive agreements with clients/users as well as all vendors, service providers, etc.

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necessary to properly host, produce, and service booked events. All such agreements shall include provisions indemnifying Visit Dallas from all claims arising out of or related to each event and requiring such parties to name Visit Dallas as an additional insured on mutually acceptable policies of insurance. For the avoidance of doubt, Visit Dallas will not be a party to any agreements related to events, event sales, or otherwise.

9. Systems and Information Sharing – Prospective and booked clients/events will be tracked in Visit Dallas 's CRM system. Visit Dallas will arrange for Fair Park services team to have access to Fair Park event information in the CRM system.
10. Satisfaction Surveys – Visit Dallas shall have the right to implement a satisfaction survey to quantify the experience of clients that utilize Fair Park by rating various aspects of service delivery and performance based on a defined scale (e.g., 1 to 5 or 1 to 10). Should the average rating of any satisfaction metric fall below 80% of the maximum score in any six-month period, Fair Park shall upon written notice from Visit Dallas promptly implement such reforms as are necessary to remedy such deficiencies. If the satisfaction metric remains below 80% after such notice of deficiency, then Visit Dallas shall have the right to terminate the definitive written agreement.
11. Benchmarks
 - a. The parties acknowledge and agree that the ability of Visit Dallas to successfully identify and solicit users for Fair Park is directly dependent on the City of Dallas performing facility upgrades, completing capital improvements, and identifying and contracting with first-class vendors and service providers to provide necessary event services. Accordingly, Fair Park agrees to achieve the following benchmarks centered on revenue generation and usage rate. The definitive agreement will include the benchmarks.