



McCormick Place | SMG
Request for Proposal ("RFP")
Exclusive Pouring Rights Partnership
#S2017-07

**McCORMICK PLACE | SMG
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSAL (RFP)
FOR
EXCLUSIVE POURING RIGHTS PARTNERSHIP
#S2017-07**

All documents relating to this procurement are available for download by clicking on “Doing Business” at McCormick Place’s website at www.mccormickplace.com under “Current Opportunities”

KEY DATES:

RFP Issued:	Wednesday, March 8, 2017
Requests for Interpretation:	Tuesday, March 21, 2017 by 3:00 PM
Proposal Due Date:	Friday, April 7, 2017 by 2:00 PM

Purchasing Contact:

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SECTION I. BACKGROUND INFORMATION, DEFINITIONS AND INTERPRETATIONS

1.1 OBJECTIVE

McCormick Place | SMG is seeking to develop a License agreement with a soft drink company that will prove to be beneficial to both parties. This Agreement will offer exclusive sales rights for the Wintrust Arena and McCormick Place Complex over a ten (10) year period. The Selected Proposer will have the opportunity to reach over 4 million national and international visitors that come to McCormick Place annually. This opportunity will allow the Selected Proposer to strengthen its visibility and market its products to a unique audience.

1.2 BACKGROUND

The Metropolitan Pier and Exposition Authority (the "Authority") has transferred the operations of the McCormick Place Convention Center to SMG, a private management company, doing business under the name of McCormick Place | SMG.

Chicago's McCormick Place is North America's premier convention facility. The McCormick Place Complex consists of nine million square feet in six buildings: North, South, Lakeside Center, West, the Energy Center, and the Corporate Center.

The McCormick Place convention facility includes four state-of-the-art exhibit halls, the South, West, North buildings and the Lakeside Center. The exhibit halls have a combined total of more than 2.6 million square feet of exhibit space, and over 600,000 square feet of meeting rooms, making McCormick Place the nation's largest convention center. The Authority also has three parking lots that accommodate approximately 5,000 cars. McCormick Place hosts approximately 125 to 150 events and attracts more than four million trade and public show visitors annually.

The newest addition to the McCormick Place Complex is the Wintrust Arena. This 10,000 seat, multi-purpose facility features twenty two (22) suites and 479 club seats. The Wintrust Arena can serve as a general session hall for large business meetings and conventions as well as a venue for concerts, sporting events and other major special events. The new Arena will feature a first-class NCAA basketball court that will be the new home court for the DePaul University basketball teams.

In addition, an expansive series of pedestrian promenades and sky bridges link the entire campus. The Grand Concourse connecting South and North and the Central Concourse in West are also locations for retail shops, cafes, restaurants and other visitor amenities

The Authority owns the Hyatt Regency McCormick Place, a 1260-room hotel and adjacent parking garage which opened in 1998 and Conference Center which opened in August, 2001. The Conference Center offers 31,000 square feet of prime meeting space. The hotel and conference center are managed by Hyatt Corporation and are *not* part of the facilities covered by this RFP.

The Energy Center consists of three central utility plants that provide the primary or base-load heating and cooling capacity for most of the McCormick Place facilities; including the East Building, North Building, South Building, Hyatt Regency Hotel, Conference Center, Corporate Center, which houses the Authority's administrative offices, as well as several external customers. The Energy Center also provides most of the heating and cooling for the West Building.

1.3 DEFINITIONS

The following terms in this Solicitation shall be defined as follows:

“Agreement” or **“Contract”** means the **Exclusive Pouring Rights Partnership** Agreement that is to be entered into between McCormick Place | SMG and the Selected Proposer(s) pursuant to this RFP.

“Arena or Wintrust Arena” means the new 10,000 seat, multi-purpose facility.

“Authority” or **“MPEA”** means the Metropolitan Pier and Exposition Authority.

“Beverage” means carbonated drinks, ready-to drink natural fruit and vegetable juices, isotonic beverages sold in vending machines, and all carbonated soft drinks sold in fountains at the McCormick Place Campus. Beverage does not include any alcoholic beverages, fresh squeezed fruit juices, fresh-brewed teas or fresh or ready to drink coffees.

“Caterer” means SMG’s contracted food service provider, however characterized from time-to-time.

“Contractor” means the individual or entity that enters into a Contract with McCormick Place | SMG to provide the Services.

“Customer” means anyone that purchases services from the Contractor.

“Include” in any of its forms means “include, without limitation.”

“Laws” shall mean City, State and Federal statutes, ordinances, codes, rules and regulations.

“MBE” means Minority Business Enterprise.

“McCormick Place Campus” means the McCormick Place Complex®, the world class multi-purpose convention and meeting facility consisting of the Energy Center, Lakeside Center, North, South and West Buildings, the Arie Crown Theater®, the Corporate Center and the new Wintrust Arena. The term “McCormick Place” does *not* include the Hyatt Regency McCormick Place Hotel and/or the Marriott Hotel.

“Proposal” means all materials submitted in response to this RFP, including, without limitation, all exhibits, attachments, addenda, renderings and drawings.

“Proposer(s)” means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that submit Proposals pursuant to this RFP.

“Responsive” Responsiveness is determined by McCormick Place | SMG and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions.

“Responsible” Responsibility is determined by McCormick Place | SMG and relates primarily to the ability of a Proposer to successfully carry out a proposed contract, and whether it has the character, reputation, and integrity to receive an award. Considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Proposer’s responsibility are the utilization of reference checks, vendor performance on previous contracts and availability of financial credit information.

“RFP” means this Request for Proposals, including all exhibits and addenda.

“Selected Proposer” means the individual, partnership, corporation or joint venture that McCormick Place | SMG selects for award of the Agreement.

“Services” means all Work for which McCormick Place | SMG engages the Selected Proposer.

“Trade Reference” means a reference concerning the creditworthiness of the Proposer given by another business that extends credit to the Proposer, such as a supplier.

“WBE” means Women Business Enterprise.

1.4 INTERPRETATIONS

- A.** Any headings in this RFP are for convenience of reference only and do not define, limit, control or affect the meaning of the RFP’s provisions. In this RFP, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFP refer to this RFP. All section references, unless otherwise expressly indicated, are to sections of this RFP. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words indicating the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this RFP and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFP.
- B.** Unless a contrary meaning is specifically noted elsewhere, the words “as required,” “as directed,” “as permitted” and similar words used in the RFP mean that requirements, directions of and permission of McCormick Place | SMG are intended; similarly, the words “approved,” “acceptable,” “satisfactory” or words of like import mean “approved by,” “acceptable to” or “satisfactory to” McCormick Place | SMG. Words “necessary,” “proper” or words of like import as used with respect to extent, conduct or character of Services specified shall mean that the Services must be conducted in a manner or be of character which is “necessary” or “proper” in the option of McCormick Place | SMG.
- C.** Unless a contrary meaning is specifically noted elsewhere, the words “approved,” “reasonable,” “suitable,” “acceptable,” “properly,” “satisfactory” or words of like effect and import used in the RFP mean reasonable, suitable, acceptable, proper or satisfactory in the judgment of McCormick Place | SMG.

SECTION II. GENERAL REQUIREMENTS AND DETAILED SPECIFICATIONS

2.1 SCOPE OF SERVICES

McCormick Place | SMG is requesting proposals from qualified candidates to develop a beverage pouring rights partnership and agreement (“Agreement”). This Agreement will offer exclusive sales rights over a ten (10) year period for the McCormick Place Campus with the terms defined as follows:

September 1, 2017 (“Effective Date”) – August 31, 2027 for the Wintrust Arena

April 1, 2019 (“Effective Date”) – August 31, 2027 for the balance of the McCormick Place Convention Center

The Selected Proposer will have the opportunity to reach over 4 million national and international visitors that come to McCormick Place annually. This opportunity will allow the Selected Proposer to strengthen its visibility and market its products to a unique audience.

As a part of the License package, the Selected Proposer’s soft drinks will be designated the “Official Soft Drink of the Wintrust Arena” beginning September 1, 2017 and “Official Soft Drink of the McCormick Place® Complex” beginning April 1, 2019. The Selected Proposer will also receive carbonated beverage rights to vending machines, and subject to certain limitations, concession stands, restaurants and catering. However, the Agreement will not supersede any prior agreement that McCormick Place | SMG has entered into with others regarding the supply of soft drinks or other beverages (e.g., McDonalds, Connie’s Pizza, etc.). These beverage rights apply to the following “Beverages”:

- A. Carbonated Beverages, non-alcoholic: bottled, canned and/or post-mix;
- B. Soft Drinks: bottled, canned and/or post-mix;
- C. Fruit and Vegetable Drinks: bottled and/or canned;
- D. Iced Tea: bottled and/or canned;
- E. Water;
- F. Sports Drinks;
- G. Energy Drinks

Proposer may present alternate proposals offering more services or a different fee structure as long as the minimum obligations specified below are met.

- A. **Selected Proposer Benefits.** The following is a list of minimum benefits; McCormick Place | SMG will grant the Selected Proposer:
 - 1. A limited license to: (a) use certain of the McCormick Place | SMG’s marks in advertising; and (b) designate and refer to the Selected Proposer’s soft drink as the “Official Soft Drink of Wintrust Arena and McCormick Place® Complex”, as per the Agreement.
 - 2. The right to be the exclusive “Soft Drink Sponsor of the Wintrust Arena and McCormick Place® Complex”, as per agreement.
 - 3. The right to be the supplier of Beverages with the following exceptions: (a) McCormick Place | SMG and its tenants may serve fresh squeezed juices, freshly brewed teas and coffees, specialty beverages sold in a single serving container in McCormick Place permanent restaurants and food court; (b) McCormick Place licensees may, subject to McCormick Place | SMG’s approval, sample, advertise, promote or display carbonated and non-carbonated drinks other than the Beverages; and (c) the McCormick Place Caterer may dispense and serve carbonated and non-carbonated drinks other than the Beverages.

B. Contractors Obligations. The following is a list of *minimum* obligations:

1. The Selected Proposer will pay McCormick Place | SMG a License Fee per year at the start of the first year.
2. The Selected Proposer will incrementally increase the License Fee for each of the subsequent years. McCormick Place | SMG reserves the right to select the Proposer that offers the best and most beneficial License Fee structure under this agreement.
3. During each year of the Term, the Selected Proposer shall also pay McCormick Place | SMG, or at McCormick Place | SMG's direction, SMG's Caterer, a Commission Fee of no less than one-half (50%) of all amount collected from vending machines located at McCormick Place ("Commission Fee"). The Commission Fee shall be payable monthly and is due no later than the 15th of each following month.
4. The Selected Proposer will furnish fresh Beverages and related equipment and supplies to McCormick Place | SMG and its tenants at the lower of either the price offered to its best national prestige accounts ("National Account Pricing"). Vending price at which Sponsor's Beverages will be sold, shall be subject to the McCormick Place | SMG's approval, in its sole discretion, and shall be greater than \$2.00 per beverage, with the exception of employee vending.
5. The Selected Proposer will, at its sole expense, furnish, install, maintain and replace all equipment that is required to dispense Beverages at McCormick Place, including customized, state of the art vending machines, credit card acceptors in machines and discounted beverage machines in employee areas. McCormick Place | SMG requests the new fountain beverage equipment to include Vision Ice and Beverage Dispensers (VU155 Series) and all applicable components. The Selected Proposer will remove all such equipment upon the expiration or termination of the Agreement, within five (5) business days.
6. The Selected Proposer must maintain a 24-hour call system to receive service calls and promptly dispatch technicians in response to callback requests and emergency troubleshooting, repair and/or replenishing of vending machines. The Selected Proposer must provide emergency callback response within two (2) hours of the emergency call effective 24 hours a day, seven days a week, 365 days a year, including weekends and holidays. The Selected Proposer must provide emergency response, on site if needed, within four (4) hours of the emergency call, effective 24 hours a day, seven days a week, 365 days a year, including weekends and holidays. Additionally, the Selected Proposer will be required to provide a full-time on-site staff member, up to ten (10) times per year, as requested by McCormick Place | SMG. Successful Proposer will be required to move and relocated machines for major shows, as requested by McCormick Place | SMG.
7. The Selected Proposer must commit to a mutually agreed upon vending refund program that would considered fair and acceptable to our mutual customers.
8. McCormick Place | SMG is committed to achieving maximum feasible participation of bona fide Minority and Women-Owned Business Enterprises ("MBE" and "WBE") in its Agreements. The McCormick Place | SMG's goals are 25% MBE and 5% WBE participation. McCormick Place | SMG acknowledges that opportunities for MBE and WBE participation vary widely depending upon the nature of the agreement and the products involved. To the extent the Selected Proposer enters into joint venture relationships or utilizes subcontractors or supplies in fulfilling the Agreement, the Selected Proposer will take every good-faith measure that is non-discriminatory and achievable to maximize the opportunity for qualified MBEs and WBEs who wish to participate in the work under the Agreement.

2.2 ESTIMATED EQUIPMENT AND PRODUCT REQUIREMENTS

The following information are estimated volumes, per facility, not including volume from subcontractors:

A. **Wintrust Arena:**

SMG has determined the following estimated volumes based on a series of data gathered from various SMG managed facilities of similar purpose and size. Please be advised that these are merely estimates and the requirements may vary based on actual needs once the facility opens.

- The total fountain gallons sold annually is estimated at approximately 5,300
- The Volume Sales for bottles & cans, including sports drinks and water, through the current food service management contractor is approximately 3,800 cases annually.
- Full Service Vending Machines = 2 (for employee use only)
- Vend cases sold annually = 130
- Wintrust Arena anticipates the following pieces of cooler/cart equipment:
 - Sixteen (16) Single Door Coolers
 - Six (6) Small Refrigerator Coolers
 - Six (6) Slammers
 - Thirty two (32) Soda Fountain Machines
 - Four (4) Soda Gun Units

B. **McCormick Place Complex** (excluding Wintrust Arena as listed above):

- The total fountain gallons sold annually is approximately 5,000
- The Volume Sales for bottles & cans, including sports drinks and water, through the current food service management contractor is approximately 33,000 cases annually.
- Full Service Vending Machines = 120
- Vend cases sold annually = 7,900
- McCormick Place currently utilizes the following pieces of cooler/cart equipment:
 - Twelve (12) Single Door Coolers
 - Ten (10) Double Door Coolers
 - Twenty (20) Small Refrigerator Coolers
 - Two (2) Slammers
 - Thirty four (34) Soda Fountain Machines
 - Ten (10) Portable Fountain Machines

- Ancillary Products including but not limited to:
 - 21 oz. disposable cups (1,000 count) = 133 cases
 - 16-24 oz. disposable lids (1,000 count) = 76 cases

2.3 FINANCIAL TERMS

Proposers shall indicate in Required Form F – Financial Offer, the proposed License Fee per year for each facility and the Commission Fee of no less than 50% of all amounts collected from vending machines. Additionally, the Proposer must include a Beverage pricing structure.

2.4 TRANSITION

The Selected Proposer shall work with McCormick Place | SMG in every way to ensure an orderly transition and start-up of operation while providing excellent services. The transition of all equipment and services must be completed no later than September 1, 2017 for the Wintrust Arena, the transition of all equipment and services for the balance of the McCormick Place® Complex must be completed no later than April 1, 2019.

2.5 ACCESS TO PREMISES

The Contractor and its employees shall be entitled to enter upon and remain on McCormick Place | SMG's premises only as necessary to perform the Services required herein. Access by the Contractor's employees shall be limited to the areas on McCormick Place | SMG premises designated for the Contract or available for common use.

2.6 ENVIRONMENTALLY PREFERABLE PURCHASING (EPP)

McCormick Place | SMG desires that all vending machines being utilized by the Selected Proposer earn the Energy Star, and meet the Energy Star specifications for energy efficiency. Models shall come equipped with hard wired controls and/or software capable of automatically placing the machine into a low power mode during periods of extended inactivity while still connected to its power source to facilitate the saving of additional energy, where appropriate. The machine shall be capable of operating in each of the low power mode states: (a) Lighting low power state, lights off for an extended period of time; (b) Refrigeration low power state; (c) Whole machine low power state, lights off and the refrigeration operates in its low power state. In addition, the machine shall be capable of automatically returning itself back to its normal operating conditions at the conclusion of the inactivity period. The low power mode-related controls/software shall be capable of on-site adjustments.

McCormick Place | SMG desires to use environmentally preferable purchasing (EPP) criteria when making purchases for equipment and services. Environmentally preferable purchasing refers to the procurement of equipment and services that has the least adverse effect on human health and the environment when compared with competing equipment or services that serve the same purpose. In determining the effect of equipment on human health and the environment, consideration may be given to raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the equipment. EPP's minimize the consumption of natural resources, reduce the creation of solid waste, air pollution, or water pollution, minimize the use of materials or processes which compromise the environment and contribute to the goal of mitigating climate change, and/or promote the use of non-toxic substances and avoid toxic materials or processes.

Proposers able to supply EPP's that meet performance requirements are encouraged to offer them in their Proposal. Refer to the U.S. Environmental Protection Agency's (EPA) website at www.epa.gov/epaoswer/non-hw/procure/index.htm for guidelines regarding minimum recycled content equipment standards.

III. RFP PROCESS AND SUBMISSION REQUIREMENTS

3.1 The RFP Submittal Process

Requirements and procedures for providing submittals in response to this RFP are described herein.

Proposer's written response, which includes all required information as outlined herein, are due no later than **2:00 PM (CST) on Friday, April 7, 2017**. McCormick Place is committed to initiatives designed to conserve energy, protect vital resources and promote ecologically-efficient policies and procedures. In an effort to achieve this goal, McCormick Place | SMG will not request multiple hard copies of Proposals. Interested parties must submit **One (1) COMPLETE ORIGINAL hard copy and one electronic copy** of the RFP submittal that includes all information in the format outlined in this RFP (Section 3.2). *The electronic copy must be saved as a searchable PDF document on a USB drive.* Required Form F – Financial Offer must be saved as separate documents and identified as such in the electronic copy.

Original copy submittals and supporting documentation must be labeled "Proposal for McCormick Place | SMG Exclusive Pouring Rights Partnership" and submitted to:

McCormick Place | SMG
Attention: Hilary Barker, Purchasing Manager
301 East Cermak Road
Chicago, Illinois 60616

McCormick Place | SMG will accept pre-submittal questions, in writing via e-mail only to Hilary Barker, Purchasing Manager at: hbarker@mccormickplace.com, until **3:00 PM (CST) on Tuesday, March 21, 2017**. A summary of questions received and answers will be issued as an addendum to all potential Proposers.

If it becomes necessary to revise or amend any part of this RFP, McCormick Place | SMG will publish a revision by written addendum and notify all prospective Proposers (via e-mail) who have registered as document holders to hbarker@mccormickplace.com. It will be the responsibility of the Proposer to obtain all such addenda and to acknowledge receipt of any addenda that have been issued by visiting the McCormick Place website at www.mccormickplace.com under the 'Doing Business' link. If none are issued, indicate "NONE" on Required Form A - Form of Transmittal Letter.

Proposers are to contact only the McCormick Place | SMG Purchasing Manager, Hilary Barker, via e-mail at hbarker@mccormickplace.com, concerning this RFP and should not rely on verbal representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP.

The responsibility for submitting a response to this RFP on or before the stated time and date will be solely and strictly that of the Proposer. McCormick Place | SMG will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. *Proposals received after the proposal due date will be non-responsive and ineligible for consideration.*

3.2 RFP Submittal Requirements and Contents

Interested Proposers are to provide a thorough submittal using the guidelines presented herein. Submittals should be straightforward and concise in providing evidence of the Proposer's ability to meet the requirements of the RFP. Emphasis should be on conforming to the RFP instructions, responsiveness to the RFP requirements, and the completeness and clarity of content. The following provides an outline of the information to be included in the submittal.

Proposal Contents

In its Proposal the Proposer must provide information about the following:

- a) **Financial Offer:** Proposers are required to submit the proposed annual License Fee for each year of the agreement; the Commission Fee of no less than 50% of all amounts collected from vending machines and a complete list of the Beverage pricing structure that will be offered, including any rebates.

In support of its financial offer, each Proposer shall provide a detailed Beverage Pouring Rights Partnership Plan, including, but not limited to, sales and revenue objectives. Proposers are invited to submit projections based on current information and potential volume increase.

- b) **Experience & Qualifications:** Overview of Proposer's company, including a brief description of at least three (3) relevant agreements for which your company currently provides services similar in scope and complexity to McCormick Place | SMG's requirements and facilities. Provide the following information for each facility, for reference purposes: the Owner Name, Address, Phone, E-Mail and contact number; a detailed description of services performed.
- c) **Key Personnel:** A summary of experience of key account personnel who will be in charge of the operation and management of the McCormick Place Campus Agreement.
- d) **Equipment:** Detailed information pertaining to the proposed equipment that will be utilized to perform the services outlined in this Request for Proposal and the proposed maintenance plan for such equipment.
- e) **Financial Information:** Financial statements, such as balance sheets and/or profit and loss statements, for the last three (3) years demonstrating that the Proposer has the financial viability and ability to perform the services. The Proposer must also provide written disclosure advising of any pending litigation against the Proposer that may have a material effect upon the Proposer's ability to provide the services.
- f) **Sustainability:** Provide examples and descriptions of how your firm incorporates sustainability and efficient energy usage into operations.
- g) **Required Forms:** In addition to the information required above, Proposals must contain the following completed items, included as attachments to this RFP:

1. **Required Form A – Form of Transmittal Letter**
2. **Required Form B – Statement of Business Organization**
3. **Required Form C – Statement of Qualifications**
4. **Required Form D – Insurance Requirements**
5. **Required Form E – Notification of Exceptions**
6. **Required Form F – Financial Offer**

IV. RFP EVALUATION CRITERIA

4.1 Evaluation Process

McCormick Place | SMG intends to conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. McCormick Place | SMG will use an Evaluation Committee to review and evaluate the proposals. At the conclusion of the evaluation process, the Evaluation Committee shall recommend the award be made to the Proposer whose proposal is determined to be the most advantageous to McCormick Place | SMG based on the proposal and the outcome of the negotiation process.

4.2 Evaluation Criteria

In evaluating the Proposals, McCormick Place | SMG will consider the administrative compliance, Proposer Responsibility and Responsiveness, as well as the following criteria:

- a.) **Financial Considerations:** Reasonableness and competitiveness of Proposer's annual License fee, commission rate for vending, rebates and beverages pricing structure.
- b.) **Experience and Qualifications:** Experience, qualifications and performance on past service agreements of the same quality, complexity and size. Whether the Proposer has demonstrated previous experience of similar scope as described in the RFP.
- c.) **Proposer's Plans and Services:** Quality and adequacy of proposed on-site equipment and maintenance services of equipment
- d.) **Sustainability:** Proposed sustainability initiatives and Proposer's incorporate of efficient energy usage in its operations.
- e.) **Financial Capability:** Whether the Proposer has provided sufficient evidence of their company's financial abilities to perform the work.
- f.) **Responsiveness:** Completeness, thoroughness and detail of response as reflected by the Proposals coverage of all requirements as outlined herein.

V. CONDITIONS, DISCLAIMERS AND DISCLOSURES

This RFP does not represent a commitment or offer by McCormick Place | SMG to enter into an agreement with a Proposer or to pay any costs incurred in the preparation of a response to this RFP. McCormick Place | SMG also reserves the right to seek new submittals when such a request is in the best interest of McCormick Place | SMG and to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP. The Proposer assumes the responsibility for all costs incurred in responding to this RFP. It is understood and agreed that McCormick Place | SMG assumes no liability for the Proposer's costs incurred in responding to this RFP. The RFP and the Selected Proposer's response to the RFP will, by reference, become a part of the final Agreement between the selected Proposer and McCormick Place | SMG resulting from this solicitation process.

By submitting a Proposal, Proposer agrees to accept and abide by the terms of this RFP. McCormick Place | SMG reserves the right to reject any or all submittals, to waive any informality or irregularity, and to accept any submittals which it may deem to be in the best interest of McCormick Place | SMG. Only submittals from those complying with the provisions of this RFP will be considered. The submittals can be withdrawn at any time, if requested in writing, until the deadline date at which time it will be considered final.

5.1 General Agreements

The Successful Proposer agrees that he has had an opportunity to examine the site and that he has carefully prepared his Proposal upon the basis thereof, and that he has carefully examined and checked this Proposal and the materials, equipment, and labor required there under, and cost thereof, and his figures therefore, and hereby states that the amount or amounts set forth in this Proposal is, or are, correct and that no mistake or error has occurred in this proposal or in the Proposer's computations upon which this Proposal is based. Submission of this Proposal indicates the awareness and full acceptance of existing conditions by the Proposer.

5.2 Signing Forms

Proposal forms must be properly completed and the Form of Transmittal Letter (See REQUIRED FORM A) must be in the required form and signed by persons with the authority to bind the Proposer(s). Special requirements apply depending on the nature of the Proposer's organization. The Proposal and Form of Transmittal Letter shall be signed as follows:

- If the Proposer is a corporation or limited liability company, the Proposal and Form of Transmittal Letter shall be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation or manager of the company, with the designation of his/her official capacity, and attested properly. The Response and Form of Transmittal Letter shall show the state in which the corporation is chartered. If it is a foreign corporation, the Response shall show whether or not the Proposer is licensed to transact business in the State of Illinois.
- If the Proposer is a firm or partnership, the Proposal and Form of Transmittal Letter shall be signed in the name or style under which the organization is doing business and by the partner, proper officer, or officers whose official capacity shall be designated. The name and address of each member of the organization shall be shown on the Proposal and Form of Transmittal Letter.
- If the Proposer is an individual, he/she shall sign the Proposal and Form of Transmittal Letter in person or by representative, stating the name or style, if any, under which he/she is doing business. If the signing is by representative, the representative's Power of Attorney or other authorization shall be stated and shall be proven if requested.
- If the Proposer is a joint venture, the Proposal and Form of Transmittal Letter shall be signed by each of the persons or firms that are a party to the joint venture agreement. A certified copy of the joint venture

agreement shall be attached to the Proposal and Form of Transmittal Letter. A joint venture will not be accepted unless the joint venture agreement or some other signed and legally binding instrument is certified and attached to the Proposal Form sheet and Form of Transmittal Letter and contains provisions for one of the parties to the joint venture to be in full direction of the services and to exercise this direction through a single individual to be appointed manager of operations with the consent of all parties to the joint venture agreement.

- In every case, the Proposal and Form of Transmittal Letter shall show the present business address of the Proposer at which address communications shall be received and service of notices accepted.
- Where the Proposal and Form of Transmittal Letter are signed by an agent of the Proposer, evidence of the agent's authority to sign must accompany the Proposal. If the Proposer is a corporation, such evidence shall be a certified copy of that section of corporate bylaws or other authorization such as a Resolution by the Board of Directors, which permits the person to sign the offer on behalf of the corporation. The name of each person signing the Proposal shall be typed or printed below his/her signature.

5.3 Ownership of Proposals

The timely submittals and any information made a part of the Proposals will not be returned to the sender. McCormick Place | SMG reserves the right to retain all submittals and to retain any ideas in a submittal regardless of whether a Proposer is selected. Submittal of a response to this RFP indicates acceptance by the Proposer of the conditions contained within the RFP document.

5.4 Improper Practices

The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the McCormick Place | SMG, McCormick Place | SMG's appointed evaluation committee, the City of Chicago, CCTB, State of Illinois, or any other organization that may have a clear interest in the outcome of the selection process, for the purposes of influencing the outcome of the RFP response selection process.

The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Proposer(s) submittal(s) to be rejected by McCormick Place | SMG. The prohibition is not intended to preclude joint ventures or subcontracts.

5.5 Interpretation

Should any question arise as to the proper interpretation of the terms and conditions contained in this RFP, McCormick Place | SMG's decision shall be final.

5.6 Multiple Awards

It is the intent of McCormick Place | SMG to award to one Proposer. However, McCormick Place | SMG reserves the right to award the Contract to one or more Proposers as it deems to be in its best interest.

5.7 Contract Terms

This Contract will become effective as follows:

Wintrust Arena: September 1, 2017

McCormick Place Complex: April 1, 2019

and will continue in full force and effect until August 31, 2027. McCormick Place | SMG reserves the right to extend the contract for an additional term up to five (5) years. McCormick Place | SMG has the right to terminate any Contract upon 30 day's written notice to the Contractor.

5.8 No Criminal/ Civil Liability and Not In Arrears Certification

Submission of a proposal shall include a representation that neither the Proposer, nor any of its joint venture participants, partners, members, affiliates, subsidiaries, officers, directors, managerial employees, or any individual who, directly or indirectly, holds an ownership interest in the Proposer's organization has been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with a governmental entity in the State of Illinois, or has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the entity's or individual's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes or similar laws.

5.9 Vendor Ethics

McCormick Place | SMG is prohibited by law from contracting with certain persons and entities. Accordingly, ownership interests must be disclosed. Proposers must also comply with the prohibitions on political contributions that are set forth in the MPEA Act, as amended. Proposers must complete the Required Forms provided.

5.10 Insurance Requirements

At all times during the term of the Agreement and during the time period following final completion if the Proposer is required to return and perform any additional work, Proposer is required to maintain the minimum insurance coverage and requirements specified in Required Form D, insuring all operations related to the Agreement. McCormick Place | SMG reserves the right to modify insurance requirements based on the nature of the services rendered or the projects required under the Agreement.

5.11 Taxes

The Successful Proposer is responsible for all existing and future applicable federal, state, and local taxes, whether direct or indirect, incurred in connection with the Management Contract. SMG, as acting agent for the Authority, is exempt by law from Illinois Retailers Occupation Tax, Use Tax, Service Occupation Tax, Service Use Tax, and Municipal and Regional Transportation Authority Retailers Occupation Tax on materials or services purchased in connection with the Services.

5.12 Rejection of Proposals

Proposals that do not comply with the submittal requirements of the RFP, or that contain omissions, erasures, alterations or additions not called for, or that are irregular in any way, may be rejected as informal and insufficient. McCormick Place | SMG, however, reserves the right to waive any or all informalities when it considers a waiver to be in its and the public's best interest.

In addition to all other basis for rejection, any Proposer found to have falsified any information to McCormick Place | SMG in relation to this or any other procurement, or which has been barred from doing business with the Authority, the City of Chicago or State of Illinois, or which has been convicted of a felony related to procurement contracting with any unit of government, may be rejected.

5.13 Protests

Any and all protests or challenges with respect to the selection of the successful Proposer and this RFP, any of the procedures or requirements stated herein, or any other terms and conditions related to the transactions stated or contemplated herein must be asserted in writing to:

McCormick Place | SMG
Attn: Hilary Barker, Purchasing Manager
301 E. Cermak Rd.
Chicago, IL 60616
hbarker@mccormickplace.com

All protests or challenges concerning the process, ambiguities or defects of the RFP must be submitted within five (5) calendar days after publication of the RFP. All protests or challenges concerning the selection of the Successful Proposer must be asserted within five (5) calendar days after the notification of award of the Successful Proposer. Failure to file any action, protest or challenges within the time frames set forth above shall constitute a full and absolute waiver to take action against, protest or challenge the RFP process or selection of the Successful Proposer.

5.14 Freedom of Information Act

This RFP and any subsequent agreement are subject to disclosure pursuant to the Illinois Freedom of Information Act, 5 ILCS 140 (FOIA) and other applicable laws and rules. The Proposal may be made available for public inspection and copying and if the Proposer believes certain information is exempt from public disclosure under FOIA, the Proposer must clearly mark those portions of its Proposal as being “Confidential” and request confidential treatment. The Proposer must show the specific grounds under FOIA or other law or rule that support exempt treatment. McCormick Place | SMG is not obligated to honor requests for confidential treatment, even if the information is exempt from public disclosure. The Proposer will be responsible for any costs or damages associated with McCormick Place | SMG’s defending the Proposer’s request for exempt treatment.

5.15 Confidentiality

Except with the McCormick Place | SMG's approval, the Proposer shall not directly or indirectly disclose, divulge or communicate to any person, firm or corporation, other than McCormick Place | SMG or its designated representatives, or as required by law, any non-public information which it may have obtained during the RFP process concerning any matter relating to the work or regular business of McCormick Place | SMG.

5.16 Prevailing Wage Act

Wages of laborers, mechanics and other workers employed under this Agreement shall be subject to the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et. seq.

REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

[Insert Date]

McCormick Place | SMG
301 East Cermak Road
Chicago, Illinois 60616

Re: **Exclusive Pouring Rights Partnership #S2017-07**

Ms. Hilary Barker, Purchasing Manager:

On behalf of _____ (Full legal name of Proposer), I submit with this letter its response to McCormick Place | SMG’s Request for Proposals (“RFP”) for **EXCLUSIVE POURING RIGHTS PARTNERSHIP #S2017-07**. In this connection, I state the following:

1. I have full authority to bind Proposer with respect to this response to the Request for Proposals and any oral or written presentations and representations made to McCormick Place | SMG.
2. I have read and understand the Request for Proposals (RFP) and am fully capable and qualified to provide the goods and/or services as described within this Request for Proposals (RFP).
3. I have read and understand the Request for Proposals, including addenda numbers _____.
4. I understand that McCormick Place | SMG will rely on my firms response to the Request for Proposals and I agree to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
5. I agree to hold my Proposal open for a period of 90 days from the date and time established for notification of award, and, if requested by McCormick Place | SMG, for an additional 30 days thereafter.
6. If requested by McCormick Place | SMG, Proposer agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist McCormick Place | SMG in evaluating its Proposal.
7. Neither I nor Proposer has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with McCormick Place | SMG and no conflict of interest which could interfere with the provision of services to McCormick Place | SMG.
8. Proposer understands that McCormick Place | SMG will rely upon the material representations set forth in the Request for Proposals and that Proposer has a continuing obligation to update any information which changes or which Proposer learns to be incorrect.
9. It is understood that an original and multiple copies of the Request for Proposals have been submitted for consideration. Proposer warrants that all electronic copies are identical to the original in all respects.
10. If selected by McCormick Place | SMG, Proposer agrees to negotiate and enter into an Agreement for **EXCLUSIVE POURING RIGHTS PARTNERSHIP** with McCormick Place | SMG.
11. I declare that **all** Required Forms A through F have been examined by me and to the best of my knowledge and belief are true, correct, and complete.

Signed: _____

(Typed name of signatory)

as: _____
(Relationship to Proposer/Title/etc.)

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2017.

_____ Notary Public Signature (Notary Seal)

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROJECT DESCRIPTION: McCormick Place Exclusive Pouring Rights Partnership

PROJECT NUMBER: #S2017-07

CONTRACTOR: _____

Note: Each Proposer is obligated to notify McCormick Place | SMG of any changes in its ownership or in its officers and directors at the time such changes occur if the change occurs during bid evaluation or during the Contract term.

INDIVIDUAL

If the Proposal is submitted by an individual , complete the information listed below:			
Name:		Address:	
Phone:		Fax:	
E-Mail:		FEIN:	
Is the individual authorized to do business in Illinois? [] YES [] NO			

PARTNERSHIP

If the Proposal is submitted by a partnership , complete the information listed below:			
Firm Name:		Address:	
Phone:		Fax:	
E-Mail:		FEIN:	
Is the partnership authorized to do business in Illinois?			

List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one half (7½%) in the business organization.

Holding Firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity’s name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one half percent (7½%) in such “holding firm”. (Use a separate page if necessary).

Affiliated Entities: List each individual or business entity having a beneficial interest directly or indirectly of more than seven and one half percent (7½%) in any affiliated entities. (Use a separate page if necessary).

Name	Percentage Ownership

List the names of all managing partners:
--

CORPORATION OR LIMITED LIABILITY COMPANY

If the Proposal is submitted by a corporation or limited liability company (LLC) , complete the information listed below:			
Corporate or Company Name:			
Date of Incorporation:		State of Incorporation:	
Name:		Address:	
Phone:		Fax:	
E-Mail:		FEIN	
If incorporated in another State, are you authorized to do business in the State of Illinois?			

List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one half (7½%) in the business organization. (Holding Firms and Affiliated Entities to complete as instructed above).

Name	Percentage Ownership

List the names of all officers and directors/managers:
--

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROJECT DESCRIPTION: McCormick Place Exclusive Pouring Rights Partnership
PROJECT NUMBER: #S2017-07
CONTRACTOR: _____

MINORITY AND WOMEN BUSINESS ENTERPRISE PROFILE

Is Proposer a certified minority or woman owned business enterprise?

- YES
- NO

NOTE: If Respondent is certified as a MBE or WBE, please attach copy(s) of all current certifications.

Identify Proposer's M/WBE status:

- Minority-Owned Business Enterprise (MBE)
- Women-Owned Business Enterprise (WBE)

Certified by:

- Women's Business Development Center (WBDC)
- Chicago Minority Supplier Development Council (CMSDC)
- City of Chicago
- Cook County
- State of Illinois
- Other: _____

If Proposer's certification is pending, check this box .

Identify Agency certification is pending with: _____

Please attach a copy of the letter from the Agency verifying that certification is pending.

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROJECT DESCRIPTION: McCormick Place Exclusive Pouring Rights Partnership
PROJECT NUMBER: #S2017-07
CONTRACTOR: _____

Proposer **must** furnish all of the following information relative to its ability, experience, and financial resources available for the fulfillment of the Contract.

1. The number of consecutive years that Proposer has been engaged in the business under the present firm name.

Number of consecutive years at this location: _____.

Date when business was organized _____.

2. List all pertinent organizations and associations of which Proposer is currently a member:

3. Provide the overall ratio of managers to personnel. _____

4. List below two (2) references:

A. Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

B. Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

5. List below one (1) bank reference:

Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

6. Identify all union contracts to which you are a signatory.

7. Has Proposer ever refused to sign a contract? Y ___ N ___ At the original price? Y ___ N ___

If yes to either question, provide details. _____

8. Has Proposer ever been terminated for cause? _____ If yes, provide details. _____

9. Has Proposer ever defaulted on a contract? _____ If yes, provide details. _____

10. Has Proposer or any related or affiliated entity ever been adjudged bankrupt, been subject to a receivership or an order of reorganization, or other similar action involving the rights of creditors against vendors? If yes, provide details.

11. Is Proposer or any related or affiliated entity at this time subject to any court order relating to bankruptcy, receivership, liquidation, reorganization, or similar relief? If yes, provide details.

12. Detail any criminal or civil investigation or pertinent litigation pending or that has concluded within the last three (3) years against Proposer's organization or individuals within the organization.

13. Has Proposer ever forfeited a performance bond? ____ If yes, provide details. _____

14. Identify below the Proposer's contact person for purposes of responding to any questions McCormick Place | SMG may have:

Contact Name _____

Title _____

Address _____

Telephone _____ Email address _____

REQUIRED FORM D – INSURANCE REQUIREMENTS

Proposer must provide evidence of the ability to provide insurance coverage as specified in this RFP.

1. The Selected Contractor must procure and maintain, at its own expense, until final completion of the Services covered by this Contract and during the time period following final completion if required to return and perform additional Services, for any reason whatsoever, the types of insurance specified below, in amounts specified by McCormick Place | SMG 's Risk Manager. The Selected Contractor must provide McCormick Place | SMG with certificates of insurance evidencing such coverage prior to receiving the contract:

a. Commercial General Liability

Coverage	Limit
General Aggregate	\$ 2,000,000.00
Products Liability/Completed	
Oper. Aggregate	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal & Advertising Injury	\$ 1,000,000.00

If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer's Liability

Coverage	Limit
Workers' Compensation	
Employer's Liability	
Each Accident	\$ 1,000,000.00
Per Employee - Disease	\$ 1,000,000.00
Annual Aggregate – Disease	\$ 1,000,000.00

Workers' Compensation/ Employer's Liability policies shall be endorsed to waive the insurer's right of subrogation against McCormick Place | SMG.

c. Automobile Liability

Coverage	Limit
Bodily Injury and Property Damage	
Combined - Occurrence	\$ 9,000,000.00
Uninsured/Underinsured Motorist -	
Occurrence	\$ 1,000,000.00

This Policy must provide coverage for all owned, non-owned, and hired autos.

d. Umbrella Coverage \$ 10,000,000.00

Coverage must be in excess of Commercial General Liability, Auto Liability and Employers Liability. It must be no more restrictive than the primary coverage listed.

e. Professional Liability (limit Errors & Omissions)

\$ 1,000,000.00

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
3. Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this Contract, or otherwise. All amounts owed by Contractor to McCormick Place | SMG as a result of the liability provisions of the Contract shall be paid on demand.
4. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by McCormick Place | SMG shall apply in excess of and not contribute with insurance provided by them under the Agreement.
5. Policies should be written on an occurrence basis with the exception of professional liability coverage.
6. All coverages must contain a Waiver of Subrogation in favor of McCormick Place | SMG.
7. All policies must amend the other insurance clause to be Primary and Non Contributory for any liability arising directly or indirectly from the Services.
8. The Metropolitan Pier and Exposition Authority, its trustee, facilities, agents, officers, board members and employees, and SMG are named as an additional insured. Additional insured endorsement form ISO form CG 20 11 or CG 20 26 must accompany the Certificate of Insurance.
9. Subcontractors performing services for the selected contractor shall maintain coverage terms and limits equal to or greater than the contractor.
10. If policies are canceled for any reason, immediate notice is required to be given to the Risk Management Department via certified mail to:

McCormick Place | SMG
301 East Cermak Road
Chicago, Illinois 60616

REQUIRED FORM E – NOTIFICATION OF EXCEPTIONS

The Undersigned understands and agrees that:

PLEASE CHECK ONLY ONE

Proposer acknowledges that there are **NO EXCEPTIONS** to the Form of Agreement, Exhibit I, or any other requirements stated in this procurement S2017-07.

Signed: _____

(Typed name of signatory)

As: _____
(Relationship to Bidder/Title/etc.)

Date: _____

Proposer acknowledges that **THERE ARE EXCEPTIONS** to the Form of Agreement, Exhibit I, including conflicts of interest, or any other requirements stated in this procurement S2017-07 and has attached them to this Required Form E Notification of Exceptions.

Signed: _____

(Typed name of signatory)

As: _____
(Relationship to Bidder/Title/etc.)

Date: _____

REQUIRED FORM F – FINANCIAL OFFER

I. ANNUAL LICENSE FEE

The McCormick Place Complex Beverage License shall provide McCormick Place | SMG a License Fee per year at the start of the first year. The Selected Proposer will incrementally increase the License fee for each of the subsequent years, as outlined below:

CONTRACT TERM	WINTRUST ARENA effective Sept. 1, 2017	MCCORMICK PLACE COMPLEX effective April 1, 2019	ANNUAL LICENSE FEE
September 1, 2017 – August 31, 2018	<input checked="" type="checkbox"/>	N/A	\$ _____
September 1, 2018 – August 31, 2019	<input checked="" type="checkbox"/>	N/A	\$ _____
September 1, 2019 – August 31, 2020	<input checked="" type="checkbox"/>	***	\$ _____
September 1, 2020 – August 31, 2021	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____
September 1, 2021 – August 31, 2022	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____
September 1, 2022 – August 31, 2023	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____
September 1, 2023 – August 31, 2024	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____
September 1, 2024 – August 31, 2025	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____
September 1, 2025 – August 31, 2026	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____
September 1, 2026 – August 31, 2027	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____

*** McCormick Place Complex effective beginning April 1, 2019 ***

II. COMMISSION FEE

The Selected Proposer shall pay McCormick Place | SMG or, at McCormick Place | SMG’s direction, McCormick Place | SMG’s Caterer a **Commission Fee of no less than one-half percent (50%)** of all amount collected from vending machines located at the McCormick Place Campus.

Commission Fee: _____%

III. BEVERAGE PRICING STRUCTURE

Proposer is required to submit, as an attachment, a detailed pricing structure for all products; including outlining any proposed rebates.

EXHIBIT I
EXCLUSIVE BEVERAGE POURING RIGHTS
LICENSE AGREEMENT

THIS LICENSE AGREEMENT (together with the Exhibits attached hereto, the “Agreement”) is dated as of the [insert day] day of [insert month], [insert year] (“Effective Date”) by and between SMG, a Pennsylvania general partnership, with an address at 301 East Cermak Road, Chicago, Illinois 60616 (“SMG”), and [insert Successful Proposer], a(n) [State and Type of Entity] whose current address is [insert address of Licensee] (the “Licensee”).

BACKGROUND

The Metropolitan Pier and Exposition Authority (“Authority”), a unit of local government, political subdivision, body politic and municipal corporation organized and existing under Illinois law (“Owner”) owns the McCormick Place® Complex (the “Facility”) located at 2301 South Lake Shore Drive, Chicago, IL 60616. Owner has retained SMG to act as Owner’s agent for the operation of the Facility. Provider is prepared to perform the Services for SMG in accordance with the terms and conditions set forth in this Agreement.

The Agreement shall be deemed to include this document and the following exhibits and attachments, all of which are incorporated into and made a part of this Agreement. In the event of a conflict between this document and any Exhibit, the provisions of this document shall control. The Exhibits are as follows:

- Exhibit A – Authority Marks
- Exhibit B – Insurance Requirements
- Exhibit C – Pricing and Fee Structure
- Exhibit D – Request for Proposals (RFP) document

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

1.1 “Advertising” (in any of its grammatical forms) means any and all advertising (including all forms of media), merchandising, sales promotions, public relations activities, posters, displays or packaging done by or on behalf of Licensee either at McCormick Place or in any other location, which refers to a Licensees association or depiction of McCormick Place, and/or uses any Authority Marks or refers to any Event (as defined below) or activity at McCormick Place.

1.2 “Authority Marks” means those trademarks, trade names, service marks, symbols, logos, insignia, Event names, and identifications associated with McCormick Place, including but not limited to those set forth in **Exhibit A**, attached hereto and incorporated herein, and those developed by SMG during the Term (as defined in Section 4) of this Agreement.

1.3 “Beverage” means carbonated drinks, ready-to-drink natural fruit and vegetable juices, isotonic beverages sold in vending machines, and all carbonated soft drinks sold in fountains at McCormick Place. Beverage does not include any alcoholic beverage, fresh squeezed fruit juices, fresh-brewed teas or fresh brewed or ready to drink coffees.

1.4 “Caterer” means the Authority’s contracted food service provided, however, characterized from time-to-time.

1.5 “Event” means a concert, show (e.g., musical, theatrical, comedic, dance, or consumer/trade show), program, exhibition, meeting, seminar, party or other function, whether private or public, produced by SMG or a third party.

1.6 “McCormick Place” means the McCormick Place Complex®, the world class multi-purpose convention and meeting facility consisting of the Energy Center, Lakeside Center, North, South and West Buildings, the Arie Crown Theater®, the Corporate Center and the new Wintrust Arena. The term “McCormick Place” does *not* include the Hyatt Regency McCormick Place Hotel or the McCormick Place Marriott Hotel.

1.7 “Licensee Marks” means those trademarks, trade names, service marks, symbols, logos, insignia, product or brand names, and identifications associated with Licensee.

II. SMG’S OBLIGATIONS.

2.1 **Type of License.** LICENSEE shall be designated as a McCormick Place Licensee during the Term (as defined below).

2.2 **Grant of License.** During the Term, SMG grants Licensee a limited non-exclusive license to:

- a. use certain Authority Marks in Advertising; and
- b. designate and refer to its Beverage as the “Official Soft Drink of McCormick Place® Complex;”

2.3 **Exclusive Rights in Category.** During the Term, SMG grants Licensee rights as the official, sole and exclusive Beverage Provider of McCormick Place pursuant to the terms of the RFP, included as **Exhibit D**, and shall be designated the exclusive “Soft Drink Licensee of the McCormick Place® Complex”. Licensee shall be the exclusive supplier of Beverages with the following exceptions: (a) SMG and its tenants may serve fresh squeezed juices, freshly brewed teas and coffees, carbonated waters (domestic and imported), specialty teas and other non-carbonated beverages sold in a single serving container in McCormick Place permanent restaurants and food court; (b) McCormick Place licensees may, subject to SMG’s approval, sample, advertise, promote or display carbonated and non-carbonated drinks other than the Beverages; and (c) the McCormick Place caterer may dispense and serve carbonated and non-carbonated drinks other than the Beverages.

2.4 **Pouring Rights.** During the Term, and subject to the terms, conditions and exceptions in **Section 2.4** below, SMG grants Licensee the right to be the sole and exclusive supplier of Beverages at McCormick Place.

- a. **LICENSEE’s Products.** SMG shall require, and use good faith efforts, to enforce its requirement that all Beverages sold, dispensed, served or sampled at McCormick Place be **(insert Licensee)** Beverages, subject to the following exceptions:

(1) SMG and its contractors, tenants, licensees, and sublicensees may serve fresh squeezed juices, fresh brewed or ready to drink teas and coffees, carbonated waters (domestic and imported), specialty teas, fresh squeezed lemonade, and other non-

carbonated beverages at McCormick Place and its permanent restaurants and food court;

(2) McCormick Place licensees (e.g., corporate events, trade shows, meetings, public shows, non-public shows and performances) may, subject to the SMG's approval, sample, advertise, promote or display Beverages other than Licensee's Beverages, but the licensees shall not cover, obscure or otherwise interfere with Licensee's signage at McCormick Place;

(3) the Caterer may dispense and serve Beverages other than (*insert Licensee*); and

(4) Licensee acknowledges and agrees that some tenants, lessees, and licensees including but not limited to Connie's, McDonald's, LaBrea Bread and Starbucks restaurants have exclusive agreements with other Beverage companies and may serve Beverages other than Licensee's Beverages, but they shall not advertise or promote the Non-Licensee brands of Beverages at or in conjunction with McCormick Place. Licensee further acknowledges and agrees that any alternate arrangement between Licensee and the above referenced tenants, lessees and licensees can affect SMG's rights under its lease/license or other agreements with such parties, and therefore require SMG's prior written consent.

b. Dispensing Locations. SMG shall make McCormick Place locations available in public areas of McCormick Place for dispensing Beverages. Further, any temporary or seasonal concession areas offering Beverages offered by Caterer of the Authority shall dispense and serve Licensee's Beverages.

2.5 Promotional Rights. Except as otherwise provided in **Sections 2.2 and 5**, and subject to SMG's approval (which SMG shall not unreasonably withhold), SMG grants Licensee the exclusive right to advertise and promote at or in conjunction with McCormick Place. This right includes all regular activities held at McCormick Place that are presented or produced by SMG.

2.6 Signage. SMG retains the right to control the placement of all signage at McCormick Place, subject to City of Chicago zoning requirements. Notwithstanding the foregoing, SMG will consult with Licensee concerning all signage and trademark exposure, including number, size and location. SMG shall, at its expense, obtain all necessary permits and licenses, produce, install and maintain, including any utility costs, the signage and Licensee identification described above. Licensee recognizes that SMG exercises the ultimate control over all signage issues in order to insure that all signage remains at all times in keeping with architectural and lease signage requirements of McCormick Place and the City of Chicago zoning requirements. Subject to SMG's approval in all cases, Licensee shall design the copy and provide the artwork for the backlit signs, directional signage and the banners. SMG shall provide Licensee with samples of all Licensee identification material for Licensee's approval prior to authorizing full production of such material.

III. CONSIDERATION.

3.1. License Fee. In consideration of the terms of this Agreement, Licensee shall pay SMG a total cash License Fee of (*insert fee*) for each year of the Agreement as shown on **Exhibit E**. The payments must be made payable to "McCormick Place/SMG" and paid immediately upon execution of this document, and each **January 1st of each succeeding year**.

3.2 Commission Fee. Each Agreement Year, Licensee must pay SMG, or at the SMG's direction, the Caterer, a commission fee of **(insert fee)** of all amounts collected from vending machines located at McCormick Place ("Commission Fee"). The Commission Fee shall: (a) exclude sales from vending machines for the exclusive use of SMG's employees; (b) be paid each month of the Term on or before the fifteenth (15th) day of each calendar month; and (c) be paid by check (company or bank) made payable to the "McCormick Place/SMG" or the Caterer.

3.3 Pricing. Licensee shall furnish: (a) Beverages or cause Beverages to be furnished to SMG, its Caterer, tenants and licensees at McCormick Place; (b) related equipment and supplies to SMG and its Caterer, tenants and licensees, at the lower of: (i) the lowest price offered to restaurants or concessions in the Greater Chicago Metropolitan Area; or (ii) the price offered to its best national prestige accounts ("National Account Pricing"), or (iii) the price which Caterer has negotiated with Licensee's pursuant to a national sales agreement. The vending price, at which Licensee's Beverages shall be sold, shall be subject to the sole approval of SMG.

3.4 Dispensing Equipment. Licensee shall loan SMG, its Caterer, and all tenants and licensees that will dispense and serve Beverages, all equipment that is reasonably required to dispense Beverages at McCormick Place. Licensee shall furnish, install, maintain, service and replace this equipment (estimated by Licensee to be valued at **[\$ INSERT VALUE]**) at no cost to SMG, its tenants or licensees. All vending equipment shall have non-reset-able meters for audit control and shall be linked to SMG's computer system via hand-held controls to guarantee the accountability and collection of all monies due. Licensee shall also produce customized vendor fronts incorporating SMG Marks and Licensee's marks. SMG shall return all such equipment loaned to SMG in good condition, normal wear and tear excepted, upon the expiration or termination of this Agreement. Licensee must enter separate agreements with respect to the return of Licensee's equipment loaned to the Caterer, tenants and licensees.

3.5 Equipment Service. During the Term, Licensee shall, at its sole expense, insure, service and maintain, and when necessary, replace the Beverage dispensing equipment loaned pursuant to **Section 3.3**. Licensee shall keep the Beverage dispensing equipment in first-class appearance and operating condition at all times during the Term.

IV. TERM.

This Agreement is valid for ten (10) years. The term will become effective as follows:

Wintrust Arena: September 1, 2017
McCormick Place Complex: April 1, 2019

and will continue in full force and effect until August 31, 2027 (the "Term"). SMG reserves the right to extend the contract for an additional term up to five (5) years. SMG has the right to terminate any Contract upon 30 day's written notice to the Provider.

V. EXCLUSIVITY.

5.1 During the Term and on the conditions described in this Agreement, SMG shall not enter into an agreement with any Beverage company, organization, corporation, person or entity that grants Beverage rights at McCormick Place.

5.2 It does not violate Licensee's exclusive rights if SMG licenses all or any portion of McCormick Place to third parties for producing Events where the third party's Licensees include a competing Beverage company, as long as SMG prohibits the third party from exhibiting its Licensees' signage at McCormick Place: (a) outside of the licensed facility; (b) where it is visible to persons outside of the licensed facility; (c) so as to obscure or interfere with Licensee's existing signage; and (d) from being used in connection with the Authority Marks either at McCormick Place or elsewhere. In addition, SMG shall use good faith efforts to avoid allowing the appearance of a Sponsorship association between any such Beverage company and McCormick Place or the Authority Marks to arise.

5.3 Licensee acknowledges the Authority's statutory duties under the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210 *et seq.*, and as a result, the Authority shall not violate the terms of this Agreement if a competing Beverage company is a Licensee of an Event produced by a third party.

VI. REPRESENTATIONS AND WARRANTIES.

Licensee and SMG represent and warrant to the other respectively, that it has all necessary authority and rights to enter into this Agreement and perform its respective obligations under the Agreement. Furthermore, each party shall comply with all applicable rules, laws, regulations and ordinances pertaining to its respective performance.

6.1 SMG's Representations and Warranties. SMG represents and warrants that: (a) it is a duly organized and existing municipal entity and is presently in good standing under the laws of Illinois and all other jurisdictions in which it transacts business; and (b) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person or entity.

6.2 Licensee's Representations and Warranties. Licensee represents and warrants that: (a) it is a duly organized and existing corporation and is presently in good standing under the laws of the state of its incorporation and all other jurisdictions in which it transacts business; (b) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person or entity; (c) it owns exclusively all rights granted hereunder, and there are and shall be no prior contractual agreements which will conflict with Licensee's full performance hereof; and (d) the individual signing this Agreement has the authority to sign the Agreement and bind Licensee to all terms and conditions set forth herein.

6.3 Survival. The parties agree that the provisions of this **Section 6** shall survive the expiration or termination of this Agreement.

VII. INTELLECTUAL PROPERTY.

7.1 Ownership. Each party acknowledges the other's interest in its marks, and neither party may in any manner represent that it has any ownership in the other's marks, or knowingly do or cause anything to be done impairing the other party's interest in its marks. All creative materials developed by either party in connection with the Agreement are the developing party's sole property, exclusive of any intellectual property rights previously owned by other parties, which are incorporated in such materials.

- a. All materials developed or produced under this Agreement by SMG shall be, and will remain the sole and exclusive property of SMG and shall not be used by Licensee without the express permission of SMG.

- b. All materials developed by or produced under this Agreement by Licensee shall be, and will remain the sole and exclusive property of Licensee and shall not be used by SMG without the express permission of Licensee, except that SMG may use such without Licensee's express permission for public relations and presentation purposes.

7.2 Parties' Marks.

- a. SMG owns all rights to the Authority Marks, and Licensee may not use the Authority Marks without SMG's prior written consent pursuant to **Section 7.3a**. SMG's consent, if any, to Licensee's use of the Authority Marks shall be non-exclusive, non-transferable and non-assignable. **Further, all uses of the Authority Marks, including, the McCormick Place® name and logo, must state that the name and logo are registered trademarks of the Authority.**
- b. Licensee owns the rights to Licensee Marks, and SMG may not use the Licensee Marks without Licensee's prior written consent pursuant to **Section 7.3b**. Licensee's consent, if any, to SMG's use of the Licensee Marks shall be non-exclusive, non-transferable and non-assignable. Licensee grants to SMG the non-exclusive right to utilize its name(s) and logo(s) for the purpose of fulfilling its obligations under this Agreement.

7.3 Approval of Use.

- a. Licensee must receive SMG's written approval before Licensee uses Authority Marks in any form. To obtain approval, Licensee must submit to SMG, Attention: Director of Event Operations, a copy of the text and graphics and a description of the proposed medium for using the Authority Marks. Within five (5) business days after receiving the proposed use of the Authority Marks, SMG shall notify Licensee of its approval or disapproval. SMG shall not unreasonably withhold its approval, but SMG expressly retains the right to prevent third parties from using a relationship with Licensee to imply an affiliation with SMG, McCormick Place or any McCormick Place activity or McCormick Place-produced Event. In the event of disapproval, SMG will provide Licensee the reason(s) for the disapproval and suggestions for changes that would make the use of the Authority Marks acceptable to SMG. Licensee shall not use the Authority Marks before receiving SMG's written approval, but if SMG does not respond to Licensee within five (5) business days after receipt of the approval request, the submission shall be deemed approved by SMG.
- b. SMG must seek Licensee's written approval before SMG uses Licensee Marks in any form. To obtain that approval, SMG must submit to Licensee, attention **[NAME]**, a copy of the text and graphics and a description of the proposed medium for using Licensee's Marks. Within five (5) business days after receiving the proposed use of Licensee's Marks, Licensee will notify SMG of its approval or disapproval. Licensee shall not unreasonably withhold its approval. In the event of disapproval, Licensee will provide SMG with the reason(s) for the disapproval and suggestions for changes that would make the use of Licensee's Marks acceptable to Licensee. SMG shall not use the Licensee's Marks before it receives Licensee's written approval, but if Licensee does not respond to SMG within five (5) business days after receipt of the approval request, the submission shall be deemed approved by Licensee.

VIII. DAMAGE/ALTERATIONS TO MCCORMICK PLACE.

Licensee shall not: (a) deface, injure, mar, alter or in any manner damage McCormick Place; (b) cause or permit anything to be done by it, by any party acting by, or through it whereby McCormick Place shall be in any manner injured, marred, defaced or damaged; (c) drive or permit to be driven by any party acting by, or through it, nails, staples, hooks, tacks, screws or the like into any part of McCormick Place; (d) erect or cause to be erected by it, by any party acting by it, or through it any decorations or adhesives, including but not limited to tape, by it, by any party by, or through it that would deface the walls, ceilings, floors, and equipment contained within McCormick Place; or (e) make or allow to be made by it, by any party acting by or through it any alterations of any kind to McCormick Place or equipment therein. Further, Licensee agrees that the walls, floors, ceilings, or other areas of McCormick Place or its furnishings or fixtures are not to be painted by Licensee or its agents or have permanent covering applied. Materials may be attached in or to McCormick Place by means of cords, ropes or ribbons, or in any other manner which will not mar, deface, or damage McCormick Place or its furnishings and fixtures, but only with the prior written consent of SMG.

IX. LIABILITY, DEFENSE AND INDEMNIFICATION.

9.1 Liability for Damages to SMG's Property. Licensee is responsible for any and all damage caused by Licensee's use of McCormick Place or to the floors, sidewalks, ceilings, and equipment at or within McCormick Place except for that caused solely by SMG, or its agents, employees or contractors, and shall be returned to SMG in the same condition when possession was received by Licensee, reasonable wear and tear excepted. Licensee shall pay SMG, upon receipt of an invoice, the cost of any and all repairs required to be made to McCormick Place or equipment located therein as a result of the use thereof by Licensee, its agents, employees, contractors, patrons, guests, or any persons admitted to McCormick Place by Licensee. Licensee further agrees to pay the costs of repair or replacement for any and all damages related to Licensee's event(s) which may have occurred during the Term so as to restore any part of McCormick Place affected by Licensee's event(s) to the condition equal to that prior to the period of Licensee's utilization of McCormick Place. SMG shall provide Licensee a detailed billing and accounting upon the completion of such restoration.

9.2 Indemnification

- a. Licensee shall, at its sole cost and expense, indemnify, defend, and hold harmless SMG, Owner, and their agents, officials, employees, and Licensees (individually referred to as "Indemnified Party" and collectively as, the "Indemnified Parties") against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, of any kind and nature, including but not limited to reasonable attorney fees and expert witness fees, which may in any way accrue against any such Indemnified Party (collectively, for purposes of Indemnification, referred to as the "Loss") in consequence of this agreement or the performance thereof, or which may in any way result therefrom, whether or not it shall be alleged or determined that the Loss arose from (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, and constitutional provisions applicable to Licensee's performance of this Agreement; (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, or subcontractors; (iii) personal or bodily injury to or death of persons or damage to the property of SMG or Owner to the extent caused by the negligent acts, errors, and/or

omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, or subcontractors; (iv) personal or bodily injury to or death of persons or damage to the property of SMG, Owner or the other SMG Parties as a result of any use or sale of the Goods and/or Additional Goods, whether or not the Licensee is the manufacturer of such Goods and/or Additional Goods or, (v) the material breach or default by Licensee or its officers, directors, agents, employees, or subcontractors of any provisions of this Agreement.

- b. Licensee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, regardless of the merit of such claim. If any judgment shall be rendered against such Indemnified Party in any such action, Licensee shall, at its sole cost and expense, satisfy and discharge the same. Licensee expressly understands and agrees that the insurance required by this Agreement or the other related documents of any Indemnified Party or Licensee, or otherwise provided by Licensee or such Indemnified Party shall in no way limit the responsibility to indemnify, defend and hold harmless the Indemnified Parties as herein provided.
- c. Licensee's defense, indemnification and hold harmless obligations to any Indemnified Party will remain an affirmative obligation of Licensee unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.
- d. Licensee's indemnification obligation set forth herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Licensee under workers' compensation acts, workers' occupational disease acts, disability benefit acts, or other employee benefit acts or insurance policy coverage. To the extent permissible by law, Licensee waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due pursuant to Licensee's obligations under this Article, including any claim by any employee of Licensee that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 *et. seq.*, or any other law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The Indemnified Parties, however, do not waive any limitations they have on liability under the Illinois Workers' Compensation Act, the Illinois Local Government and Governmental Employees Tort Immunity Act, or any other statute.
- e. The provisions set forth in this Section shall survive the termination of this Agreement.

9.4 Enforcement. In the event SMG is required to institute a cause of action against Licensee to enforce the provisions of this **Section 9**, and in the event SMG prevails in such action, Licensee shall pay all SMG's litigation costs, including reasonable attorneys' fees.

9.5 Survival. The obligations of Licensee, and the rights of SMG, under this **Section 9** shall survive the expiration or termination of this Agreement.

X. INSURANCE.

Licensee at its sole expense, shall obtain and maintain during the Term the following policies of insurance from companies having a rating of A- or better (with a class rating of "VII" or better) as listed in the most recent edition of Best's Insurance Reports, published by A.M. Best Company and adequate to

fully protect SMG from and against any and all claims, demands, actions, liabilities, damages, losses, costs and expenses of the subjects covered by such policies of insurance:

10.1 Commercial General Liability Insurance. Commercial General Liability Insurance naming “SMG, the Metropolitan Pier and Exposition Authority, its trustees, facilities, agents, officers, board members, employees and SMG” as an additional insured, containing a waiver of subrogation in favor of SMG, and having a severability of interest and endorsement and including, but not limited to, coverage for personal and advertising injury and contractual liability with limits of not less than \$2,000,000 combined single limits for bodily injury and property damage per occurrence.

10.2 Workers’ Compensation Insurance. Workers’ Compensation Insurance with statutory benefits and Employer’s Liability Insurance in Licensee’s name containing a waiver of subrogation in favor of SMG executed by the insurance company with limits of not less than \$1,000,000 per accident, per employee by disease, and \$1,000,000 aggregate by disease.

10.3 Motor Vehicle Liability Insurance. Motor Vehicle Liability Insurance, including coverage for hired and non-owned automobiles and loading and unloading, in Licensee’s name covering all vehicles used in connection with Licensee’s operations under this Agreement with limits of not less than \$9,000,000 combined single limits for bodily injury and property damage per occurrence.

10.4 Additional Requirements. Licensee shall furnish SMG with copies of the policy certificate(s) required to be obtained by Licensee concurrently with the execution and delivery of this Agreement, which shall be attached hereto and incorporated herein as **Exhibit B**. Each insurance policy required to be obtained by Licensee under this Agreement shall remain in effect continuously for the Term or longer if necessary to support Licensee’s indemnity obligations under this Agreement. Each policy obtained by Licensee shall expressly provide that it shall not be subject to material change or cancellation without at least thirty (30) days’ prior written notice to SMG. The limits of liability required in these subparagraphs can be satisfied by a combination of those policies and an umbrella excess liability policy.

10.5 Approval of Policy. Any approval by SMG of any insurance policies of Licensee shall not relieve Licensee of any responsibility hereunder including, but not limited to, claims in excess of limits described above.

10.6 Third Party Suppliers. Licensee shall require all Third Party Suppliers to maintain coverage consistent with the requirements and amounts of this **Section 10**.

XI. FORCE MAJEURE.

Neither party shall be liable to the other party for any failure, inability or delay in performing pursuant to this Agreement if caused by fire, strike, domestic war, insurrection, government restrictions, an act of God, or any other cause beyond the reasonable control of the non-performing party. The non-performing party shall promptly notify the other party in writing of the Force Majeure condition as soon as it is practicable to do so; but due diligence shall be used in curing such Force Majeure condition and in resuming performance and mitigating any losses. Further, each party shall use its reasonable efforts to minimize the duration and consequences of any failure or delay in performance resulting from such act of Force Majeure, and each party shall cooperate in good faith so that the rights and obligations of the parties hereunder may be fulfilled through rescheduling, substitution, alternate performance or similar means.

XII. DEFAULTS AND REMEDIES.

12.1 Termination for Convenience. SMG has the right to terminate this Agreement, in whole or in part, for any reason, including the convenience of SMG, by providing Supplier with written notice specifying the date of termination. On the date specified in the notice, this Agreement will terminate. SMG will pay Supplier the amount earned or reimbursable to it (if any) up to the termination date. After termination, Supplier has no further claim against SMG based upon this Agreement.

12.2 Termination for Cause. This Agreement may be terminated if an event of default occurs. The following constitute events of default by Supplier:

- a. Refusal of failure to provide sufficient properly skilled workers, adequate supervision, or adequate materials and equipment of proper quality;
- b. Failing in any material respect to deliver the Goods according to SMG's schedule;
- c. Causing, by an action or omission, the stoppage or delay of or interference with the services or work of any employee or other Supplier or subcontractor;
- d. Failure to comply with any provision of this Agreement or the Specifications described in the IFB, including, but not limited to matters pertaining to insurance, indemnification and MBE/WBE use;
- e. Becoming insolvent, making a general assignment for the benefit of its creditors, or having a receiver appointed;
- f. Inability to deliver the Goods under the Agreement as a result of insolvency, bankruptcy, or having a receiver appointed;
- g. Conviction in a criminal court or finding of liability in civil court relating to the Goods or involving fraud or misconduct adversely affecting any governmental entity;
- h. Any other acts or omissions specifically identified in this Agreement as an event of default.

12.3 Curable and Incurable Defaults. Time-sensitive defaults (e.g. failure to meet deadlines) are not curable unless SMG, in its sole and absolute discretion extends the deadline; an extension, however, does not relieve Supplier of liability for any damages SMG suffers on account of Supplier's failure to meet required deadlines. Supplier must cure any default that is not time sensitive within ten (10) calendar days after Supplier is given notice of the default in accordance with the terms of this Agreement. In the event a default cannot be reasonably cured within ten (10) calendar days after notice, in the sole opinion of SMG, Supplier must begin to cure the default promptly within the ten-day period and continue diligent efforts to complete the cure until accomplished.

- a. SMG, in its sole discretion, shall determine whether a default is material and whether it can be cured. In the event SMG determines that an event of default can be cured, it shall provide Supplier with notice setting for the event of default and cure requirements, including the time period permitted for cure. Supplier shall cure any event of default as provided in the notice.

- b. If Supplier fails to cure a default as provided in the notice, SMG may, at its sole option, declare Supplier in default. SMG will give Supplier written notice of the default and SMG's termination of this Agreement. SMG's decision is final and takes effect when notice is given or such time as set forth in the termination notice. Supplier shall discontinue all activities under this Agreement, unless otherwise directed in the notice, and deliver all materials accumulated in performing under this Agreement, whether completed or in the process, to SMG.

12.4 Remedies. In the event of default, SMG may invoke any or all of the following remedies. These remedies are not intended to be exclusive of any other remedies available. Rather, every remedy is cumulative and in addition to any other remedies, existing now or later at law, in equity or under the Agreement.

- a. The right to acquire Goods from an alternate source. Supplier shall pay all additional costs incurred by SMG.
- b. The right to terminate this Agreement as to any or all of the Goods yet to be performed effective at a time specified by SMG.
- c. The right to monetary damages.
- d. The right to deem Supplier non-responsive in future Agreements to be awarded by SMG.
- e. The right to take assignment of any or all of Supplier's subcontracts and acquire the Goods, by itself or through others, by whatever method SMG considers expedient.
- f. The right to set-off against any sums owing Supplier.
- g. Such other remedies as permitted by law.

12.5 No delay or omission to exercise any right or power occurring upon any event of default impairs the right or power nor is it a waiver of or acquiescence in any event of default. Every right and power may be exercised from time to time and as often as SMG considers expedient.

12.6 In a court of competent jurisdiction determines that SMG wrongfully terminated Supplier, then the termination shall be treated as a termination for convenience.

XIII. MBE/WBE PARTICIPATION.

Not applicable to this Agreement.

XIV. AUDIT AND REPORTS.

14.1 Audit. Licensee must maintain complete and accurate books and records of account regarding all activities and advertising of Licensee performed pursuant to this Agreement for SMG. Such books and records shall be maintained for three (3) years after termination or expiration of this Agreement. SMG and its representatives shall have the right to inspect and make copies of or from such

books and records relating to this Agreement. Those books and records shall include all documentation regarding Licensee's obligations pursuant to this Agreement.

14.2 Reports. Licensee must submit to SMG, as directed by SMG, no later than the tenth (10th) day of each calendar month, written financial statements detailing all costs and expenses incurred, and all gross receipts received from the sale of Licensee's Beverages through vending machines located at McCormick Place.

XV. GENERAL PROVISIONS.

15.1 Metropolitan Pier and Exposition Authority Act. The Authority, as a government agency, may request disclosure of information that is necessary to accomplish its statutory purposes pursuant to 70 ILCS 210 *et seq.*

15.2 Illinois Freedom of Information Act. This Agreement is subject to disclosure pursuant to the Illinois Freedom of Information Act, 5 ILCS 140 *et seq.*

15.3 Non-Discrimination. Licensee agrees that in performing its obligations pursuant to this Agreement it shall comply with all applicable federal, state and local laws, as well as the SMG's policies which prohibit discrimination, including, but not limited to discrimination on the basis of race, creed, color, religion, age, sex, national origin, handicap or disability, ancestry, marital status, parental status, sexual orientation, source of income or military discharge.

15.4 Severability. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed modified to the extent necessary to make such provision enforceable by such court, and the invalidity in whole or in part of any portion of this Agreement shall not impair or affect the validity or enforceability of the remaining provisions of this Agreement.

1.5 Notices. All notices provided for or which may be given in connection with this Agreement shall be in writing and shall be delivered in person, by a nationally recognized overnight courier service, by electronic mail or by registered or certified mail with postage prepaid and return receipt requested.

If to LICENSEE:

If to SMG:

McCormick Place | SMG
301 East Cermak Road
Chicago, Illinois 60610
E-Mail: dcauston@mccormickplace.com
Attention: David R. Causton, General Manager

With a copy to:

Metropolitan Pier and Exposition Authority
301 East Cermak Road
Chicago, Illinois 60616
Attention: General Counsel

or to such other address as either party, by like notice, shall designate. Such notices, if sent by United States mail, shall be deemed to have been given upon three (3) business days after being deposited

in the United States mail. Such notices, if sent by electronic mail or nationally recognized overnight courier service, shall be deemed to have been given one (1) day after being sent. Such notices, if delivered in person, shall be deemed to have been given upon receipt by the other party.

15.6 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law provisions thereof. The parties irrevocably submit to venue and exclusive personal jurisdiction in the state and/or federal courts located in Cook County, Illinois for any disputes arising out of this Agreement and waive all objections to jurisdiction and venue of such courts.

15.6 Assignment. Neither SMG nor Licensee has the right to grant sublicenses or to otherwise delegate, assign, or encumber any of its rights or obligations under this Agreement. Further, Licensee may not sell or otherwise transfer to a third party its benefits under this Agreement.

15.7 Waiver. The failure of Licensee or SMG at any time to demand strict performance by the other of any of the terms or conditions of this Agreement does not constitute a waiver and does not relinquish the rights of either under the Agreement. A waiver granted on one occasion is not a continuing waiver.

15.8 Cumulative Rights. All rights and remedies under this Agreement are cumulative, and the exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided for herein or at law or in equity.

15.9 Relationship of the Parties. Nothing contained in this Agreement establishes an employer/employee relationship, agency relationship, partnership, or joint venture between Licensee and SMG.

15.10 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15.11 Headings. The section headings in this Agreement have been placed thereon for the convenience of the parties and shall not be considered in any construction or interpretation of this Agreement.

15.12 Entire Agreement. This Agreement constitutes the entire understanding between Licensee and SMG concerning the subject matter hereof and supersedes all prior negotiations, understandings, discussions, and agreements, whether oral or written. This Agreement may not be amended except by a written instrument signed by both Licensee and SMG.

IN WITNESS WHEREOF, the parties have set their hands as of the date first set forth above.

**SMG, as agent for MPEA, Owner of
McCormick Place**

BY: _____
DAVID R. CAUSTON
GENERAL MANAGER

DATE: _____

(insert Licensee)

BY: _____
(INSERT NAME)

DATE: _____

EXHIBIT A – AUTHORITY MARKS

1. ARIE CROWN THEATER®
2. ARIE CROWN THEATER LOGO

{INSERT LOGO}

3. MCCORMICK PLACE®
4. MCCORMICK PLACE LOGO



5. WINTRUST ARENA LOGO

TBD

EXHIBIT II - List of Future Events (July 2017 - June 2020)

In Date	Start Date	End Date	Out Date	Category	Venue	Attendance
06/26/17	06/30/17	07/03/17	07/05/17	International/National Conventions	SOUTH/NORTH BUILDINGS	25,000
06/24/17	06/29/17	07/07/17	07/11/17	Sporting Events	LAKESIDE CENTER	3,000
07/06/17	07/10/17	07/12/17	07/13/17	Sporting Events	SOUTH BUILDING	14,807
07/07/17	07/12/17	07/13/17	07/14/17	Trade Shows	NORTH BUILDING	6,458
07/12/17	07/14/17	07/15/17	07/15/17	Consumer/Public Shows	LAKESIDE CENTER	24,500
07/13/17	07/14/17	07/16/17	07/17/17	Consumer/Public Shows	NORTH BUILDING	7,500
07/15/17	07/15/17	07/20/17	07/20/17	Other	LAKESIDE CENTER	800
07/19/17	07/20/17	07/21/17	07/21/17	Meetings	LAKESIDE CENTER	3,500
07/24/17	07/24/17	07/25/17	07/25/17	Hyatt Events	SOUTH/WEST BUILDINGS	1,800
07/21/17	07/23/17	07/26/17	07/26/17	Hyatt Events	SOUTH BUILDING	800
07/24/17	07/26/17	07/27/17	07/28/17	Meetings	LAKESIDE CENTER	4,000
07/21/17	07/26/17	07/28/17	07/29/17	Trade Shows	WEST BUILDING	6,819
08/09/17	08/09/17	08/09/17	08/09/17	Meetings	SOUTH BUILDING	500
08/04/17	08/08/17	08/10/17	08/12/17	Regional/Corporate Conventions	WEST BUILDING	3,715
08/09/17	08/17/17	08/19/17	08/22/17	International/National Conventions	SOUTH BUILDING	15,304
08/18/17	08/23/17	08/24/17	08/25/17	Regional/Corporate Conventions	LAKESIDE CENTER	2,500
08/26/17	08/27/17	08/29/17	08/30/17	Trade Shows	LAKESIDE CENTER	0
09/05/17	09/06/17	09/08/17	09/08/17	Trade Shows	WEST BUILDING	1,200
09/05/17	09/10/17	09/13/17	09/15/17	International/National Conventions	LAKESIDE CENTER	10,000
08/28/17	09/10/17	09/14/17	09/20/17	Trade Shows	SOUTH/NORTH BUILDINGS	24,695
09/11/17	09/16/17	09/19/17	09/20/17	International/National Conventions	WEST BUILDING	12,000
09/13/17	09/19/17	09/22/17	09/24/17	Trade Shows	NORTH/LAKESIDE CENTER BUILDINGS	19,195
09/22/17	09/22/17	09/29/17	09/29/17	Hyatt Events	LAKESIDE CENTER	230
09/25/17	09/25/17	09/29/17	09/29/17	Hyatt Events	LAKESIDE CENTER	500
09/20/17	09/25/17	09/27/17	09/30/17	International/National Conventions	WEST BUILDING	11,787
09/25/17	10/01/17	10/04/17	10/07/17	International/National Conventions	SOUTH/NORTH BUILDINGS	22,589
10/03/17	10/06/17	10/07/17	10/08/17	Consumer/Public Shows	LAKESIDE CENTER	148,312
10/05/17	10/09/17	10/12/17	10/13/17	International/National Conventions	WEST BUILDING	9,102
10/09/17	10/11/17	10/14/17	10/14/17	International/National Conventions	LAKESIDE CENTER	7,500
10/14/17	10/18/17	10/19/17	10/20/17	Regional/Corporate Conventions	LAKESIDE CENTER	0
10/13/17	10/17/17	10/20/17	10/23/17	Trade Shows	SOUTH/NORTH BUILDINGS	22,312
10/17/17	10/21/17	10/24/17	10/25/17	International/National Conventions	WEST BUILDING	10,000
10/21/17	10/24/17	10/26/17	10/27/17	International/National Conventions	LAKESIDE CENTER	1,600
10/23/17	10/28/17	10/30/17	10/30/17	International/National Conventions	WEST BUILDING	3,000
10/31/17	11/01/17	11/06/17	11/06/17	Hyatt Events	LAKESIDE CENTER	325
10/27/17	11/03/17	11/06/17	11/08/17	International/National Conventions	WEST BUILDING	24,000
11/09/17	11/09/17	11/09/17	11/09/17	Assemblies	ARIE CROWN THEATRE	1,500
10/26/17	11/06/17	11/09/17	11/13/17	Trade Shows	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	40,000
11/09/17	11/14/17	11/17/17	11/18/17	International/National Conventions	WEST BUILDING	4,579
11/13/17	11/13/17	11/26/17	11/26/17	Internal	EVENT CENTER	0
12/01/17	12/02/17	12/02/17	12/02/17	Assemblies	WEST BUILDING	3,200
11/14/17	11/26/17	11/30/17	12/05/17	International/National Conventions	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	55,175
12/04/17	12/04/17	12/08/17	12/08/17	Hyatt Events	SOUTH BUILDING	500
12/15/17	12/20/17	12/22/17	12/23/17	International/National Conventions	WEST BUILDING	18,100
12/21/17	12/28/17	12/30/17	12/31/17	International/National Conventions	NORTH BUILDING	12,564
01/05/18	01/05/18	01/06/18	01/06/18	Hyatt Events	WEST BUILDING	5,206
01/10/18	01/13/18	01/15/18	01/16/18	Sporting Events	LAKESIDE CENTER	7,376
01/16/18	01/22/18	01/24/18	01/27/18	Trade Shows	SOUTH/NORTH BUILDINGS	60,000
02/16/18	02/22/18	02/24/18	02/26/18	International/National Conventions	WEST BUILDING	29,936
01/28/18	02/10/18	02/19/18	02/22/18	Consumer/Public Shows	SOUTH/NORTH BUILDINGS	1,000,000
02/27/18	03/10/18	03/13/18	03/19/18	Trade Shows	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	61,547
03/13/18	03/17/18	03/20/18	03/21/18	International/National Conventions	WEST BUILDING	10,208

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In Date	Start Date	End Date	Out Date	Category	Venue	Attendance
03/19/18	03/22/18	03/24/18	03/24/18	International/National Conventions	LAKESIDE CENTER	1,500
03/25/18	03/28/18	03/30/18	03/31/18	International/National Conventions	LAKESIDE CENTER	7,500
03/22/18	03/27/18	03/29/18	03/31/18	Trade Shows	WEST BUILDING	16,000
03/26/18	03/30/18	04/01/18	04/02/18	Sporting Events	SOUTH/NORTH BUILDINGS	29,600
04/03/18	04/06/18	04/08/18	04/09/18	Consumer/Public Shows	SOUTH BUILDING	76,000
04/09/18	04/11/18	04/13/18	04/14/18	International/National Conventions	LAKESIDE CENTER	4,600
04/11/18	04/15/18	04/17/18	04/19/18	International/National Conventions	WEST BUILDING	16,679
04/10/18	04/16/18	04/19/18	04/21/18	Regional/Corporate Conventions	SOUTH/NORTH BUILDINGS	10,000
04/16/18	04/19/18	04/21/18	04/22/18	International/National Conventions	LAKESIDE CENTER	1,200
04/21/18	04/23/18	04/26/18	04/26/18	Regional/Corporate Conventions	WEST BUILDING	4,700
04/24/18	04/28/18	04/30/18	05/01/18	Trade Shows	NORTH BUILDING	89,277
04/25/18	04/29/18	05/01/18	05/02/18	Trade Shows	LAKESIDE CENTER	5,000
05/01/18	05/07/18	05/10/18	05/12/18	International/National Conventions	SOUTH BUILDING	9,428
05/17/18	05/17/18	05/17/18	05/17/18	Hyatt Events	WEST BUILDING	1,000
05/12/18	05/14/18	05/16/18	05/18/18	Regional/Corporate Conventions	WEST BUILDING	2,390
05/20/18	05/20/18	05/20/18	05/20/18	Internal	EVENT CENTER	0
05/13/18	05/19/18	05/22/18	05/25/18	Trade Shows	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	70,216
05/17/18	05/22/18	05/24/18	05/26/18	Trade Shows	WEST BUILDING	16,032
05/25/18	05/29/18	05/29/18	05/30/18	Other	WEST BUILDING	2,400
05/24/18	06/01/18	06/05/18	06/07/18	International/National Conventions	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	34,768
06/01/18	06/05/18	06/07/18	06/08/18	Trade Shows	WEST BUILDING	9,765
06/08/18	06/09/18	06/10/18	06/10/18	Internal	EVENT CENTER	0
06/07/18	06/11/18	06/13/18	06/13/18	International/National Conventions	NORTH BUILDING	1,500
06/09/18	06/13/18	06/14/18	06/15/18	Trade Shows	LAKESIDE CENTER	4,360
06/14/18	06/17/18	06/20/18	06/21/18	International/National Conventions	SOUTH/NORTH BUILDINGS	21,175
06/19/18	06/21/18	06/23/18	06/26/18	International/National Conventions	LAKESIDE CENTER	1,800
06/19/18	06/24/18	06/27/18	06/29/18	International/National Conventions	WEST BUILDING	18,000
07/09/18	07/11/18	07/13/18	07/13/18	International/National Conventions	WEST BUILDING	4,500
07/05/18	07/10/18	07/12/18	07/14/18	Sporting Events	NORTH BUILDING	14,807
07/10/18	07/16/18	07/18/18	07/20/18	Trade Shows	SOUTH/NORTH BUILDINGS	27,500
07/17/18	07/21/18	07/25/18	07/27/18	International/National Conventions	WEST BUILDING	5,420
07/20/18	07/25/18	07/26/18	07/27/18	Trade Shows	NORTH BUILDING	6,645
07/23/18	07/31/18	08/02/18	08/04/18	International/National Conventions	SOUTH BUILDING	19,500
08/04/18	08/06/18	08/08/18	08/10/18	International/National Conventions	WEST BUILDING	7,000
08/09/18	08/13/18	08/14/18	08/15/18	International/National Conventions	LAKESIDE CENTER	1,600
08/08/18	08/16/18	08/18/18	08/21/18	International/National Conventions	SOUTH BUILDING	15,304
08/14/18	08/19/18	08/20/18	08/23/18	International/National Conventions	WEST BUILDING	5,800
08/18/18	08/22/18	08/25/18	08/26/18	Regional/Corporate Conventions	WEST BUILDING	2,000
08/27/18	09/10/18	09/15/18	09/22/18	Trade Shows	ALL HALLS	114,147
09/22/18	09/24/18	09/27/18	09/28/18	Regional/Corporate Conventions	LAKESIDE CENTER	1,330
09/24/18	09/29/18	10/02/18	10/03/18	International/National Conventions	WEST BUILDING	5,040
09/24/18	09/30/18	10/03/18	10/06/18	Trade Shows	SOUTH BUILDING	19,229
10/02/18	10/05/18	10/06/18	10/07/18	Consumer/Public Shows	NORTH BUILDING	151,300
10/08/18	10/10/18	10/13/18	10/14/18	International/National Conventions	WEST BUILDING	5,500
10/08/18	10/14/18	10/17/18	10/20/18	Trade Shows	ALL HALLS	71,790
10/15/18	10/21/18	10/23/18	10/25/18	International/National Conventions	WEST BUILDING	15,861
10/21/18	10/27/18	10/30/18	11/02/18	International/National Conventions	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	24,525
10/31/18	11/01/18	11/05/18	11/05/18	Meetings	SOUTH/NORTH BUILDINGS	350
10/31/18	11/04/18	11/06/18	11/07/18	International/National Conventions	WEST BUILDING	6,000
11/05/18	11/11/18	11/14/18	11/14/18	International/National Conventions	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	17,832
11/09/18	11/14/18	11/15/18	11/17/18	International/National Conventions	WEST BUILDING	25,000
11/15/18	11/25/18	11/29/18	12/04/18	International/National Conventions	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	55,175

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In Date	Start Date	End Date	Out Date	Category	Venue	Attendance
12/14/18	12/19/18	12/21/18	12/22/18	International/National Conventions	WEST BUILDING	18,100
12/24/18	12/24/18	12/31/18	12/31/18	International/National Conventions	NORTH BUILDING	15,000
01/16/19	01/19/19	01/21/19	01/22/19	Sporting Events	LAKESIDE CENTER	7,376
02/15/19	02/21/19	02/23/19	02/25/19	International/National Conventions	WEST BUILDING	29,936
01/27/19	02/09/19	02/18/19	02/21/19	Consumer/Public Shows	SOUTH/NORTH BUILDINGS	1,000,000
02/19/19	03/02/19	03/05/19	03/11/19	Trade Shows	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	61,547
03/12/19	03/16/19	03/19/19	03/20/19	International/National Conventions	WEST BUILDING	10,818
03/19/19	03/25/19	03/28/19	03/30/19	Regional/Corporate Conventions	SOUTH/NORTH BUILDINGS	10,000
03/21/19	03/26/19	03/28/19	03/30/19	Trade Shows	WEST BUILDING	8,000
04/02/19	04/08/19	04/11/19	04/13/19	International/National Conventions	SOUTH/NORTH BUILDINGS	55,230
04/15/19	04/19/19	04/21/19	04/22/19	Sporting Events	SOUTH/NORTH BUILDINGS	29,600
04/19/19	04/23/19	04/25/19	04/26/19	International/National Conventions	WEST BUILDING	10,000
04/23/19	04/27/19	04/29/19	04/30/19	Trade Shows	NORTH BUILDING	89,277
04/26/19	04/30/19	05/02/19	05/04/19	International/National Conventions	SOUTH BUILDING	6,000
04/29/19	05/04/19	05/06/19	05/08/19	International/National Conventions	WEST BUILDING	16,200
05/04/19	05/07/19	05/09/19	05/11/19	Trade Shows	LAKESIDE CENTER	3,500
05/19/19	05/19/19	05/19/19	05/19/19	Internal	EVENT CENTER	0
05/12/19	05/18/19	05/21/19	05/24/19	Trade Shows	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	70,216
05/16/19	05/21/19	05/23/19	05/25/19	Trade Shows	WEST BUILDING	16,032
05/23/19	05/31/19	06/04/19	06/06/19	International/National Conventions	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	34,768
05/31/19	06/04/19	06/06/19	06/07/19	Trade Shows	WEST BUILDING	9,765
06/14/19	06/15/19	06/16/19	06/16/19	Internal	EVENT CENTER	0
07/05/19	07/10/19	07/11/19	07/12/19	Trade Shows	NORTH BUILDING	6,458
07/05/19	07/10/19	07/12/19	07/14/19	Sporting Events	SOUTH BUILDING	10,000
07/20/19	07/23/19	07/24/19	07/25/19	International/National Conventions	LAKESIDE CENTER	2,000
08/05/19	08/08/19	08/11/19	08/12/19	International/National Conventions	WEST BUILDING	13,000
08/14/19	08/22/19	08/24/19	08/27/19	Regional/Corporate Conventions	SOUTH BUILDING	20,000
08/29/19	09/03/19	09/06/19	09/07/19	Regional/Corporate Conventions	WEST BUILDING	1,200
08/30/19	09/09/19	09/12/19	09/15/19	International/National Conventions	SOUTH/NORTH BUILDINGS	20,600
09/09/19	09/15/19	09/17/19	09/19/19	International/National Conventions	WEST BUILDING	10,754
09/12/19	09/15/19	09/18/19	09/19/19	International/National Conventions	LAKESIDE CENTER	5,946
09/16/19	09/22/19	09/25/19	09/28/19	International/National Conventions	SOUTH/NORTH BUILDINGS	22,589
09/20/19	09/25/19	09/27/19	09/29/19	International/National Conventions	WEST BUILDING	8,241
09/30/19	10/04/19	10/06/19	10/09/19	Regional/Corporate Conventions	WEST BUILDING	11,000
10/08/19	10/11/19	10/12/19	10/13/19	Consumer/Public Shows	NORTH BUILDING	151,300
10/02/19	10/08/19	10/11/19	10/13/19	International/National Conventions	SOUTH BUILDING	3,500
10/10/19	10/14/19	10/16/19	10/17/19	International/National Conventions	WEST BUILDING	7,000
10/14/19	10/20/19	10/23/19	10/25/19	International/National Conventions	SOUTH/NORTH BUILDINGS	30,612
10/21/19	10/27/19	10/29/19	10/31/19	International/National Conventions	WEST BUILDING	14,223
10/24/19	10/28/19	10/30/19	10/31/19	International/National Conventions	NORTH BUILDING	6,700
10/30/19	11/03/19	11/05/19	11/06/19	International/National Conventions	LAKESIDE CENTER	5,200
11/04/19	11/11/19	11/14/19	11/18/19	Trade Shows	SOUTH/NORTH BUILDINGS	35,457
11/13/19	11/20/19	11/21/19	11/22/19	Regional/Corporate Conventions	WEST BUILDING	16,000
11/19/19	12/01/19	12/05/19	12/10/19	International/National Conventions	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	55,175
12/08/19	12/11/19	12/15/19	12/17/19	International/National Conventions	WEST BUILDING	5,000
12/23/19	12/23/19	12/31/19	12/31/19	International/National Conventions	NORTH BUILDING	15,000
01/26/20	02/08/20	02/17/20	02/20/20	Consumer/Public Shows	SOUTH/NORTH BUILDINGS	1,000,000
02/14/20	02/20/20	02/22/20	02/24/20	International/National Conventions	WEST BUILDING	29,936
02/25/20	03/02/20	03/04/20	03/07/20	International/National Conventions	WEST BUILDING	16,000
03/03/20	03/14/20	03/17/20	03/23/20	Trade Shows	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	61,547
03/20/20	03/24/20	03/26/20	03/28/20	Trade Shows	WEST BUILDING	8,000
03/22/20	03/28/20	03/31/20	04/03/20	International/National Conventions	SOUTH/NORTH BUILDINGS	19,094

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In Date	Start Date	End Date	Out Date	Category	Venue	Attendance
03/31/20	04/02/20	04/04/20	04/04/20	International/National Conventions	LAKESIDE CENTER	10,000
04/01/20	04/04/20	04/05/20	04/07/20	International/National Conventions	WEST BUILDING	8,458
04/06/20	04/10/20	04/12/20	04/13/20	Sporting Events	SOUTH/NORTH BUILDINGS	29,600
04/16/20	04/21/20	04/23/20	04/25/20	International/National Conventions	SOUTH BUILDING	14,201
04/28/20	05/03/20	05/05/20	05/07/20	International/National Conventions	WEST BUILDING	18,245
05/10/20	05/16/20	05/19/20	05/22/20	Trade Shows	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	70,216
05/14/20	05/19/20	05/21/20	05/23/20	Trade Shows	WEST BUILDING	16,032
05/21/20	05/29/20	06/02/20	06/04/20	International/National Conventions	SOUTH/NORTH/LAKESIDE CENTER BUILDINGS	34,768
05/29/20	06/02/20	06/04/20	06/05/20	Trade Shows	WEST BUILDING	9,765
06/09/20	06/10/20	06/12/20	06/12/20	Meetings	LAKESIDE CENTER	2,000
06/08/20	06/13/20	06/15/20	06/17/20	International/National Conventions	WEST BUILDING	17,793
06/15/20	06/19/20	06/22/20	06/24/20	International/National Conventions	SOUTH/NORTH BUILDINGS	12,000