

SERVICE YARD RULES

These Service Yard Rules are effective as of September 1, 2006 ("Effective Date") between the CITY OF AUSTIN, a Texas home rule city and municipal corporation ("Landlord"), and GREATER AUSTIN PERFORMING ARTS CENTER, INC., a Texas non-profit corporation using the assumed name "The Long Center" ("Tenant"); Landlord and Tenant being sometimes collectively referred to herein as the "Parties".

WHEREAS, the Parties entered into a Second Amended and Restated Lease Agreement, dated effective as of January 13, 2005, and a First Amendment to Second Amended and Restated Lease Agreement, dated effective as of April 7, 2005, (as amended, the "Lease"); and

WHEREAS, Section 1.5 of the Lease establishes certain terms and conditions for the use and operation of that portion of the Tenant's Premises and that portion of the Landlord's adjacent property, depicted on attached Exhibit "A", and designated as the "Service Yard"; and

WHEREAS, in the Lease, Landlord reserved the right to establish such non-discriminatory rules and regulations as Landlord deems necessary or appropriate in its reasonable discretion to govern Landlord's and Tenant's use of the Service Yard in order to ensure a coordinated and efficient use of the Tenant's Improvements (the "Long Center") and the Landlord's Community Events Center; and

WHEREAS, the Service Yard is essential to the efficient use and operation of both the Long Center and the Community Events Center;

NOW, THEREFORE, the Parties agree to the following Service Yard Rules:

1. Right to Use.

As provided in the Lease, Landlord reserved the right to use the Service Yard in-common with Tenant. Accordingly, Tenant's parking rights in the Service Yard are non-exclusive.

2. Limitations on Use.

- a. As provided in the Lease, the Parties acknowledge that the Parking Plan will allow a limited number of parking spaces on the Service Yard, near the entrance to the Long Center, which may only be used by handicapped and other special patrons during (i) performances at the Long Center; and (ii) such other times as Landlord may consent to in writing from time to time. All fire lanes, emergency access areas, and handicapped access areas located within the Service Yard will be designated and must be kept clear from obstructions at all times.

- b. No one may use the Service Yard for any other vehicular parking, including when no events are occurring, without Landlord's prior written consent; provided that the Director of the Austin Convention Center Department (the "Director") may grant verbal consent to such parking in emergencies and other situations said Director deems appropriate. The Director will grant written permission for limited Tenant employee parking in designated areas of the Service Yard. Any such employee parking will be limited to Tenant's designated portion of the Service Yard and will be subject to the other applicable provisions of this Agreement and the Lease.

3. Management.

- a. The Department, acting by and through the Director (or a designee), will manage the use of the Service Yard and will endeavor to insure that both Landlord and Tenant have reasonable access to and use of the Service Yard.
- b. Tenant will designate an appropriate employee or contractor to manage the use of Tenant's portion of the Service Yard and to act on behalf of Tenant in the day-to-day management of this Agreement.
- c. In the event of an emergency, the Service Yard will be under the exclusive direction and control of Landlord.

4. Service Yard Boundaries.

Landlord will install portable fencing along the boundary between the portion of Tenant's Premises and Landlord's adjacent property constituting the Service Yard. The fencing will remain in place, unless the Parties approve a temporary reconfiguration or a temporary adjustment is required to accommodate large trailers.

5. Internal Parking.

The Parties will restrict their respective uses of the Service Yard, including the allocation of employee parking areas, to their designated portions of the Service Yard, unless otherwise agreed. The Parties will control parking within and design internal parking plans for their designated portions of the Service Yard, subject to the existing Site Plan for the Long Center and the designation of fire lanes, handicapped parking areas, and emergency access areas. Tenant will provide a copy of its proposed Service Yard parking plan to the Director for review and approval.

6. Third Party Use.

The Director will manage any third party requests for the use of the Service Yard on a first come, first serve basis, subject to the needs of the Parties.

7. Fees.

No fees will be charged for Tenant's approved employee parking area and the other designated parking spaces described in Section 2 above. Any fees for other use(s) of the Service Yard must be approved by the City Council. The Director may negotiate special rates, charges, fees and services for use of the Service Yard for events that represent significant local economic impact, hotel occupancy tax or substantial facility revenue. Any overflow parking from the Service Yard to the Parking Facilities will be subject to the approved parking fees with no exceptions.

8. Control of Access.

- a. Tenant will access the Service Yard through the designated entrance on Riverside Drive and will control access using an installed access card reader. Tenant may use the Barton Springs Road entrance for trucks needing a 50 foot turning radius and access to the Long Center's south loading dock. (This information will be included in all planning documents.)
- b. Landlord will access the Service Yard through the designated entrance on Barton Springs Drive and will control using the existing security gate, which will be controlled by the Department.

9. Security.

- a. The Department will manage the security arrangements for the entire Service Yard with the Parties being responsible for the internal security and control of their respective portions of the Service Yard.
- b. Tenant will provide a security plan to the Director for review and approval to ensure security of the Tenant's portion of the Service Yard during events and non-event days.
- c. Tenant will notify Palmer Event Center security in advance of any need to access the Service Yard off of Barton Springs Road (load-in vehicles only).
- d. Tenant will notify Department management of any concerns or issues related to Service Yard security.

10. Parking Capacity and Overflow Parking.

- a. The Department will determine in advance the maximum number of parking spaces available for personal and service vehicles and truck and trailers in the respective portions of the Service Yard (particularly for

large events). When capacity is reached in the respective portions of the Service Yard, signs will be posted to re-direct vehicles to the Parking Garage, subject to the standard parking rate. Recyclable swipe tickets may be pre-purchased at the standard rate and used to enter the Parking Garage.

- b. For events involving extensive vehicles and trailers, overflow parking for trucks and trailers will be directed to the lower portion of the Parking Garage, located north of the Barton Springs Service Yard entrance.

11. Substitution of Parking Facility Parking.

The Director has the right to substitute Service Yard parking with Parking Facility parking (or vice versa) for pre-determined events.

12. Priority of Use.

As a first priority, the Service Yard will be used to accommodate vehicles intended to specifically serve an event, including trailers, service vehicles, semi-trailers, and large move-in vehicles.

13. Unpaved Areas.

No parking shall be allowed on any unpaved portion of the Service Yard.

14. Right to Remove Vehicles.

Landlord reserves the right to enter upon the Service Yard and remove any vehicles parked in violation of the terms of this Agreement without notice or opportunity to cure being given Tenant.

15. Signage.

Landlord also reserves the right to post such signage, at its sole cost and expense, in the Service Yard as may be required by applicable law to ensure its ability to tow any illegally parked vehicles. Tenant may replace such signage at its sole cost and expense with more aesthetically pleasing signage at Tenant's sole expense, provided Tenant obtains Landlord's prior written consent to doing so and such signage meets all requirements of applicable law for such signs.

16. Capitalized Terms.

Capitalized terms not otherwise defined herein will have the meaning set forth in the Lease.

EXECUTED to be effective as of the date and year first above written.

LANDLORD:

City of Austin
a home rule city and municipal corporation

By: _____
Name: _____
Title: _____

Approved as to form:

Assistant City Attorney

TENANT:

Greater Austin Performing Arts Center, Inc.,
A Texas nonprofit corporation using the
assumed name "The Long Center"

By: _____

Name: _____

Title: _____

Attest:

_____, Secretary