

RESOLUTION NO. _____

WHEREAS, the City of Austin executed a lease (“Primary Lease”) with the Film Society of Austin, Inc. (“AFS”) for approximately 20 acres of land on 51st St. for use as a studio complex for the production of films, television programs, commercials, and multi-media productions, education associated with such productions, and other accessory uses; and

WHEREAS, the Primary Lease provides that subleases by AFS involving over \$50,000 in improvements require prior approval by the City Council, which may be conditioned on local hiring requirements; and

WHEREAS, AFS seeks Council approval of a sublease to Soundcheck Austin, LLC, (“SCA”) because SCA will make over \$500,000 in improvements; **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

AFS’s sublease to SCA, which is on file with the City’s Economic Growth and Redevelopment Services Department (“Sublease”), is approved on the following conditions:

1. If SCA employs 50 or more employees, at least 90% of them must be considered Austin Residents. If SCA employs less than 50 employees, at least 75% of them must be Austin Residents. An Austin Resident is

defined as a person who resides in the Austin-Round Rock Metropolitan Statistical Area (“MSA”) at the time immediately before employment at SCA. Students residing and attending institutions of higher education in the MSA will be considered Austin Residents. This requirement must be enforceable by the City.

2. Neither the Sublease nor this consent releases or discharges AFS from any liability under the Primary Lease; may be construed to modify, waive, release or otherwise affect any of the terms, covenants, conditions, or provisions of the Primary Lease; waives any breach of the Primary Lease; waives any of City’s rights as landlord or enlarges or increases obligations of City; or enlarges or increases SCA’s rights and benefits beyond those AFS under the Primary Lease.
3. The Sublease is subordinate to the Primary Lease. If the Primary Lease is terminated by City due to a default, or if the Primary Lease expires before expiration of the Sublease, the Sublease will automatically expire and terminate.
4. AFS shall not be released from any liability under the Primary Lease, nor shall any liability of AFS be decreased, because of City’s direct conversations, communications or other dealings with SCA. Any payment from SCA directly to City shall not be deemed an attornment by

SCA to City or release AFS from any liability under the Primary Lease (except that City shall credit AFS with any rent received by City), in the absence of a specific written agreement otherwise signed by City.

5. SCA shall not be entitled to exercise any option of AFS under the Primary Lease.
6. This consent shall not be deemed consent to any amendment, modification, extension or renewal of the Sublease without City's prior express written consent.
7. City shall not be liable for any brokerage commission or other charge or expense in connection with the Sublease.
8. Acceptance of the conditions of this consent, without change or modification, by AFS and SCA is a condition precedent to the effectiveness of this consent and the Sublease. Execution of the Sublease shall constitute SCA's and AFS's joint and several confirmation of the conditions of this consent and SCA's and AFS's joint and several agreement to be bound thereby.

ADOPTED: _____, 2009

ATTEST: _____
Shirley Gentry
City Clerk