

SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY, a public body formed and existing pursuant to the Sports and Exhibition Authority Law (16 P.S. Section 5501-A et seq.) whose address is 171 10th Street, 2nd Floor, Pittsburgh, PA 15222 (the “**Authority**”),

AND

_____ whose address is _____ (the “**Grantee**”).

WITNESSETH:

WHEREAS, the Authority has authorized a grant to Grantee under the Authority’s Sports Event Funding Program (“**SEF Program**”) to provide financial assistance for _____ at _____ [location in Allegheny County] to be held on _____ [date(s)] as more fully described herein (the “**Event**”); and

WHEREAS, Authority and Grantee desire to set forth their agreement and understanding regarding the financial assistance.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree as follows:

ARTICLE 1

GRANT

1.01. Subject to the terms of this Contract, Authority will make a grant to Grantee in an amount not to exceed _____ (\$) DOLLARS (the “**Grant**”), subject to the conditions set forth herein. The Grant shall be used by Grantee to carry out the Event set forth on **Appendix A** hereto and in the application submitted by Grantee (including all supplemental information and revisions) and approved by Authority (the “**Application**”), which Application is incorporated herein by reference. In the event of any discrepancy or conflict between the Application and the terms set forth in this Contract, this Contract controls.

1.02. The Grant is made pursuant and subject to the SEF Program Guidelines (the “**SEF Guidelines**”) referenced in the Application. Any capitalized terms used in this Contract not otherwise defined herein are used with the meaning set forth in the SEF Guidelines.

1.03. The event budget, including the use of SEF Program financial assistance provided hereunder, is set forth on **Appendix A** (the “**Event Budget**”).

1.04. The Grant is made to support the Event as it is detailed and described herein. Any material changes made to the Event, including but not limited to its scope, size, duration, location, date, or budget, without first obtaining Authority’s written consent, may result in a loss of or reduction in the amount of the Grant.

1.05. Costs incurred prior to the date of the Application are not eligible for reimbursement with Grant funds unless a waiver is received from the Authority.

1.06. Under no circumstances shall the Authority be obligated to provide funds to Grantee in excess of the amount of the Grant set forth above.

ARTICLE 2

EFFECTIVE DATE

2.01. This Contract shall commence on the Effective Date and end on the Termination Date. The Effective Date is the date the fully executed Contract is sent to the Grantee. A fully executed Contract is one that has been signed by Grantee and by Authority. The Termination Date shall be the date that is 180 days after the Event End Date, as reflected on the first page of this Contract, unless this Contract is terminated earlier pursuant to other provisions herein or is extended by written agreement by and between Authority and Grantee ("**Termination Date**").

2.02. This Contract is not binding in any way, nor will the Authority be bound, until this document has been fully executed and sent to Grantee.

2.03. The items listed on **Appendix B** as "Deliverables" are due to the Authority at the time of execution of the Contract.

2.03. Authority's obligations and Grantee's rights hereunder end on the Termination Date.

ARTICLE 3

REPRESENTATIONS, WARRANTIES AND COVENANTS

3.01. The Grantee represents, warrants and covenants that:

(a) Grantee is a [*non-profit/for profit corporation*] duly organized and validly existing and in good standing under the laws of the _____ and is qualified to do business in the Commonwealth of Pennsylvania (the "**Commonwealth**").

(b) This Contract has been duly and validly executed and delivered by Grantee and constitutes a valid and legally binding obligation enforceable in accordance with its terms. The performance by Grantee of its obligations hereunder and the consummation of the transactions herein contemplated do not, and will not, conflict with, constitute a breach, or result in a violation of Grantee's organizational agreements or any agreement or other instrument to which it is a party or by which it is bound or any constitutional or statutory provision or order, rule, regulation, decree, or ordinance of any court, government or governmental authority having jurisdiction over Grantee.

(c) Grantee is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of Grantee.

(d) No representation or warranty made by Grantee under this Contract and no statement made by Grantee in any financial statement, certificate, report, exhibit, or document furnished by Grantee to the Authority pursuant to or in connection with this Contract is false or misleading in any material respect (including by omission of material information necessary to make such representation, warranty or statement not misleading).

(e) Grantee (including directors, officers, members and employees of the Grantee) has no interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Contract.

(f) None of the following have occurred with respect to the Grantee: (i) violations of laws or regulations; (ii) audit exceptions; (iii) misuse of funds; (iv) a failure to submit required reports; or (v) responsible public officials or private citizens have made allegations of mismanagement, malfeasance or criminal activity.

(g) Except as has been disclosed to the Authority in writing, there is no pending action or proceeding before any court, governmental agency or arbitrator against or involving the Grantee or the Event and, to the best knowledge of the Grantee, there is no threatened action or proceeding affecting the Grantee or the Event before any court, governmental agency or arbitrator which, in any case, might have a material adverse effect on the financial condition or operations of the Grantee or the Event, or the validity or enforceability of this Contract.

(h) Grantee has filed all returns and reports that are required to be filed by it in connection with any federal, state or local tax, duty or charge levied, assessed or imposed upon the Grantee or its property, including unemployment, social security and similar taxes and all of such taxes have been either paid or adequate reserve or other provision has been made therefor.

(i) Grantee has all necessary permits, licenses, certifications and qualifications to conduct its business as it is presently being conducted and has complied in all material respects with all applicable requirements of the United States, the Commonwealth and local jurisdictions, and their respective agencies and instrumentalities, to operate its facilities, programs and events that are presently being operated.

(j) *[IF APPLICABLE]* Grantee certifies that its designation as a 501(c)3 entity under the U.S. Internal Revenue Code has not been altered, challenged or revoked and that it will notify the Authority if its status as such an entity is altered, challenged or revoked.

ARTICLE 4

DISBURSEMENT

4.01. Disbursement of Grant funds shall be subject to the availability of funds pursuant to Section 27.4 of PA General Assembly Act 42 of 2017 and the terms and conditions of this Contract. Disbursement is subject to the accuracy of the representations, warranties and covenants contained in this Contract and any related documents provided by or on behalf of the Grantee, and to the performance by the Grantee of its obligations to be performed hereunder and thereunder, including but not limited to the Special Conditions set forth on **Appendix B**.

4.02. Grant funds shall be disbursed on a reimbursement basis only, after the Event has been held and the Final Report, as defined below, has been submitted to and accepted by the Authority. To facilitate receipt of Grant funds, Grantee must submit an acceptable Disbursement Request, as defined below.

4.03. *Final Report.* Disbursement of Grant funds shall not be made until the final closeout report (the “**Final Report**”) is submitted to and approved by the Authority. Information required for the Final Report is set forth on **Appendix C**. The Final Report must be submitted by Grantee to Authority no later than 90 days after the Event End Date.

4.04. *Disbursement Request.* A request for disbursement of Grant funds must be submitted by Grantee using the **Appendix D** disbursement request form, together with supporting documentation (a “**Disbursement Request**”). All requests shall be supported by properly executed vouchers/invoices or other records indicating in proper detail the nature and propriety of the charge, together with evidence of payment and such other supporting documentation as Authority may require in its reasonable exercise of judgment. All Disbursement Requests must be submitted by Grantee to Authority no later than 120 days after the Event End Date.

4.05. Grant funds shall be disbursed by check payable to Grantee, within 45 days of acceptance/approval of the Final Report and acceptance/approval of the Disbursement Request by the Authority.

ARTICLE 5

BONDING, INSURANCE AND INDEMNIFICATION

5.01. *Fidelity Bonding.* Unless otherwise authorized by Authority, Grantee shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers and/or handle or control funds, checks, securities or property on Grantee’s behalf. The amount of the bond required shall be adequate to insure the security of all funds received under this Contract, and such bond must be maintained until the Contract is closed out by Authority.

5.02. *Hold Harmless.* To the fullest extent permitted by law, the Grantee shall defend, indemnify and hold harmless the Authority, the City of Pittsburgh (the “**City**”), Allegheny County (the “**County**”), the Commonwealth and their board members, officials, employees and agents from and against any and all claims, demands, losses, liabilities, costs, actions, penalties, expenses and damages, however designated, including reasonable attorneys’ fees and investigation expenses, that may result from property damage, personal injury, death, or civil liability arising in any manner or under any circumstances whatsoever relating to the Event, including but not limited to operation and activities of the Grantee, or the acts or omissions of its contractors, employees, volunteers, agents, representatives, participants, or attendees related to the Event. Grantee shall defend, indemnify and hold harmless the Authority, the City, the County, the Commonwealth and their board members, officials, employees and agents from and against any and all claims, demands, losses, liabilities, costs, actions, penalties, expenses and damages, however designated, including reasonable attorneys’ fees and investigation expenses, that may result from any failure of Grantee to perform or comply with any of the covenants, agreements, terms or conditions of this Contract on its part to be performed or complied with. The indemnities provided hereby shall survive the termination or cancellation of this Contract.

5.03. *Insurance.*

- (a) Grantee shall maintain general liability, automobile, umbrella liability insurance, worker's compensation including employer's liability coverage, [employment practices liability including employee theft coverage], [harbor workers and longshoreman coverage], [abuse and molestation coverage] in the amounts set forth on **Appendix B**.
- (b) Without limiting the foregoing obligations, it is understood and agreed that Grantee's general liability, automobile, and umbrella liability insurance policies shall protect, or shall be endorsed to protect, the Authority, the City, the County and the Commonwealth from claims of bodily injury and/or property damage arising out of any services or activities performed by Grantee or its employees, volunteers, or agents with respect to the Event, including claims for damages by business invitees, participants, and all other claims for damage to person and property as a direct or indirect result of the execution of the Event
- (c) Grantee shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing services relative to this Contract and the Event.
- (d) Grantee shall deliver to the Authority certificates of insurance and copies of the relevant endorsements and declaration pages with the signed Contract. The certificates of insurance shall evidence required coverage and shall further name the Authority, the City, the County, and the Commonwealth or any other party designated by the Authority, as additional insured parties on all required policies excluding workers' compensation, and such additional insured coverage shall be primary and non-contributory.
- (e) An Actual Notice of Cancellation endorsement shall be delivered indicating that coverage cannot be canceled except upon not less than thirty (30) days prior written notice to the Authority. All insurance [other than employment practices liability insurance] shall be pursuant to an occurrence basis policy (rather than claims made policy).
- (f) Any deductibles or self-insured retentions on the required policies are required to be satisfied by the first named insured on the policies. Grantee must obtain prior written approval from Authority should any deductibles or self-insured retentions be greater than Five Thousand Dollars (\$5,000.00) per occurrence.
- (g) Grantee agrees to waive subrogation regarding payment of any damages arising under or related to this Contract. All insurance policies required hereunder shall permit and recognize such waivers of subrogation. All insurance carriers hereunder shall be rated at least "A" in the AM Best Guide.

- (h) Such policies shall not include any provision limiting the existing sovereign immunity of the Authority or its agents or employees.

ARTICLE 6

AUDIT REQUIREMENTS

6.01. As part of the Final Report, Grantee shall perform procedures to verify that the expenses it has indicated and is seeking reimbursement for from Grant funds comply with the requirements of the SEF Guidelines and this Contract. An officer of the Grantee shall certify the Final Report to be true, correct, and complete and that the SEF Guidelines and this Contract have been complied with.

6.02. If the amount of the Grant as reflected on the first page of this Contract is [\$75,000] or more, the Final Report shall include a program specific audit of Grant revenues and expenses performed by an independent auditor acceptable to the Authority, at Grantee's sole expense, in accordance with Generally Accepted Government Auditing Standards (GAGAS). The program specific audit report shall consist of: a statement of actual and budgeted Grant revenues and expenses; notes to the statement of actual and budgeted Grant revenues and expenses; a schedule of findings and questioned costs; a supplementary information schedule of the Event revenue and expense statement in the format set forth on **Appendix C** (the "**Event Revenue and Expense Statement**"); and the independent auditor's reports required by GAGAS. Grantee shall provide to the independent auditor the SEF Guidelines and this Contract as the applicable program specific audit guide for the audit and the compliance report. [A program specific audit is a requirement when the amount of the Grant is less than \$75,000 only if such requirement is included in **Appendix B** as a Special Condition.]

6.03. Notwithstanding the foregoing, Grantee shall permit the Commonwealth, Authority and/or their representatives to perform audits, at the Commonwealth or Authority's expense, of a financial or performance nature throughout the term of this Contract and thereafter if the Commonwealth or the Authority, in their sole discretion, shall deem necessary.

6.04. None of the provisions of this Article 6 exempts the Grantee from maintaining records or providing, upon request, access to such records to Authority or its authorized representatives.

ARTICLE 7

RECORDS

7.01. Grantee, using accepted procedures, shall maintain at its principal office or place of business, complete and accurate records and accounts, including documents, correspondence and other evidence pertaining to costs, expenses, activities and matters of the Event and this Contract. At any time during normal business hours and as often as Authority deems necessary, Grantee shall make available for inspection by Authority, or its duly authorized representatives, all of its records with respect to all matters covered by this Contract and shall permit Authority to audit, examine and make copies of such records.

7.02. All required records shall be maintained by the Grantee for a period of three (3) years from the date of final audit or close out of this Contract by Authority, except in those cases where unresolved questions may require maintenance of some or all records for a period longer than three (3)

years. In such event, records shall be maintained until all pending matters are resolved. Grantee agrees to require any assigns, and/or agents, to comply with the requirements of this Article 7.

ARTICLE 8

COMPLIANCE WITH LAWS

8.01. All Event activities shall be performed in accordance with applicable federal, state and local laws, ordinances, regulations, directives, guidelines and such additional requirements, if any, listed in **Appendix B** or otherwise provided by the Authority.

8.02 Grantee shall obtain and hold all necessary permits, licenses, certifications, and qualifications to hold the Event and comply in all material respects with all applicable requirements of the United States, the Commonwealth and local governmental bodies, and their respective agencies and instrumentalities, in the holding of the Event.

ARTICLE 9

ASSIGNMENT, TRANSFER, OR COLLATERAL USE

9.01. This Contract shall be binding upon and inure to the benefit of Authority, Grantee and their respective successors and assigns, except that the Grantee shall not assign, pledge or transfer its rights hereunder without the prior written consent of Authority, which consent may be granted or withheld at Authority's discretion. Approval of an assignment does not establish any legal relationship between Authority and any third party, and under no circumstances shall the Authority be held liable for an act or omission committed pursuant to such an assignment.

ARTICLE 10

INDEPENDENT CONTRACTOR

10.01. Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between Grantee and Authority.

ARTICLE 11

EVENTS OF DEFAULT

11.01. Upon the occurrence of any of the following events, which shall constitute an Event of Default, the Grantee will provide the Authority with written notice within five (5) business days:

- (a) the initiation of any litigation or administrative proceeding against the Grantee which, if determined adversely to the Grantee, could have a material adverse effect on its operations;
- (b) the cessation of operations of the Grantee;

- (c) any material changes in the Grantee's operations as described in the Application, budget or mission statement; or
- (d) the initiation of any bankruptcy or dissolution proceedings by or against the Grantee, the Grantee becomes insolvent or unable to pay its debts as the same shall mature, or the appointment of a receiver, trustee or conservator.

ARTICLE 12

REMEDIES

12.01. *Remedies Available to Authority.* Upon written notification to Grantee, (a) at the occurrence of an Event of Default as described in Article 11 above or for any other violation of the terms this Contract, or (b) if Grantee or Event is involved in any publicity deemed to be sufficiently unfavorable in the sole discretion of the Authority as to destroy or substantially diminish the value of the Event as contemplated under the SEF Program, Authority in its sole discretion may: (1) suspend or revoke the Grant; (2) suspend or terminate this Contract; and/or (3) seek legal or equitable relief, including injunctive relief, to enforce duties and obligations of the Grantee under this Contract.

12.02. *Misuse of Grant Funds.* If any and/or all of the Grant funds provided to Grantee by the Authority are not used by Grantee for purposes of and in accordance with the Application and this Contract, Grantee shall be liable to Authority for the misused/improperly used funds. Grantee agrees to repay Authority, with interest at 3% per annum, the misused/improperly used Grant funds.

12.03. *Limitation of Damages.* Except as otherwise provided, no party to this Contract may seek the award of consequential, incidental, punitive or delay damages for any violation of this Contract.

ARTICLE 13

ENTIRE AGREEMENT; AMENDMENTS; NO THIRD-PARTY OBLIGATIONS

13.01. This Contract, when signed by all parties hereto, constitutes the full and complete understanding and agreement of the parties and supersedes all other understandings, arrangements, commitments and representations regarding the subject matter hereof.

13.02 Any amendment, modification, waiver or extension of this Contract, or any provision hereof, shall be in writing, signed by all parties to this Contract.

13.03. No provision of this Contract shall be construed in any manner so as to create any rights in third parties not party to this Contract. This Contract shall be interpreted solely to define specific duties and responsibilities between Grantee and Authority and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

ARTICLE 14

SEVERABILITY

14.01. Should any section or any part of any section of this Contract be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Contract.

ARTICLE 15

GOVERNING LAW; CONSENT TO JURISDICTION

15.01. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth, without regard to its principles of conflicts of law.

15.02. Grantee hereby consents to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania, and/or the United States District Court for the Western District of Pennsylvania, in any and all actions or proceedings arising hereunder or pursuant hereto, and Grantee irrevocably agrees to service of process by personal service upon Grantee wherever Grantee may be then located, or by United States registered or certified mail, return receipt requested, directed to Grantee at its address stated herein.

ARTICLE 16

ACKNOWLEDGMENT AND RECOGNITION OF GRANT

16.01. In a manner acceptable to the Authority, as reviewed and approved by Authority in writing, Grantee shall include recognition of the financial assistance provided hereby on signage, brochures, publicity, marketing materials, news articles, and/or advertising referencing the Event.

ARTICLE 17

NO WAIVER

17.1. No delay or failure on the part of Authority in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of Authority hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. Authority shall have the right at all times to enforce the provisions of this Contract in accordance with the terms hereof notwithstanding any conduct or custom on the part of Authority in refraining from so doing at any time or times.

17.2. The failure of Authority at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Contract or as having in any way or manner modified or waived the same.

17.3. In accordance with Section 13.02, any waiver by Authority of any provision of this Contract shall be in writing.

ARTICLE 18

RIGHT TO KNOW LAW

18.01. Grantee acknowledges the Authority is subject to the Commonwealth's Right to Know Law (65 P.S. §67.101 et seq.). Grantee represents that no information or documents that it has provided or will provide to the Authority in connection with this Contract contain any trade secret or confidential proprietary information, as those terms are used in the Commonwealth Right to Know Law and Grantee waives any right to notice that it might have pursuant to 65 P.S. §67.707 if any information or documents so provided by Grantee are produced.

ARTICLE 19

OFFICIAL NOTICES

19.1. All notices, waivers, consents, and other communications provided under this Contract shall be provided to the Grantee at the contact address listed above and to the Authority at 171 10th Street, 2nd Floor, Pittsburgh, PA 15222.

19.2. Any such communication shall be in writing and deemed to have been duly given on the earlier of (i) the date received, or (ii) five (5) business days after the date such notice is mailed by United States registered or certified mail, return receipt requested.

ARTICLE 20

SURVIVAL

20.01. All representations, warranties, covenants, commitments, and agreements of Grantee made in this Contract or in any certificate or document delivered pursuant hereto, including but not limited to the hold harmless provisions of Section 5.02, shall remain in full force and effect and shall survive the execution and delivery hereof and the expiration, termination or fulfillment of this Contract.

ARTICLE 21

CONSTRUCTION; HEADINGS; COUNTERPARTS

21.01. All of the terms and conditions of this Contract are expressly intended to be construed as covenants as well as conditions.

21.02 The headings used herein are for convenience only and do not constitute a substantive part of this Contract.

21.03 This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one Contract.

ARTICLE 22

ETHICS

22.01. Grantee, its affiliates, agents, employees, officers, directors and anyone in privity with Grantee shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with the performance of services in connection with the Event and/or this Contract.

22.02 No officer, director, member or employee of Grantee shall participate in any decision relating to the Event which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

ARTICLE 23

NONDISCRIMINATION

23.01. Grantee agrees to abide by and use diligent efforts to require its affiliates, agents, employees and anyone in privity with Grantee to fully abide by all applicable laws and regulations regarding nondiscrimination on the basis of age, race, color, religious creed, ancestry, national origin, sex, sexual orientation or disability.

ARTICLE 24

CONFESSION OF JUDGMENT

GRANTEE HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST GRANTEE FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS CONTRACT, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1000), ADDED FOR ATTORNEYS' COLLECTION FEES. NOTWITHSTANDING THE ATTORNEY'S COMMISSION PROVIDED FOR IN THE PRECEDING SENTENCE (WHICH IS INCLUDED IN THE WARRANT FOR PURPOSES OF ESTABLISHING A SUM CERTAIN), THE AMOUNT OF ATTORNEYS' FEES THAT THE AUTHORITY MAY RECOVER FROM GRANTEE SHALL NOT EXCEED THE ACTUAL ATTORNEYS' FEES INCURRED BY THE AUTHORITY. TO THE EXTENT PERMITTED BY LAW, GRANTEE RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS CONTRACT, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF THE AUTHORITY OF THIS CONTRACT SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL OF THIS CONTRACT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST GRANTEE SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS THE AUTHORITY SHALL FIND IT NECESSARY AND DESIRABLE AND THIS CONTRACT SHALL BE A SUFFICIENT WARRANT THEREFOR. THE AUTHORITY HEREOF MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNT OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR THE SAME AMOUNT. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST GRANTEE HEREUNDER IS

STRICKEN OR OPENED UPON APPLICATION BY OR ON GRANTEE'S BEHALF FOR ANY REASON, THE AUTHORITY IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST GRANTEE FOR ANY PART OR ALL OF THE AMOUNTS OWING HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS OR DEFECTS IN SUCH PRIOR PROCEEDINGS.

ARTICLE 25

WAIVER OF TRIAL BY JURY

GRANTEE HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY COURT OR IN ANY ACTION OR PROCEEDING OF ANY TYPE IN WHICH GRANTEE OR ITS SUCCESSORS OR ASSIGNS IS A PARTY AS TO ALL MATTERS AND THINGS ARISING OUT OF OR RELATING TO THIS CONTRACT.

GRANTEE EXPRESSLY ACKNOWLEDGES THAT THIS IS A COMMERCIAL TRANSACTION, THAT THE FOREGOING PROVISIONS FOR CONFESSION OF JUDGMENT AND WAIVER OF JURY TRIAL HAVE BEEN READ, UNDERSTOOD AND VOLUNTARILY AGREED TO BY GRANTEE AND THAT BY AGREEING TO SUCH PROVISIONS GRANTEE IS WAIVING IMPORTANT LEGAL RIGHTS, INCLUDING ANY RIGHT TO NOTICE OR A HEARING WHICH MIGHT OTHERWISE BE REQUIRED BEFORE ENTRY OF JUDGMENT HEREUNDER OR THE EXECUTION OF SUCH JUDGMENT.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE AUTHORITY WHETHER FOR FAILURE ON ITS PART TO COMPLY WITH THE CONTRACT OR ANY OTHER CAUSE.

ARTICLE 26

APPENDICES

26.01. The following appendices are attached hereto, incorporated herein and made a part of this Contract.

- APPENDIX A: Event
- APPENDIX B: Special Conditions and Deliverables
- APPENDIX C: Final Report Form (and Attachment 1)
- APPENDIX D: Disbursement Request Form

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, by signing below, Grantee acknowledges that it has read this Contract in its entirety, understood the contents hereof and had an opportunity to consult counsel before signing below. The parties hereto have caused this Contract to be signed and attested by their proper officers/officials pursuant to due and legal action authorizing the same to be done, as of the Effective Date above, with the intent to be legally bound hereby.

ATTEST/WITNESS:

**SPORTS & EXHIBITION AUTHORITY OF
PITTSBURGH AND ALLEGHENY COUNTY**

By: _____

Name: _____

Title: _____

ATTEST/WITNESS:

[Grantee]

By: _____

Name: _____

Title: _____

APPENDIX A

Event

Event Narrative: [to include, among other things, the date(s) on which the Event will be held, with the final day of the Event being defined as the “**Event End Date**”; key milestones and permits required for the Event and status]

Event Budget:

Note, pursuant to this Contract:

The Grant is made to support the Event as detailed and described in the Contract. Grantee may not make any material change to the Event or the Event Budget without first obtaining the Authority’s written consent. (Section 1.04)

Costs incurred prior to the date of the Application are not eligible for reimbursement from Grant funds unless a waiver is received from the Authority. (Section 1.05)

Grant funds shall be disbursed on a reimbursement basis only, and after the Event has been held and the Final Report and the Disbursement Request have been submitted to and accepted by the Authority. (Section 4.02)

Revenues	Budgeted Revenues	
Registration		
Spectator Revenue		
SEF Grant		
Sponsorships		
Fundraising		
Other Grants		
Total Event Revenues	\$	
Expenses	Budgeted Expenses	SEF Funds*
Staffing		
Venue		
Equipment		
Marketing		
Consultants		
Total Event Expenses	\$	\$
Net Total =	\$	-

* Identifies the expenses to be funded by the SEF Grant funds.

The above chart is for format purposes only. Please add or modify line items as necessary.

APPENDIX B

Special Conditions and Deliverables

Insurance

[Below are minimum types and limits of insurance that will be required. The specific types and limits of insurance that will be required will be determined by the Authority, on a case-by-case basis, based on factors to include, but not be limited to, the type and size of event and activities that will be permitted at the event.]

[Required General Liability and Other Insurance Limits

Grantee shall maintain general liability insurance, related to the activities under this Contract, in an amount not less than [One Million Dollars (\$1,000,000.00)] per occurrence and [Two Million Dollars (\$2,000,000.00)] in the aggregate, including bodily injury, property damage, contractual, and personal and advertising injury liability coverage.

Grantee shall maintain automobile liability, including hired and non-owned coverage, in an amount not less than [One Million Dollars (\$1,000,000.00)].

Grantee shall maintain umbrella liability in an amount not less than [Five Million Dollars (\$5,000,000.00)]. This policy shall sit above the general liability, automobile, and workers' compensation policies and coverage should be at least as broad as that provided by the underlying policies.

Grantee shall maintain workers' compensation insurance in the statutory amount required by law in Pennsylvania. The workers' compensation policy shall also provide at least [Five Hundred Thousand Dollars (\$500,000.00)] in employer's liability coverage.]

Other Special Conditions

[Authority to include other Event/ Grantee specific conditions, which may include, but not be limited to, items such as the following:]

[Key milestones and dates]

[Match ratio, if any]

[Requirement for progress reports, if any]

Deliverables

The following items are to be delivered to Authority at time of execution of the Contract:

1. insurance certificates and relevant endorsements and declaration pages as required by Section 5.03 and described above
2. a copy of Grantee's IRS Form W-9

APPENDIX C

Final Report Form

SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY

SPORTS EVENT FUNDING (SEF) PROGRAM

FINAL REPORT

<p>For SEA Use Only</p> <p>Date Received:</p> <p>Reviewed By:</p> <p>Approved By:</p>

Grantee:

Event:

Date of Grant Agreement (Contract):

Contract No.:

Application Date:

Amount of Grant:

Name/Title of Person Reporting:

Phone:

Email Address:

Website Address:

VERIFICATION OF REPORTING OFFICER

I, whose full name is shown below, as the authorized official of the Grantee filing this Final Report, to the best of my knowledge and belief, hereby verify that the contents and information contained in it are true, correct and complete. I certify that there is no default under the Contract and that the representations and warranties set forth in Article 3 and otherwise in the Contract are reaffirmed and made again as of the date hereof. I certify that the Event Revenue and Expense Statement provided herewith fairly represents the matters presented therein. Further, after undertaking procedures to verify such, I certify compliance with the requirements of the SEF Guidelines and the Contract. [*Grantee to specifically note any exceptions*]

By: _____

Name: _____

Title: _____

Date: _____

For each item provide responses/information/comments, as applicable. Please provide the basis for information provided (i.e., ticket sales, etc.) and provide data to support the information.

1. Provide a detailed description of the Event, including but not limited to dates, schedule of activities, locations etc.
2. Provide the number of participants, event staff, and spectators/attendees. Please break down each category by
 - a. zip code, if available, or
 - b. estimated distance of travel as follows: (i) within or up to 50 miles outside of Allegheny County, (ii) 50 – 100 miles outside Allegheny County, (iii) more than 100 miles outside Allegheny County.
3. Provide the number of Allegheny County hotel room nights used, other local spending, state and local taxes generated.
4. Provide information and details of any other public benefit realized from the Event.
5. Provide details of the marketing and promotion of the Event. Provide copies/ content as applicable. If the Event itself was broadcast, please describe.
6. Provide information about state and local support for the Event. Describe what organizations or entities were involved and what support was provided.
7. Describe how recognition of the financial assistance provided by the Grant was included in signage, brochures, publicity, marketing materials, news articles and/or advertising referencing the Event.
8. Provide efforts made to make the Event accessible to individuals with disabilities. Identify the individual or organization that served as your disability coordinator. List any programming that occurred for which you provided accessibility accommodations, and the type of accommodation(s) (e.g., closed captioning, updated web site with accessible features, assistive listening, ramps or other accommodation related to physical mobility).
9. Provide information as to participation of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). Identify the MBEs / WBEs and identify services provided and contract amounts.
10. Provide information about the diversity of Grantee/ Event staffing and participants.
11. Provide environmental sustainability efforts made and the results (i.e., amount of refuse that was recycled).
12. Provide an Event Revenues and Expense Statement (budget and actual), in the form set forth on **Attachment 1**. Provide accompanying narrative as needed.
13. Provide a detailed breakdown of specific expenses to be reimbursed by the Grant funds, which breakdown will correspond with the Disbursement Request, including the corresponding invoice(s), cancelled checks and other supporting information attached to the Disbursement Request.
14. Grantee shall perform procedures to verify compliance with the requirements of the SEF Guidelines and the Contract, including but not limited to:

- a. Were there any material changes to the scope, size, duration, location, date or budget of the Event from what was detailed and described?
 - b. Were the expenditures to be reimbursed with the Grant funds incurred on or after the date of the Application?
 - c. [Were the required matching funds secured and used during the for the Event? If not, determine and report the amount of SEF Program assistance that was not matched.]
15. If the amount of the Grant is [*\$75,000 or more*], attach the program specific audit performed by an independent auditor, as set forth in Section 6.02 of the Contract.

Attachment 1

Event Revenue and Expense Statement

Event: _____

Contract No: _____

Revenues*	Budgeted Revenues	Actual Revenues
Registration		
Spectator Revenue		
SEF Grant		
Sponsorships		
Fundraising		
Other Grants		
Total Event Revenues	\$	\$
Expenses*	Budgeted Expenses	Actual Expenses
Staffing		
Venue		
Equipment		
Marketing		
Consultants		
Total Event Expenses	\$	\$
Net Total =	\$	\$

**The above chart is for format purposes only. Please add or modify line items as necessary.*

