



Request for Quote:

RFQ #21-011 Buildings and Grounds Temporary Labor

RFQ Released: August 7, 2020

Deadline for Quotes: September 18, 2020 by 2:00 p.m.

Houston Livestock Show and Rodeo, Inc. (“HLSR”) was organized for charitable, educational and scientific purposes to encourage and promote the breeding, raising and marketing of better livestock and farm products at public fairs and to promote and maintain research and educational functions within the livestock industry.

HLSR is the world’s largest livestock show and rodeo, the largest fair in North America and the site of 20 concerts from top-flight entertainers each year (the “Show”). A Section 501(c) (3) charity, this organization has committed more than \$500 million in youth and educational support to Texas students since it began in 1932. HLSR is backed by more than 34,000 volunteers serving on over 100 different committees.

GENERAL REQUIREMENTS FOR REQUEST FOR PROPOSAL

Read this entire document carefully and follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

General Requirements apply to all proposals. However, these may be superseded, entirely or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS or other data contained herein.

CONTRACT

A provider’s response to HLSR’s Request for Proposal does not constitute a binding contract between the parties until it is signed by both the selected provider and HLSR’s authorized representative. Once signed, however, the terms and conditions provided herein, and the selected provider’s proposal shall serve as a binding contract between the parties. In the event of a conflict between terms included in the proposal and terms contained herein, the terms of this document shall govern. Note: HLSR’s department managers and volunteers are not authorized to sign contracts on behalf of HLSR.

PROPOSAL EVALUATION

HLSR may require clarification or additional information with respect to a submitted proposal. When evaluating a proposal, HLSR considers the “total value” of the proposal. Total value considerations may include, but not be limited to, price, quality, product design, marketability and

durability, as well as the end user's recommendation or experience with the goods/service, the provider's present and past performance, financial stability and support of HLSR. Pricing is not the only consideration. All providers will be notified whether or not they are selected. HLSR will not share a provider's specific proposal with other providers.

PRICING

Proposed pricing for all goods/services must be very specific, all-inclusive and firm for the duration of the contract. All administrative fees, shipping, expedited delivery costs, labor, price escalators for multiple year contracts, etc. must be included in the proposal. All shipping, drayage and other charges are to be prepaid by the provider and included in the proposal prices. Moreover, all design work, product set-up, production, repair work, etc. must be done according to HLSR's schedule, which may include weekends, nights and early mornings, at no additional cost to HLSR. HLSR will pay only for goods/services stated on the Price Sheet unless otherwise agreed to in writing by both parties before the order is placed or work is started. No price changes, additions, or subsequent qualifications will be honored during the course of the contract.

TAXES

HLSR is an I.R.S. Code Section 501(c)(3) organization and claims exemption from all sales and/or use taxes pursuant to Texas Tax Code §151.310, as amended. A tax exemption certificate will be furnished upon written request.

INVOICES

Invoices must be itemized and consistent with the provider's proposed pricing.

TITLE TRANSFER

Title and risk of loss of goods shall not pass to HLSR until HLSR receives and takes possession of the goods at the point or points of delivery. Receiving times may vary so the provider needs to confirm exact delivery instructions with the department ordering goods/services.

PERMITS AND CODE REQUIREMENTS

The provider is responsible for submitting, paying for, maintaining, delivering and posting all applicable professional licenses, certifications or permits required by local, state and federal law.

PROVIDER'S EMPLOYEES

The provider's employees may have access to or interact with minors attending the event. The provider agrees to conduct individual searches using state issued photo identification for all current and potential employees/subcontractors and refuse to allow any person who is listed on any federal, state or local sex offender register or database to provide goods or perform services at an HLSR event.

PUBLICATION RIGHTS

The provider grants permission to HLSR to photograph, video, record, interview and/or promote the provider and its personnel in conjunction with HLSR activities. The selected provider also understands that any such photographs, videos, recordings, interviews and/or promotions may be used by HLSR in television, film, audio, video, visual, graphic, printed, and/or social media.

INTELLECTUAL PROPERTY

The provider acknowledges that the names, logos, copyrighted material and trademarks of HLSR are the sole and exclusive property of HLSR (the "HLSR Marks") and nothing herein shall provide the provider any right, title or interest in HLSR Marks. All HLSR Marks included in this Request

for Quote are for bidding purposes ONLY. They may not be used for any other purpose, now or in the future, without the express written consent of HLSR's Marketing and Public Relations Department, which may be withheld at its sole discretion.

PROVIDER ADVERTISING, MARKETING AND PROMOTION

The provider may not promote itself in conjunction with HLSR, use HLSR as a client reference or display HLSR goods in any advertising, marketing or promotional materials. Exceptions may apply to current licensed providers.

INDEMNIFICATION

The provider hereby RELEASES, ACQUITS AND FOREVER DISCHARGES HLSR, its subsidiaries and affiliates and its and their present and former directors, officers, employees, agents, volunteers, and representatives and the respective heirs, administrators, executors, successors and assigns (collectively, the "HLSR Parties" or individually, an "HLSR Party") from any and all claims, causes of action, suits, judgments, settlements, fees (including reasonable attorneys' fees), expenses and/or demands for personal injury, death and/or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of any negligent acts in connection with this Agreement and/or the provider's services performed hereunder, including, but not limited to, the NEGLIGENCE ACTIONS OF THE HLSR PARTIES, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS. Without limiting the foregoing, the provider agrees that the HLSR Parties shall not be liable to it, its employees, agents, contractors or heirs, administrators, executors, successors or assigns for Claims arising from or related to the Agreement and/or the provider's services performed hereunder.

THE PROVIDER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE HLSR PARTIES from any and all claims, causes of action, suits, judgments, settlements, fees (including reasonable attorneys' fees), expenses and/or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims"), including but not limited to Claims resulting from THE HLSR PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS; provided, however, that the duty of the provider to defend, indemnify and hold harmless the HLSR Parties shall extend only to Claims arising directly or indirectly from this Agreement and/or the provider's goods supplied and/or services performed hereunder. The indemnification shall not be limited in any way based on the amount of or type of damages, compensation or benefits payable by or for any claimant under Workers or Workmen's Compensation Acts, Disability Benefits or other applicable benefit acts, if any. The provider's obligations hereunder shall survive the termination of this Agreement. As used herein, "INDEMNIFY" means to agree to assume the HLSR Parties' liability as to any and all claims, causes of action, suits, judgments, settlements, fees (including reasonable attorneys' fees), expenses and/or demands made by, through or under the provider against the HLSR Parties related to the provider's services performed hereunder.

INSURANCE

Insurance requirements Exhibit "C" are attached as and incorporated herein for all purposes.

TERMINATION

If the provider defaults or fails to perform any of its obligations and such failure is not cured within fifteen (15) days after receiving written notice from HLSR, HLSR may terminate the contract

immediately upon written notice to the provider. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to HLSR's satisfaction and/or to meet all other obligations and requirements. In the event of insolvency, assignment for the benefit of creditors, bankruptcy proceedings by or against the provider, civil or criminal charges being made against the provider or the provider's management or any change in the management of the provider, HLSR may, at its option, immediately terminate the contract upon written notice to the provider. The provider agrees to give HLSR prompt written notice of the occurrence of any of the aforesaid events.

HLSR may terminate this contract immediately, without prior notice, if the provider fails to perform any of its obligations in this contract and the failure (a) creates a potential threat to health or safety or (b) violates a law, ordinance, or regulation designed to protect health or safety.

HLSR's right to terminate is in addition to and not in lieu of any other remedies which HLSR may have in law or equity.

HLSR may terminate multiple year contracts without cause upon written notice within forty-five (45) days following the conclusion of the Show in any year.

FORCE MAJEURE

HLSR shall not be liable to the provider for damages due to any delay or nonperformance of any of its obligations based on any act, regulation or suggestion of any governmental authority, civil tumult, strike, epidemic, pandemic, act of terrorism, interruption in or delay of transportation or utility services, extremely severe or dangerous weather conditions, war conditions or emergencies, acts of God or any other cause beyond its control and which, by reasonable diligence, it is unable to prevent.

FAMILY EVENT

The provider acknowledges that HLSR provides a family event and shall perform all services in a manner that is not offensive to any social or ethnic groups and that is suitable for a family audience.

ALCOHOL/DRUG CONSUMPTION

HLSR maintains a zero-tolerance policy which prohibits the provider and all its associated personnel from consuming or being under the influence of any alcohol or drug while providing goods or performing services at any HLSR event or function. The provider agrees to abide strictly by this policy, and HLSR shall have the right to immediately terminate the contract if the provider is in breach of it.

AUDIT RIGHTS

Upon request by HLSR, the provider shall provide agreements by and between the provider and any subcontractor, including all applicable insurance certificates.

ASSIGNMENT

The contract and all obligations assumed, and rights granted hereunder may not be assigned, sold or transferred by the provider by operation of law or otherwise without the prior written consent of HLSR, which may be withheld at its sole discretion.

GOVERNING LAW AND VENUE

If this Request for Proposal becomes a binding contract, the provider agrees that the contract is made, entered into and performable in Harris County, Texas and shall in all respects be interpreted, enforced and governed under the laws of the state of Texas, without regard to its rules of conflict of laws. The provider agrees that the proper venue for all disputes and claims that may arise out of or related to the contract shall be in Harris County, Texas and waives all claims that venue is proper in any location other than Harris County, Texas. If any part of this contract is determined to be invalid or unenforceable, it does not affect the validity of the remainder of the contract.

OPERATION OF GOLF CARTS, ALL-TERRAIN VEHICLES, UTILITY TASK VEHICLES

Contractors Safety training must be taken by any provider (and representatives) who will operate a golf cart, all-terrain vehicle, or utility task vehicle during the Show. The training course consists of an online multi-slide presentation followed by a quiz. After completing the training, the provider will receive an email stating whether the course was passed. If the provider (or a representative) fails, he/she must re-take the course until it is passed. All golf carts, all-terrain vehicles, or utility task vehicles supplied by HLSR will only be issued to those who have been certified through the online class. This is required for any golf cart, all-terrain vehicle, or utility task vehicle operating on HLSR property even those brought by a contractor/provider.

All golf carts, all-terrain vehicles, and utility task vehicles must be properly permitted by HLSR prior to them being used on any HLSR property. A licensed tag must be attached to all golf carts, all-terrain vehicles, and utility task vehicles. The provider must complete the HLSR Small Motor Agreement and have an approved certificate of insurance on file prior to any golf cart, all-terrain vehicle, or utility task vehicle being operated on any HLSR property.

INDEPENDENT CONTRACTOR

The provider is and shall remain an independent contractor in performing the services under this contract and shall determine the manner and means by which results are to be obtained. The provider shall maintain complete control of its workers and operations incident to the proper performance and completion of this contract, including that of its subcontractors, agents and affiliates. Neither the provider nor anyone employed or engaged by it shall be, represent, act, purport to act or be deemed to be an agent, representative, employee or servant of HLSR, nor shall the provider or anyone employed or engaged by it be treated as an employee of HLSR for any purpose, including tax and social security coverage and withholding or any benefit provided by HLSR. Nothing in this contract shall be deemed to create any form of partnership, principal-agent relationship, employer-employee relationship, or joint venture between the parties.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede GENERAL REQUIREMENTS where applicable.

SCOPE

This job will consist of the following tasks:

1. Cleaning of all livestock stalls
2. Cleaning of all exhibit areas

3. Assisting with set up in the following areas: livestock and horse stalls, Sales Pavilion Arena, and meeting rooms
4. All other tasks as requested by Rodeo staff.

The only special skill required will be moderate lifting.

The provider is responsible for the performance of its laborers and will be expected to provide the laborers in shifts so that **NO OVERTIME** is incurred. It is also expected that the provider will supply laborers with all necessary safety equipment for jobs (dust masks, weight belts, gloves, etc.). The provider will be responsible for ensuring that workers have a high state of physical and mental readiness. Laborers shall not be alcohol or drug impaired or remain on the job more than 12 consecutive hours.

HLSR will provide all equipment not mentioned above (brooms, trash carts, trash bags, etc.)

HLSR will provide personnel to work with the provider in the planning and administration of services. Effective communication between the provider and HLSR is imperative, and any provider providing more than ten (10) laborers will be required to have one (1) designated CREW LEADER for every ten (10) laborers on site at all times (if 40 laborers are provided 4 crew leaders will be required).

The provider will also be required to provide a designated SUPERVISOR for all times that laborers are present. The Supervisor will be the go between for HLSR personnel to direct laborers along with crew leaders to various locations and projects.

Laborers must understand, speak, and read English, or provider must provide bilingual supervision who will be present the entire time laborers are present on HLSR grounds.

REPORTING FOR WORK

The Provider will provide transportation to workers for coordinated arrival to the designated check-in location. All laborers **MUST** arrive on provider provided transportation; **no individual vehicles will be allowed.**

If a laborer arrives later than their scheduled start time or they cannot be located at the time of check-in they will not be allowed to work for HLSR on that day and will be returned to the Provider for reassignment. Laborer arrival time to HLSR grounds should be a **minimum of twenty (20) minutes prior** to shift start time.

Upon arrival at HLSR, all laborers are to remain at the designated check-in location until the check-in process is complete and all necessary badges and equipment have been issued. Laborers will be assigned to specific HLSR Shift Supervisors at this time.

UNIFORMS

The Provider is to provide all laborers with clean shirts, wearable hats, and/or smocks with the Provider's company name and/or logo easily visible. Laborers must also wear an easily identifiable identification badge showing their name and the Provider's name.

Laborers will also be required to wear a number badge and safety vest provided by HLSR that will identify the laborers assigned area.

TIME TICKETS AND MINIMUM/MAXIMUM HOURS

The Provider will be guaranteed at least four (4) hours for any laborers requested. If a laborer abandons a job assignment before completion within the first four hours period, no time will be paid to the Provider for that individual.

HLSR will make its best effort to structure the Service requirements so that the Provider can set-up laborers for eight-hour shifts, but no guarantees will be made. **All laborers' time tickets must be signed in and out by a Rodeo Supervisor for payment to be made to the Provider.**

The Provider will not be paid for time that laborers are given for meal breaks. For example: If laborers take a 30-minute meal break, the actual hours to be paid by HLSR will be calculated by subtracting the starting time from the ending time and then subtracting an additional 30 minutes.

JOB PLANNING AND SHIFT SIZE SETTINGS

The projected manpower needs for services are detailed in 'Attachment A' for estimation purposes and are subject to change without notice. Specific shift sizes will be set by 3:00 p.m. the day prior to shift start. A projected shift schedule is provided in 'Attachment B'

There will be a daily meeting between the Provider and HLSR management to discuss any issues that may arise and to plan for the next 48 hours.

DAILY REPORTING REQUIREMENTS

The Provider must provide copies of time tickets **DAILY** along with a summary of the previous day's hours. As stated above, each timecard must have the starting time and ending time approved by an authorized HLSR Supervisor.

All labor is to be billed at straight time only with **no overtime charges.**

PERFORMANCE REQUIREMENTS

The Provider is responsible for ensuring that services are performed to HLSR's specifications and satisfaction. If any service does not meet Rodeo standards, the provider will not be paid for the time that services were not being performed adequately.

Activities specifically prohibited include, but are not limited to the following:

1. Working in unauthorized areas
2. Working for unauthorized people while in uniform (i.e. cleaning commercial exhibits, or cleaning livestock stalls occupied by an exhibitor)
3. Laborers out of uniform while on the clock
4. Any laborer under the influence of drugs or alcohol
5. Laborers acting offensively while in view of the public, exhibitors, or HLSR staff or volunteers.

CONTRACTING PROCESS

A separate "Services Provider Agreement" will be sent to the selected Provider.

PROPOSAL STRUCTURE

Quotes must be presented as a flat hourly rate. Any additional rates for crew leaders and Supervisors must be clearly identified, if rates for crew leaders vary depending on level please specify.

If price breaks are available, please specify.

List all equipment you are prepared to supply.

PAYMENT

Original invoices must be submitted in order to receive payment. Invoices should clearly itemize charges and match the daily signed time tickets.

Only those charges listed below on the price sheet, submitted at the time of bidding, will be accepted.

Invoices must be addressed to the Houston Livestock Show and Rodeo and include an applicable purchase order number.

All invoices must be submitted to HLSR **no later than April 10, 2021**.

MANDATORY PRE-SHOW MEETING

HLSR requires providers and their supervisory personnel to attend a walk-through prior to the HLSR event to familiarize themselves with our facilities. This walkthrough is tentatively scheduled for **1:00 p.m. on Saturday, February 20, 2021** (subject to change). This meeting will take approximately two hours.

TIMELINE

The provider(s) will be selected no later than December 18, 2020.

NOTES

HLSR reserves the right to award this job entirely, partially, by area, or none-at-all in the best interest of HLSR.

The quantities, dates, and times listed are subject to change without notification.

Exact manpower need per shift may vary day to day depending on HLSR's needs.

For information regarding the bid process or for additional technical information regarding this Request for Quote please contact Brett Haney, Manager of Facility Services at (832) 667-1106.

SUBMITTAL REQUIREMENTS

RETURN THIS PAGE WITH YOUR QUOTE

**Houston Livestock Show and Rodeo™
Attn: John Dickey
NRG Center, 3 NRG Park
Houston, Texas 77054**

dickey@rodeohouston.com

**Your signature attests to your offer
to provide the goods and/or services described in this quote.**

OFFERED BY:

<hr/>	
Signature	Date
<hr/>	
Printed Name	Title
<hr/>	
Company Name	Email

ACCEPTED BY: Houston Livestock Show and Rodeo, Inc.

<hr/>	
Signature	Date
<hr/>	
Printed Name	Title

PRICE SHEET

*****Please indicate whether or not PPE is included in your pricing*****

Item	Personnel Needed	Rate Per Hour
# 1	Worker Hourly Rate	\$
# 2	Crew Leader Hourly Rate	\$
# 3	Supervisor Hourly Rate	\$
# 4	Other	\$

EXHIBIT "A"

JOB DESCRIPTIONS

- World's Championship Bar-b-que ("BBQ") Area
 - Dates: February 25 – 27, 2021 (subject to change)
 - Duties to include, but are not limited to:
 - Continuously pulling trash
 - Replacing liners
 - Sweeping as needed (to be determined by HLSR)
- NRG Center
 - Dates: March 2 – 21, 2021 (subject to change)
 - Duties to include, but are not limited to:
 - Continuously pulling trash
 - Replacing liners
 - Sweeping as needed (to be determined by HLSR)
 - Livestock Areas, Cattle Arenas, Exhibit Areas
 - Main aisles are to be kept swept and mopped with a special emphasis on cleaning up after animals have moved between stalls and show arenas or loading areas.
 - Clean up after any animals as they move through exhibit areas to the cattle arena.
 - Stalls must be cleaned as necessary during changeovers.
 - May include clearing manure, removal of bedding, spreading of new bedding.
 - All trash, manure, etc. is to be placed in the hoppers at the end of the aisles.
 - Outside areas and wash stalls are also to be cleaned.
 - Unless specifically request by authorized rodeo staff there is to be no cleaning of the aisles running between the exhibitors except when stall changeovers are taking place.
 - Additional cleaning may include, but not be limited to:
 - Regular picking up of all three arena stands
 - Complete picking up, sweeping, and mopping every night. This will include underneath the stands.
 - Cleaning of exhibit areas consists of, but is not limited to:
 - Pulling trash
 - Sweeping
 - Mopping
 - Dock and Rodeo Plaza
 - Dock is to be kept picked up during the day with trash removed as necessary to specified areas.
 - Cleanup after livestock is likely to be required as the dock is a livestock loading and unloading area.
 - Removal of trash from containers and the replacement of liners as necessary in the Plaza seating area. Exhibitors will be responsible for the disposal of trash and cleaning of tables in the area.
 - Area includes the street in front of NRG Center, Circle Drive, and commercial exhibits/carnival, and the Main Plaza entrance area.

Commercial exhibit areas and the carnival area are not to be cleaned by the Provider. Each night these areas will be cleaned with a concrete scrubbing machine.

- NRG Arena
 - Dates: February 25 – March 21, 2021 (subject to change)
 - Duties to include, but are not limited to:
 - Exhibit areas, horse arena, horse barn, pavilion, Sales Pavilion, South Annex Commercial Exhibit Area, and Exhibit Area surround the Arena proper, Arena stands, warm-up arena stands, arena lobby, arena Horse Show office, Horse Show barn.
 - All areas are to be picked up with trash removed to dock areas and trash liners replaced on a continuous basis.
 - This includes all change-outs, setups, and cleanups of the Sales Pavilion.
 - During Auctions the Sales Pavilion aisles will need to be continuously picked.
 - Manure on runways and the sales platform will need to be cleaned during sales.
 - Chairs will need to be set-up or taken down depending on the sale.
 - All seats are to be detailed each night with mopping of aisle ways and floor to be done nightly and more frequently if needed.
 - Floor to be vacuumed completely each night and spot-cleaned during the day.
 - Sales platform will be changed from sand to artificial turf when required.
 - Stairs, elevators, and landings between floors will need to be kept picked during the day and swept and mopped each night.
 - Horse barn requires cleaning out of stalls during changeover and sweeping/cleaning of main aisles daily.
 - Cleaning may also include transporting stall reuse to dumpsters via forklift.
- Off Premises Cleaning
 - Dates: March 2 – 21, 2021 (Subject to change)
 - There will be some cleaning done away from the NRG Park complex. Provider's personnel will be transported and supervised by Rodeo management. The services at off premise locations will be similar to the services previously described.

EXHIBIT "B"

SHIFT SCHEDULES

FIRST SHIFT

Work Hours: 7:00 a.m. – 4:30 p.m.
Laborers Needed: 22 – 46+
Work Time: 9 hours

SECOND SHIFT

Work Hours: 4:00 p.m. – 2:30 a.m.
Laborers Needed: 23 – 48+
Work Time: 9 hours Plus

EXHIBIT "C"

INSURANCE REQUIREMENTS

Commercial General Liability

Each Occurrence	\$1 million
Products/Completed Operations Aggregate	\$1 million
General Aggregate/all other Claims	\$2 million

Policy shall be endorsed:

- Additional insured endorsement with respect to Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. (hereafter, collectively, "HLSR") equivalent to CG2037 & CG2010
- Waiver of subrogation in favor of HLSR
- Endorsed to provide policy is primary and non-contributory to policies carried by HLSR

Coverage shall include:

- Personal injury and advertising injury
- Broad form property damage coverage
- Products Completed Operations
- Medical Payments
- Fire Legal Liability

These limits may be provided by a combination of the CGL policy and umbrella/excess insurance.

Automobile Liability

Combined Single Limit	\$1 million
-----------------------	-------------

Policy shall be endorsed:

- Additional insured endorsement with respect to Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. (hereafter, collectively, "HLSR")
- Waiver of subrogation in favor of HLSR
- Endorsed to provide policy is primary and non-contributory to policies carried by HLSR

Coverage shall include:

- Bodily injury, death and property
- All owned, non-owned and hired vehicles

Workers Compensation/Employers Liability

Workers Compensation	Statutory
Employers Liability (each accident)	\$1 million
Disease – policy limit	\$1 million
Disease – each employee	\$1 million

- Employers Liability policy - Waiver of subrogation in favor of Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. (hereafter, collectively, "HLSR")
- Workers Compensation policy - Alternate Employer endorsement in favor of HLSR

These limits may be provided by a combination of the EL policy and umbrella/excess insurance.

Umbrella/Excess

Each Occurrence	\$5 million
General Aggregate/all other claims	\$5 million

Policy shall provide coverage in excess of underlying policies listed above.

Policy shall be endorsed:

- Additional insured endorsement with respect to Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, and Corral Club, Inc. (hereafter, collectively, "HLSR")
- Waiver of subrogation in favor of HLSR
- Endorsed to provide policy is primary and non-contributory to policies carried by HLSR

Policies shall be issued by insurers that are reasonably acceptable to HLSR with a minimum financial strength of A-VI by the A.M. Best Key Rating Guide. Each required policy shall provide that such policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless HLSR shall have received written notice of such event not less than thirty (30) days prior to the effective date thereof, provided that the notice period in the event of non-payment of premium shall be ten (10) days.