



Request for Proposal:

RFP# 25-001 Tent Rentals & Related Services

RFP Released: June 12, 2024

Deadline for Proposals: August 1, 2024 by 2:00 PM

The Houston Livestock Show and Rodeo promotes agriculture by hosting an annual, family-friendly experience that educates and entertains the public, supports Texas youth, showcases Western heritage, and provides year-round educational support within the community. Since its beginning in 1932, the Rodeo has committed more than \$600 million to the youth of Texas and education. The 2025 Rodeo is scheduled for March 4 – 23. The 2025 World's Championship Bar-B-Que Contest, presented by Cotton Holdings, is scheduled for Feb. 27 – March 1. For more information, visit rodeohouston.com and follow @RODEOHOUSTON online via Facebook, X (Twitter), Instagram and YouTube for all the latest news.

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 However, these may be superseded, entirely or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS or other data contained herein.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.

Vendor shall indicate any exclusion, clarifications, or modifications to the work scope outlined herein with the submittal of their Bid.

In addition, any exclusions, clarifications, or modifications to the work scope and/or pricing must be presented to and accepted by Show prior to the execution of a formal 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. Invoices are due within 30 days after the end of each Show.

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 HLSR event.

PUBLICATION RIGHTS

The provider grants permission to HLSR to photograph, video, record, interview or promote the provider and its personnel in conjunction with HLSR activities. The selected provider also understands that any such photographs, videos, recordings, interviews, 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 Provider's 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 are attached as Exhibit "A" 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 for any delay or failure to perform its operations, activities, contracts, shows and/or events to the extent such delay or failure results from a force majeure occurrence. A force majeure occurrence is defined as any occurrence which makes performance by HLSR illegal, impossible, inadvisable or commercially impracticable, including but not limited to any (i) breakage or accident to equipment, machinery or facilities; (ii) any strike, lock-out or other labor difficulties; (iii) statute, ordinance, regulation, order, directive or rule issued by governmental authorities, including, but not limited to those concerning public health and safety, animal disease prevention, detection and response and/or protection of the environment; (iv) judicial decree or order; (v) pandemic, epidemic, quarantine, recognized health threat as determined by the World Health Organization, the Centers for Disease Control and Prevention or state or local government authority or health agencies (including, but not limited to the health threats of COVID-19, H1N1 or other infectious diseases); (vi) animal disease and/or quarantine; (vii) war, riot or insurrection; (viii) civil disobedience, public demonstration or sabotage; (ix) act of God, fire, flood, national disaster, explosion or inclement weather; (x) inability to obtain necessary labor, materials, supplies, utilities or transportation; (xi) depression, recessions or other economic downturns; (xii) embargoes or energy shortages; or (xiii) any other cause beyond HLSR's reasonable control.

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

The Show would like to make this a three (3) year agreement, with a two additional one (1) year renewal options for 2028 and 2029. Any extension would require approval by both parties by September 30th of each year. This agreement is non-exclusive, and the Show will award proposal related items at its discretion.

Vendor shall provide a whole and complete installation plan for all required commodities, equipment and materials including, but not limited to: transportation, deliver, permitting, installation, servicing, maintenance, removal and restoration.

Must have available call out crews 24/7 for emergency repairs or weather-related events. Tent installation, all structures and tents will be anchored by concrete anchor bolts, stakes or water barrels. At tear down all holes to be filled and anchors to be level with parking surface. All tents must be removed within 5 days of the Show ending.

For information regarding the bid process, or, for technical information concerning this RFP, contact John Dickey, Director of Procurement at (832) 667-1122 or dickey@rodeohouston.com.

CHANGES

Show will be responsible for providing equipment/tent requirements 60 days prior to event set up and will confirm all requirements 30 days from set up. Changes in size, attributes, or quantities may occur as designs are finalized. Show shall provide design documents to the selected vendor. However, because of the complexity of the project, changes may occur up until Showtime. Vendor shall note any critical dates or milestones in advance when changes may trigger difficulties in providing stock. A schedule for installing tents will be set 30 days from Show set up date.

CODES

Vendor shall comply with all applicable federal, state, and local codes, regulations and laws. In addition, vendor shall be responsible for working within the parameters of any local ordinances or site-specific laws or codes. Permit and fees that may be required by the City, County or State will be the responsibility of the vendor other than obtaining the City of Houston Fire Marshal Temporary Structure and Occupancy permits; these permits will be obtained by Show.

CONDITION OF EQUIPMENT AND COMMODITIES

All equipment shall be either new or like new in quality and appearance. All equipment delivered to the site is the responsibility of vendor and shall be free of damage or noticeable repairs. Any shortages, breakage, or damage of equipment owned by vendor shall be the sole responsibility

of the vendor. Any equipment that is unacceptable, based on the sole discretion of the Show, shall be replaced by the vendor entirely at the vendor's expense.

Show approval is required on all equipment and/or commodities, based on the submittals. Any substitutions after approval must be approved by Show.

CONFLICT OF INTEREST

Vendor represents warrants and agrees that no member, officer or employee has any interest whatsoever with Show that would cause direct or indirect benefit to that person or persons in any way from this contract.

VENDOR'S PROJECT TEAM

Vendor's project team is considered key staff. If at any time after the award of the contract the project team changes, the vendor shall submit proposed changes. All project team changes shall be approved by Show. Show will request employee information as soon as the Contract is awarded in order to comply with Show requirements. All on site employees for vendor are required to submit to a background check and pass the Show security screen process.

DAMAGES

Vendor is solely responsible for repairing or providing payment to repair all damages to the site/facility caused by vendor at the discretion of Show.

DISPUTE RESOLUTION

Vendor and SHOW shall use good faith efforts to agree upon any matter that requires their mutual consent through negotiation by the principals of the vendor and Show.

EQUIPMENT

Show can make available, forklifts, scissor lifts, cranes, and man lifts for the installation and take down of tents, if this is provided by Show a pricing consideration should be applied to the bid pricing. If the vendor will supply their own equipment that should be noted in the bid pricing and the equipment will be subject to Show approval and inspection. Vendors using Show equipment should be forklift certified and certified heavy equipment operators and certificates need to be presented at time of signing out equipment. Show can train vendor's employees prior to the Show in our scheduled training classes at no charge to the vendor.

EVENT DATES AND WORKING HOURS

The 2025 show will run March 4 – 23. It is anticipated that Showtime working hours shall be from 8:00 AM to 12:00 AM or as otherwise directed. Vendor Showtime staff will be sufficient as to properly respond to any required maintenance to vendor equipment and commodities.

Installation period will begin approximately February 15, 2025. Removal period will begin March 24, 2025 and ends approximately March 28, 2025. Vendor working hours shall comply with all City and local ordinances/regulations and be coordinated with Show. The vendor shall assume that normal working hours are from 7:00 AM to 7:00 PM although vendor may work outside these hours if approved by Show and local authorities. HLSR will incur no additional costs if provider requests and receives permission to install equipment prior to installation period.

FAILURE TO PERFORM

If either party to the proposed contract fails to perform its obligations in some manner that causes financial hardship to the other party, the injured party will be compensated in an amount equal to its documented costs plus potential damages for failure to perform.

SHOW SECURITY PROCEDURES AND EVENT ACCREDITATION

Vendor, selected vendor's forces, employees, crews, and sub-contractors agree to submit to all Show security procedures and processes. Vendor will be required to provide a list of all workers at a time specified by Show, including but not limited to, name, social security number, current address and photo identification (Driver's License) for a security check and appropriate credential. Show Security may reject any worker based on the background security check. The security process will also include Showtime vehicle screening procedures and periodic checks once the selected vendor arrives on site. If you do not have a staff member credentialed, they will not be allowed on site once credentials go into effect.

INDUSTRY STANDARDS

All work shall be performed in accordance with accepted industry standards at the discretion of Show.

LICENSES

Vendor shall be properly licensed to perform work at this site in Houston, Texas (Harris County). All fire inspection certificates must be provided for all tents prior to any tent being installed.

OWNERSHIP

If vendor is not the owner of 100% of the equipment rented to the Show, then the vendor must supply the names, addresses, and telephone numbers of the owning parties, along with a list of the equipment they will be supplying.

PARKING

Vendor shall park all employees and work vehicles as directed by Show. Parking will be provided at or near the Show site. An alternate shuttle system will be provided to and from a satellite parking location.

PAYMENT DISCOUNT

Indicate the payment discount(s) available depending on when invoices are paid.

PRE-EVENT MEETING

Vendor shall attend a Pre-Event meeting either by teleconference or in person with Show and other parties prior to beginning any work on the Show sites. The meeting date and time will be determined at a mutually agreed time between the vendor and Show.

PRICES

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten.

Pricing on all transportation, freight, drayage and other charges are to be prepaid by the vendor and included in the bid prices. If there are any additional charges of any kind, other than those

mentioned above, specified or unspecified, vendor MUST indicate the items required and associated attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

Any additional labor charges incurred due to an HLSR-requested accelerated take down schedule will be billed at mutually agreed upon rates.

Vendor shall indicate any exclusion, clarifications, or modifications to the work scope outlined herein with the submittal of their Bid.

In addition, any exclusions, clarifications or modifications to the work scope and/or pricing must be presented to and accepted by Show prior to the execution of a formal contract.

QUALITY OF PRODUCTS AND SERVICES

Vendor shall submit cut-sheets and photos of goods and products proposed. The photos shall be 8-1/2 x 11 minimum sizes in order to adequately represent the materials proposed to be installed. This includes tent building sidewall and top, metal frame structure, doors, floor system, ramps, etc. The photos and cut sheets shall be used as a guide to accept or reject any materials installed on project site.

Vendor shall provide a minimum of three references of events of similar size and scope or three current events or customers currently doing business with.

RIGHT TO CURE

The parties understand that in the event of a material breach by the vendor Show could potentially suffer significant and irreparable damages financially, in public relations and to the reputation that could not be offset by monetary liquidated damages. Upon recognition of any pending non-performance by vendor, Show shall immediately notify vendor of the potential breach. Vendor shall immediately, within 24 hours or less, provide Show with a plan to cure and proof of their ability to do so, and shall thereafter use their best efforts to do so. Show shall use good faith efforts in their review of the plan and shall meet directly with vendor to resolve any outstanding issues. Thereafter, if Show, in its sole discretion, determines that vendor will be unable to meet its obligations in a timely and reasonable manner, Show has the right to issue a Stop Work notice and assume the responsibilities of the agreement on an immediate basis. Vendor will not be entitled to any further payments or compensation. Payment shall be made only on accepted work completed up to the time of breach or other vendor's works. Any deposits paid the vendor will be refunded to Show.

SITE WALKTHROUGH REGULATIONS

Vendors, who would like to conduct their own site walkthrough prior to submitting their bid, must coordinate their visit through Show. For site access, contact Alex Briano at: briano@rodeohouston.com.

TAXES

Payment of all applicable taxes, fees, or other similar costs is the responsibility of the selected vendor.

SITE ACCESS AND STAGING

Vendor shall access the site and conduct all staging as directed by Show. A staging area will be provided at or near the site for use by the vendor. The provision and cost of a site office (if requested) shall be the responsibility of the vendor.

TEMPORARY UTILITIES

Vendor shall provide all required utilities necessary to complete the specified work. Vendor may utilize any temporary construction power that is available and within reasonable proximity to the work sites as long as it is approved in advance by Show.

SITE SECURITY

Security for the general site areas shall be provided by the Show. Vendor shall notify Show of any specific security needs or requirements, over and above, that which the Show provides. Any additional security costs shall be paid by vendor. Each respondent should specify in its proposal any additional security it will require for its personnel or material and equipment.

WITHHOLDING OF PAYMENTS

Show may, at its sole discretion, withhold payment for work that is not in accordance with the plans or terms and conditions – in an amount that is in proportion to the non-compliant work.

TIMELINE

1. Request for Proposal to be completed and returned no later than **August 1**
2. Vendors will be selected no later than **September 15**

Vendors may direct questions to John Dickey, (832) 667-1122 or dickey@rodeohouston.com

PRICING

Please provide rental pricing for complete catalog offerings.

LOCATIONS, QUANTITY, SIZE REQUIRED

Information will be available upon request after provider selection. See example Show layout in Exhibit B.

SUBMITTAL REQUIREMENTS

**RETURN THIS PAGE ALONG WITH PRICING PROPOSAL
HARD COPY OR EMAIL ONLY**

**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 PROPOSAL.
ONCE SIGNED BY BOTH PARTIES, THIS DOCUMENT IS CONSIDERED YOUR PURCHASE
ORDER AND A BINDING CONTRACT.**

OFFERED BY:

_____ Signature	_____ Title
_____ Printed Name	
_____ Phone	_____ Email
_____ Company Name	_____ Date

ACCEPTED BY:

_____ Signature	_____ Title
_____ Printed Name	
_____ Phone	_____ Email
_____ Company Name	_____ Date

EXHIBIT "A"

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
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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.

EXHIBIT "B"

EXAMPLE SHOW LAYOUT

