

LICENSE AGREEMENT # 2022-0106
NRG PARK

This Agreement is entered into as of the date of execution by all parties by and between SMG, a Pennsylvania General Partnership and subsidiary of ASM Global ("SMG" or "Licensor") and **Harris County Elections Administrator's Office** ("Licensee") as it relates to the lease of Hall D, Hall D Show Office and Maroon Lot 14 located at One NRG Park, Houston, Texas 77054, for the sole purpose of conducting Harris County Ballot Operations as specified on Exhibit A.

EVENT. Licensee represents and warrants that its event is not open to the public, except to those persons as authorized by the Texas Election Code, and that neither admission tickets nor merchandise will be sold. Licensee acknowledges that there may be other events and shows taking place at NRG Park during the term of this Agreement.

LIMITATION OF APPROPRIATION Licensor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Licensor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the Licensee shall become liable to pay to Licensor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Two Hundred Twelve Thousand Fifty-Six Dollars and 46/100 (\$212,056.46). Notwithstanding anything to the contrary, or that may be construed to the contrary, the Licensee's liability under the terms and provisions of this Agreement is limited to this sum.

COMPENSATION. As consideration for the lease of Hall D, Hall D Show Office and Maroon Lot 14, subject to the Limitation of Appropriation, Licensee agrees to pay Licensor the fees as specified on Exhibit B, attached hereto. Payment of the fees shall be made by certified check payable to NRG Park. If Licensee authorizes additional expenditures in excess of the sum appropriated, then the Licensee will be responsible for such expenditures. In addition, Licensee shall reimburse Licensor according to the attached schedule of rates for estimated expenses associated with the event as forth on Exhibit B.

REIMBURSABLE SERVICE EXPENSES. SMG shall provide, as required for each Event, the following services (collectively, the "Services"), the expenditures for which are reimbursable by Licensee to SMG ("Reimbursable Service Expenses"): video production, ticket takers, box office services, ticket seller labor, all credit card fees, ushers, supervisors, and receptionists; medical services for Event attendees, which services shall include ambulances, doctors, nurses, operations, supervisors, and paramedics; food and beverage services; security personnel; utilities, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services; electricians and mechanical plant staff; custodial services; and special facilities, equipment and materials, or extra services furnished by SMG at the request of Licensee which are set forth on Exhibit B. In the event Licensee is a tax exempt entity, Licensee acknowledges and understands that any tax charged SMG by SMG's subcontractors is an expense to SMG and shall be reimbursed to SMG by Licensee as SMG is not a tax exempt entity.

EVENT RULES. Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for facility users, including fire, safety and health rules, as may be imposed from time to time by Licensor and/or local authorities.

FLOOR PLANS. Upon request, Licensee shall provide to SMG a full and complete floor plan for the Event (the "Floor Plan"). Licensee hereby authorizes SMG to submit the Floor Plan to the City of Houston Fire Marshal (the "Fire Marshal") for review and approval. SMG may request Licensee make changes, deletions, and/or additions to the Floor Plan, including, without limitation, based upon the Fire Marshal's review and input. Failure by Licensee to make any such reasonable changes, deletions, and/or additions within seven (7) days after receipt of written notice thereof shall constitute breach of this Agreement by Licensee. Licensee shall also provide to SMG, for SMG's review (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

FOOD AND BEVERAGE. Licensee agrees to use Aramark, Licensor's exclusive concessionaire, for all food and beverage requirements associated with Licensee's event as it pertains to this Agreement.

PARKING FEE. Waived.

UTILITIES. Licensor agrees to supply to Licensee and bear the expenses of the ordinary lighting, heating, air conditioning, plumbing and such other utilities as are ordinary to the occupancy of the Licensed Premises. However, Licensee agrees that all utility installations required to conduct the event, including but not limited to the installation of temporary water lines, electricity or lighting shall be made exclusively by Licensor and paid for by Licensee at Licensor's scheduled prices.

DAMAGES. At the termination of this Agreement, Licensee shall surrender the Licensed Premises to Licensor in the same condition as it was prior to Licensee's use. Licensee shall not make any alterations to the Licensed Premises without the prior written consent of Licensor. **Specifically, Licensee shall not under any circumstances drill holes into the parking lot surface.** Licensee shall be responsible for the actual cost of repairing any damage to the Licensed Premises that occurs as a result of Licensee's use and/or occupation, as well as any costs associated with returning the Licensed Premises to its condition prior to Licensee's use.

INDEMNIFICATION. Not applicable.

INSURANCE. Not applicable.

SAMPLING, ADVERTISING & EXCLUSIVE SPONSORS. Licensee and its invitees shall not engage in the sale and/or distribution of promotional materials, products or advertising materials at NRG Park without the consent of SMG.

Licensee and its invitees shall not advertise or exhibit signs or advertisements inside or outside NRG Park except upon written permission of SMG. Licensee acknowledges and understands that SMG's sponsors, subcontractors and licensees advertise at NRG Park using various methods including but not limited to signage, kiosks, displays and interactive methods and that such activities are not a breach of this Agreement.

Licensee's advertising and sponsors shall not conflict with current or future exclusive sponsors at NRG Park. Licensee will honor and will cause Licensee's exhibitors, subcontractors and employees to honor NRG Park's exclusive sponsors' rights. Licensee hereby acknowledges that the current exclusive sponsors are:

Sponsor

NRG (Naming Rights Partner)
Reliant Energy
Coca Cola Company
Waste Management, Inc.
Verizon Wireless
Ford†

Exclusive

Energy
Energy
Non-Alcoholic beverages
Waste Services
Wireless Service
Automotive

† Ford is exclusive to NRG Stadium, not NRG Park.

DELIVERY OF LICENSEE'S PROPERTY. SMG will not accept delivery of property addressed to Licensee and assumes no responsibility whatsoever for any property placed in the Facility. Notwithstanding the foregoing, should Licensee's property be delivered to or placed in the Facility, **LICENSEE WILL, TO THE MAXIMUM EXTENT ALLOWED BY LAW RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SMG, HCSCC AND HARRIS COUNTY FOR ANY LOSS OR DAMAGE TO SUCH PROPERTY IN THE RECEIPT, HANDLING, CARE, AND CUSTODY OF SUCH PROPERTY AT ANY TIME.**

COMPLIANCE WITH LAWS. Licensee shall comply with all Laws which arise in respect of the Facility and the use and occupation thereof, including, without limitation, (i) health and safety Laws related to the coronavirus disease 2019 ("COVID-19") and/or mutations thereof, or similar pandemics, epidemics or public health concerns, and (ii) intellectual property Laws applicable to the use of musical works and other matters protected by intellectual property rights of others ("Intellectual Property Laws"). The fee paid by Licensee does not include copyright, royalty or intellectual property fees payable to third parties. Licensee specifically agrees and assumes full responsibility for reporting and remittance of such fees to appropriate licensing agencies, including, without limitation, ASCAP, BMI and SESAC.

FORCE MAJEURE. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

DRONES AND HOVERBOARDS. Licensee shall not operate or permit the operation of drones, unmanned aircraft, remotely operated aircraft or unmanned aerial vehicles (individually and collectively, "UAVs") at the Facility. Any use of UAVs at the Facility may result in immediate ejection from the Facility and confiscation of the UAV. Furthermore, Licensee shall not operate or permit the operation of hoverboards or other similar devices at the Facility.

MISCELLANEOUS. Licensee shall not assign or otherwise transfer any interest in this Agreement. This Agreement constitutes the entire agreement of Licensor and Licensee with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by Licensor and Licensee. Failure to enforce any term of this Agreement will not waive future enforcement of such terms. This Agreement shall be governed under the laws of the State of Texas, without regard to principles of conflicts

of law. Jurisdiction and venue for any dispute arising out of this Agreement shall be exclusively in the state courts serving Harris County, Texas.

EXECUTED as of the date first set forth above.

SMG



Jeff Gaines (Aug 30, 2022 16:27 CDT)

Name: Jeffrey C. Gaines

Title: Assistant General Manager

Harris County Elections Administrator



Name: Clifford D. Tatum

Title: Harris County Elections Administrator

Approved as to Form:
Christian D. Menefee
County Attorney

By: Sarah Hodges for:
Neeharika Tumati
Assistant County Attorney
CAO File No. 22GEN3329

NRG PARK EXHIBIT A

Harris County Elections Administrator
Harris County Ballot Operations
Event ID: 59711

* * * * *

Lauren Smith
1001 Preston
Houston, TX 77002
Office: 713.755.6965
Cell: 713.366.2565
E-mail: lauren.smith@vote.hctx.net
* * * * *

DATE(S)

Thursday, September 1, 2022
through
Friday, November 18, 2022
(Move-in begins at 7:00 a.m. and Move-out by 11:59 p.m.)

NRG Arena: Hall D, Hall D Show Office, Maroon Lot 14

Move-In: September 1–6, 2022

Move-in days INCLUDED

Event Days: September 7– November 18, 2022

License Fee per event day WAIVED

Move-Out: November 18, 2022

Move-out day INCLUDED

NRG Park Blue Lot 20&24

Event Days: November 4-9, 2022

License Fee per event day WAIVED

Total License Fee: Waived
Estimated Event Expenses: \$ 212,056.46
Total = \$ 212,056.46

Estimated Expenses: This may change due to increase in labor or equipment rental rates.

Based upon the size, shape and scope of your event you may be required to have certain levels of event staffing and/or additional equipment (the “Services”). Your assigned Event Manager will work with you to determine the level of Services required for your event. Attached is the “Current Schedule of Rates” detailing the charges for NRG Park staffing and equipment. SMG shall deliver to Licensee an expense report estimate (“Reimbursable Estimate”), setting forth SMG’s estimate of expenses which SMG will incur in connection with the services. Licensee shall pay to SMG the total estimated expenses for the Services reflected in the Reimbursable Estimate by the earlier of (i) the day before your move-in or (ii) within five (5) days of Licensee’s receipt of such Reimbursable Estimate. On or about fifteen (15) days after the conclusion of an Event, SMG shall deliver to Licensee an expense report setting forth the expenses actually

NRG PARK EXHIBIT A

incurred by SMG for the Services (“Actual Expense Report”). The Actual Expense Report is as much a part of this Agreement as if it were attached hereto. In the event the amount reflected in the Actual Expense Report exceeds the amount reflected in the Expense Report Estimate, Licensee shall promptly pay to SMG the amount of the excess. In the event the amount reflected in the Actual Expense Report is less than the amount reflected in the Expense Report Estimate, SMG will promptly pay to Licensee, the amount of excess. Notwithstanding anything to the contrary set forth in this Agreement, SMG’s failure to deliver either the Expense Report Estimate or the Actual Expense Report shall not excuse Licensee’s obligation to pay any amounts due hereunder.

BILLABLE ITEM	PRE-EVENT ESTIMATE
EVENT LABOR	
Parking Labor	\$ 10,755.15
Freeman: Electric	\$ 69,942.00
ARAMARK: Housekeeping	\$ 22,241.07
Smart City: Networking	\$ 105,437.74
Conroe Golf Carts	\$ 3,680.50
Total Estimated Expenses	\$ 212,056.46

Utilities:

General house lighting on all contracted days is included in License Fee. HVAC services in all contracted areas on event days are included in License Fee. If requested, HVAC services can be provided on all move-in/ move-out dates for an additional fee.

Exclusive Services:

All NRG Park customers will be required to utilize the following exclusive services at NRG Park:

Aramark Corporation..... for Concessions
Connoisseur for Catering (Premium Services Division of Aramark)
Freeman..... for Electrical Services, Plumbing and Utility Services
Smart City Networks for Telecommunications/Internet Services
Andy Frain Services for Event Security
AMR..... for First Aid
Waste Management..... for Waste services

In-house services which include Parking Passes, Booth Cleaning, Booth Security, Freeman Electrical/Plumbing, Inspire Audio Visual and Smart City Networks can be ordered online at <https://NRGpark.boomerecommerce.com/>.

Preferred Services:

The following are preferred NRG Park service providers:

Inspire Audio Visual.....for audio visual and rigging services

Sponsorships:

All Event Sponsors must not conflict with existing exclusive NRG Park sponsors. Currently those include – NRG Energy (Consumer Energy Service Provider), Coca Cola (Non Alcoholic Beverage), Waste Management (Waste Services), Verizon Wireless (wireless service).

NRG PARK EXHIBIT A

Event Parking:

There will be **No-Charge** for parking for this event.

License Agreement Signing:

The due date for this License Agreement to be signed by Licensee is **Wednesday, August 31, 2022**

License Fee and Estimated Event Expenses Payment Schedule:

License Fee is waived.

All event expenses incurred will be due on the final settlement after the event.

General Information:

NRG Park: A non-union facility.

Drones: Licensee shall not operate, or permit to be operated, UAVs at the Facility. Drones, Unmanned Aircraft Systems, Unmanned Aircraft, Remotely Operated Aircraft, and Unmanned Aerial Vehicles, are all terms occasionally used to identify unmanned aircraft and are individually and collectively referred to in this Agreement as "UAVs." Any use of UAVs at the Facility may result in immediate ejection from the Facility and confiscation of the UAV.

Freight Shipments: NRG Park CANNOT ACCEPT advance freight shipments. Freight must be consigned to the official show service contractor or delivered directly to a service contractor or Licensee during the permit period.
Not Applicable

Event: Private

Event Description: Harris County Ballot Operations

Estimated Attendance: Not Applicable

Becki Sparacino – Sales Manager

bsparacino@nrgpark.com

Phone – 832-667-1638

EXHIBIT B

NRG Park Schedule of Rates

(Subject to change without prior notice)

STAFFING RATES				
				Per hour
Allied Universal and Andy Frain Services (4hr min per team member)				
Event Manager	\$			41.98
Area Director	\$			34.87
Supervisor	\$			30.12
Event Staff	\$			23.03
Ushers/Door Guards	\$			23.03
Ushers/Door Guards Supervisor	\$			30.12
Ticket Takers/Counters	\$			23.03
Ticket Taker Supervisor	\$			30.12
Parking Staff (4hr min per team member)				
Parking Event Manager	\$			41.98
Parking Lot Supervisor	\$			28.53
Parking Lot Attendant	\$			21.49
Bicycle Patrol	\$			28.53
HPD Law Enforcement (4hr min per team member)				
Police Lieutenant	\$			53.029
Police Sergeant	\$			50.103
Police Officer	\$			47.20
Medical Personnel (4hr min per team member)				
Ambulance (with 2 EMT's)	\$			122.00
Medical Personnel	\$			53.50
Fire Marshal				
Fire Marshal (4hr min)	\$			341.80
Each additional hour after the 4hr minimum	\$			76.28
Admin Fee	\$			30.51
Guest Services & Receptionist (4hr min per team member)				
Supervisor	\$			15.64
Guest Services	\$			13.81
Receptionist	\$			14.16
Box Office Staffing (4hr min per team member)				
Ticket Seller	\$	13.28	Vault	\$ 17.41
Ticket Seller Supervisor	\$	16.23	Police	\$ 38.22
Housekeeping (4hr min per team member)				
Event Attendant Supervisor	\$			TBD
Event Attendants	\$			TBD
Move In Event Cleaning				Estimated Per Event
Post Event Cleaning				Estimated Per Event
APEX (6hr min per team member)				
Security Officer	\$			49.00
Security Officer Supervisor	\$			54.00
Command Post Supervisor	\$			54.00

EQUIPMENT RENTAL RATES			
			UNIT PRICE
Follow Spot Spotlight Operator			Call for Quote
Forklift			Call for Quote
Forklift Operator			Call for Quote
Heavy Equipment (Boom lifts / cranes)			Call for Quote
CHAIRS			
NRG Center			
Banquet Chair		\$	2.00
NRG Stadium			
Blue Vinyl Chair		\$	2.00
TABLES			
Rectangular	8', 30"	\$	12.00
Rectangular	6', 30"	\$	12.00
Rectangular	8', 18"	\$	12.00
Rectangular	6', 18"	\$	12.00
Round	72"	\$	12.00
Cocktail Table	24"	\$	12.00
STAGING			
Staging	Size: 4' x 8' decks	\$	2.50
(per square foot)	(Maximum Stage Size: 80'w x 40'd x 36" - 72"h)		
Roll 'N Fold Risers	Size: 6' x 8' decks	\$	200.00
(per riser unit)	(heights include 16", 24" , 30")		
ADA Ramp attached to stage (cost is per linear foot)		\$	50.00
Seating Risers (seating capacities vary based on availability)			Call for Quote
MISCELLANEOUS			
Bike Rack Barricades (per piece)		\$	12.00
Mojo Stage Barricade (per piece)		\$	50.00
Stanchion (per piece)		\$	5.00
Truss (per 10" stick)		\$	10.00
Hoist, Rigging and Control (per hoist)		\$	100.00
Super Trooper Spotlight (per spotlight 2k or 3k)		\$	165.00
Magnetometers (per magnetometer/per day, plus labor)		\$	150.00

EXHIBIT C



Rules and Regulations

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Rules and Regulations

The NRG Park Rules and Regulations (the "Rules") are basic guidelines for the safe and orderly conduct of events, and supplement the requirements of the Life Safety Code, OSHA regulations, and other applicable codes, statutes, rules, regulations and ordinances (collectively, the "Laws") governing operations within NRG Park facilities (the "Facilities"). It is Licensee's responsibility to comply with all Laws and the requirements stated herein. The Rules are subject to the provisions of the License Agreement, and in the event of conflict between the Rules and the License Agreement, the License Agreement shall control.

1. Advertising

- a. Logo Use- the official logos (below) for NRG Park can be provided to each Licensee for the sole use of promotion for the booked event at the complex. The NRG Park logo is a registered trademark, and as such cannot be manipulated or altered in any manner. NRG Park reserves the right to review and approve any and all materials bearing the NRG Park logo.

nrg park nrg center nrg stadium nrg arena

nrg
park nrg
center nrg
stadium nrg
arena

- b. Media Releases- A Licensee who wishes to provide a media release, media alert, photo op, public service announcement (PSA) or media kit to any member of the media must refer to venue as NRG Park, Houston, Texas. For all media release the following narrative is encouraged: *NRG Park, managed and operated by SMG, a Pennsylvania general partnership and subsidiary of ASM Global is located in Houston, Texas, home to Rodeo Houston and the NFL's Houston Texans.*
- c. Photo Credits- Photo credits of the Facility should state NRG Park in Houston, Texas.
- d. Promotional Materials- Licensee must make reference to NRG Park in all promotional and advertising materials including: magazines, newspapers, exhibitor's manual, sales kits, billboards, posters, banners, signs, brochures, tickets, flyers and the like, and/or all electronic media including television, radio and Internet. The venue should be referred to as NRG Park or NRG Center, NRG Stadium, NRG Arena or NRG Astrodome, Houston, Texas.

2. Cleaning

NRG Park maintains an exclusive housekeeping contractor (the "Housekeeping Contractor") that must be utilized by Licensee and exhibitors while conducting business at NRG Park.

- a. Housekeeping service in aisles, open spaces, offices and restrooms is provided.
- b. Exhibit areas will be kept clean and free of debris by the Housekeeping Contractor during show periods. The Housekeeping Contractor will clean restrooms and empty trash receptacles during move-in periods.
- c. All show contractors will be responsible for cleaning up after themselves. Additional cleaning during move-in will be considered a show expense and will be billed accordingly.
- d. Licensee must coordinate carpet laying, cleaning and plastic sheeting removal with the Housekeeping Contractor.
- e. Licensee is responsible for removing large crates and discarded exhibits from the Facility and/or breaking them down into small pieces.

For special housekeeping needs, please advise the Event Manager and contact the Housekeeping Contractor.

3. Concession Areas

Food and beverage concession areas in exhibit halls must be accessible, open and operating during public shows unless prior approval to close them is granted by Facility Management.

4. Concourse and Public Areas

- a. All lobbies and concourses at the Facilities are common (public) areas and available to all users of the Facilities. All activities and installations in these areas must be approved by the Event Services Department in consideration of other events and permanent shops and services.
- b. Service desks, storage areas and similar activities should not be stationed in public areas. The Event Services Department must approve alternative locations.
- c. Permanent advertisement panels and displays may not be blocked from view and access.
- d. Animals and pets are not permitted in the Facilities, unless in conjunction with an authorized exhibit, display or performance; or service animals under the Americans with Disabilities Act.
- e. All activities utilizing any portion of the concourse, corridors or other public areas, such as displays, headers, registration, exhibits, etc., must be submitted in writing for Facility Management and Fire Marshal approval prior to move-in. The following guidelines and restrictions apply:
 - Move-in/out dates must be included.
 - Display materials, pipe and drape, etc., may not be set along the concourse window without prior approval from the Event Services Department.
 - Access for private businesses operating in the concourse is to be maintained at all times.
 - An unobstructed path from the Exhibit Hall Doors and Facility Exit Doors must be kept at all times.
 - A detailed floor plan must accompany written request for concourse or public area use.
 - The use of forklifts and cherry pickers is not permitted without prior approval from the Event Manager.
 - Uncrating is to be done within the exhibit hall and materials transported by flatbed freight carts.
 - No Facility fixtures, kiosks, permanent signage, etc., are to be relocated without written permission of Facility Management.
 - Items placed in concourse are to be set last and removed first to the fullest extent possible.
 - No signs, banners, or posters may be taped, nailed or fastened to Facility walls.
 - Facility carpeting must be reasonably protected by plastic or by other means before placing any materials in concourse.
 - The Director of Event Services must approve any signage.

5. Crate Storage

Crate storage is not allowed in exhibit halls; any other crate storage requires specific prior approval of the Director of Event Services. Crates and materials must not be stored in exhibit booth service aisles. Pedestrian egress routes in dock area must be maintained.

6. Debris Removal Requirements

Housekeeping services that are provided as part of rental charges by the Housekeeping Contractor to Licensee or show contractor do not include breakdown of crates, large skids, abandoned exhibits, or other debris too large or too heavy for removal by normal means or too large for placement in packer trucks.

It is the responsibility of the show contractor to break down all of the above items into manageable sizes. This includes items on exhibit floor, in other areas of the Facility and on the dock. If a piece of debris is too heavy for one person to lift and cannot be broken down further, the contractor must move the debris to a location on the dock specified by the Event Manager. Items not removable by normal means will be removed by the show contractor. For clarification, please consult your Event Manager.

Any agreed upon special arrangements regarding debris removal should be in writing and a copy given to the Event Manager. No meeting room is to be used as a general storage room unless approved by NRG Park.

If arrangement is made for pick-up of leftover material and debris by an outside vendor, the pick-up must be made before the show contractor leaves the premises.

7. Decorators

Official decorator/contractors engaged by Licensee shall be allowed to provide and/or erect booths, booth identification signs, drapes, furniture, carpeting, and similar items ordinarily handled by such contractors with their own labor forces.

8. Electrical Power

All exhibitor and exhibit hall electrical installations, connections and disconnections must be obtained through NRG Park's exclusive electrical contractor, Freeman (the "Electrical Contractor"). Twenty (20) amp power outlets are available in all meeting rooms; power requirements beyond 20 amps can be provided by the Electrical Contractor. Service can be ordered by calling their office at (713) 433-2400 and asking for NRG Park exhibitor power or go to our website <https://www.nrgpark.com/>, click on "Menu", then "Exhibitor & Conference Services".

9. Elevators

Passenger elevators and escalators are not to be used to transport freight or other setup materials. Freight elevators are available for this purpose. No vehicles are allowed on freight elevators.

10. Exhibitor Appointed Contractors

NRG Park requires that the show manager provide the Director of Event Services a list of exhibitor appointed contractors working the show, and that these Rules be provided to such contractors.

11. Exhibits and Expositions

- a. Copies of all instructions given to exhibitors, including exhibitor's manuals, must be furnished to the Event Services Department. Licensees, show contractors and exhibitors shall not ship or deliver materials to the Facility before the first move-in day. Advance freight shipments will not be accepted. Freight must be consigned to the show contractor or delivered directly to a service contractor during the License Term.
- b. Detailed floor plans must be presented to the Event Services Department prior to move-in and will be submitted to the Fire Marshal for approval. Exhibits are also subject to field inspection for compliance.
- c. Sand, gravel, dirt and topsoil may not be brought into the Facilities without prior approval.
- d. Multi-Level Exhibits:
 - Require certification by a registered engineer and submission to the Director of Event Services for review.
 - Size limitation is responsibility of Licensee, except that highest booth floor must not be more than 18 feet above hall floor and highest point of booth not more than 28 feet above hall floor.
 - Facility Management is not responsible for exhibits obstructing or being affected by building HVAC and lighting systems.
 - Exhibitor must provide a fire extinguisher in the booth and install a smoke detector on ceiling of lowest level.

12. Exhibit Hall Air Conditioning during Move-In, Move-Out and Non-Show Hours

NRG Park maintains "minimal comfort levels" during move-in and move-out periods as part of the basic rental fee. If the logistical requirements of a particular event should demand that temperature be maintained within a specific range and additional air conditioning is necessary, such air conditioning will be provided at the rate of \$100 per hour per hall (rate subject to change). This service is provided with the understanding Licensee and its service contractors must limit the use of the rollup doors which connect to the outdoors. While we will make every effort to maintain the desired temperature, there is no guarantee that we can do so. The same fee schedule would apply when twenty-four (24) hour air conditioning service is required.

13. Exhibit Hall Lighting

- a. Move-in/non-show/move-out hours – up to three (3) levels of fluorescent lighting (1/2 maximum) at no charge, additional levels at \$100 per level, per hall, per day (rate subject to change). Show days – maximum fluorescent or quartz spotlights at no charge during show hours. Up to three (3) hours of show lighting beyond show hours each day at no charge.

- b. Use of both fluorescent and full spotlights is available at a rate of \$500 per hall, per day or half fluorescent and full spotlights at a rate of \$250 per hall, per day (rate subject to change). Spotlights may be individually ordered and aimed through the Electrical Contractor. Some areas or halls may not be equipped with spotlights.

14. Facility Maintenance

- a. Damages of any nature should be reported immediately to NRG Park Security. All damages caused by the Licensee to the Facility during move-in/move-out and the event are the responsibility of the Licensee.
- b. Glitter and confetti are prohibited, as are distribution of stickers and helium balloons.
- c. Licensee or contractors may not move planters, furniture and other Facility equipment. NRG Park will be responsible for the relocation or storage of Facility property if required for an event.
- d. Motorized vehicles, forklifts, gas or electric carts, bicycles, scooters, Segways, and similar equipment (except equipment for persons with disabilities) may not be operated in any area of the Facilities. Licensee may use golf carts and hydraulic lifts to the extent necessary for the Event.
- e. Carpet runners, show carpet or other temporary floor coverings over permanent carpet must be approved in advance. Double-faced tape and heat tape cannot be directly applied to permanent carpets. Additionally, the Licensee is responsible for removing all tape from the exhibit hall floor at the end of the event.
- f. Terrazzo floors in NRG Center shall not have tape or carpet placed over them without approval of the Director of Event Services or the Director of Operations. Only carts with rubber wheels will be permitted on the Terrazzo floors. All booths, exhibits or displays on the Terrazzo floors must be approved by the Director of Event Services or the Director of Operations.

15. Fire Code (City of Houston)

- a. Except as otherwise provided by special rulings from the Houston Fire Marshal, regulations of the Houston Fire Department will prevail as follows:
 - The area in front of all Facilities and exits must be maintained free of parking and storage, unless approved by the Event Manager.
 - All exits must be maintained readily accessible at all times.
 - All aisle ways to exits shall be maintained free and clear at all times.
 - All draperies, backdrops, bunting, and other decorations must be flame proofed. All paper and other flimsy materials used for decorative purposes, including flame-proofed paper, are prohibited.
 - The use of open flame or the storage and handling of flammable liquids, chemicals, or harmful hazardous substances are prohibited, unless approved by the Fire Marshal or applicable agency.
 - All fire extinguishing equipment must be unobstructed and accessible at all times.
- b. Liquid and gas fueled vehicles and equipment in the Facility during shows must adhere to the following:
 - Batteries must be disconnected.
 - Fuel in the tank shall not exceed the greater of one quarter tank or two (2) gallons.
 - All vehicles must have a lockable gas cap.
 - Fuel tank openings shall be locked and sealed to prevent the escape of vapors.
 - Licensee shall obtain all required permits and submit a copy to NRG Park.
- c. Houston Fire Department permits are required for the following:
 - Candles and open flames
 - Pyrotechnics
 - Carnivals and Fairs
 - Compressed gases
 - Liquefied petroleum gases
 - Tents, canopies and temporary membrane structures

- d. Floor Plans must be approved by the Fire Marshal's Office of the Houston Fire Department and submitted to NRG Park prior to the first move-in day. All plans must:
 - State official name of show and dates
 - Be drawn to scale
 - Have aisles clearly indicated (minimum width is ten (10) feet)
 - Show primary event entrance doors and exits
 - Indicate service and storage areas
 - State if aisles are to be carpeted
 - Name the official show contractor
- e. Houston Fire Department Standby Inspectors are staffed at the sole discretion of the Fire Department, but are always required for the following:
 - When fueled vehicles are in use
 - Pyrotechnics
 - LP Gas providing flame
 - Open flames
 - Floor seating or standing for the public in NRG Park premises
 - Use of any appliance that produces grease vapors

16. Floor Loading

Loading in excess of the standards below must receive prior approval. Plans of equipment or display footprint showing weight distribution per square foot, size of base plate if being used, and signed by a registered engineer, should be sent to NRG Park along with show floor plan showing adjoining exhibit loading.

- a. Site Concrete Areas
 - Sidewalks – uniform 250 pounds per square foot (psf)
 - Concentrated 2,000 pounds (lbs) on 2.5 square feet (sf)
- b. Loading Dock
 - Uniform 250 psf
 - Concentrated 2,000 lbs on 2.5 sf
- c. Driveways & Parking Lots
Highway Standards
- d. Building Loads
 - Roof area – uniform 20 psf
 - Note: all concentrated point-type loads shall be distributed on roof pads to not exceed the 20 psf
- e. Canopies
Same as roof load
- f. Stairs
 - Uniform 100 psf
 - Concentrated 300 lbs on 1 sf
- g. Mezzanine Level
 - Floor – uniform 100 psf
 - Suspended Ceiling Areas – no additional loads
 - Escalators – uniform 100 psf
- h. Equipment Levels
Uniform 350 psf
- i. Exhibit Floor
 - Uniform – 350 psf
 - Concentrated – 16,000 lbs
 - Note: area of distribution required 80 square inches, this does not mean the total floor can be loaded in this magnitude, refer back to uniform load for load and distribution.
- j. Lobby – Terrazzo
 - Uniform 75 psf
 - Note: all concentrated point-type loads shall be distributed on pads not to exceed the 75 psf
- k. Suspended Ceiling Areas
No additional loads
- l. Exhibit Hall Exposed Roof Trusses
Hanging-load varies each truss from 500 lbs to 1600 lbs applied at panel points refer to structural drawings (must be requested)
- m. Exhibit Hall Catwalks
Uniform Load – 60 psf, 215 pounds per linear foot

17. Food and Beverages

- a. All food and beverage services must be provided by NRG Park's exclusive caterer, Aramark Food Services (the "Catering Contractor"). Please discuss location and hours of hall concession stands, food service areas, and other food related requirements with your Event Manager and the Catering Contractor.

- b. The arrangement of the room, i.e., tables, chairs, speaker's platform, etc., will be handled by Event Services and the menu and serving arrangements by the Catering Contractor. The Catering Contractor may be contacted at (832) 667-2426.
- c. Food and beverages shall not be sold for consumption on site except by concessionaires designated by the Catering Contractor. However, food and beverage products may be sold to patrons for off-site consumption, subject to approval by Facility Management.
- d. Individual exhibitors participating in trade shows may be permitted to distribute product samples on a complimentary basis to patrons, subject to approval by Facility Management.

18. Freight Shipments

NRG Park CANNOT ACCEPT advance freight shipments. Freight must be consigned to the official show contractor or delivered directly to a service contractor during the License Term.

19. Ground Transportation

These guidelines describe the requirements for planning shuttle bus and other ground transportation services on property and to facilitate smooth traffic flow between all of the Facilities.

- a. Plans to utilize third-party shuttles as part of the overall plan of operation for the event must be submitted to the Event Services Department prior to the event.
- b. To avoid conflicts with finalized plans, the shuttle bus contractor should review preliminary plans with the Event Services Department. The total number of shuttle buses and all shuttle schedules must also be submitted prior to the start of an event. Transportation plans must adhere to the following:
 - All areas must remain open as an active public street. There is no parking on NRG Parkway for ground transportation staff and law enforcement officers. Parking on sidewalks and plaza areas is strictly prohibited.
 - Events requiring alternate traffic schemes must be coordinated with the Parking Department.
 - Curbs along the Facilities are regulated by NRG Park and law enforcement officers. Designated areas have been established for shuttle bus loading/unloading and staging, and taxi unloading and staging.
 - Areas are designated for guests with disabilities, airport shuttles and limousines.
 - Should traffic control become necessary beyond the immediate vicinity of the Facilities, Facility Management will help the Licensee coordinate with the Houston Police Department.
- c. Shuttle Bus- Shuttle bus services, if necessary, will be planned specifically for each event with Licensee.
- d. Taxicabs, Limousines, Hotel Vans, Tour Buses and Airport Shuttles
 - Taxicabs and airport shuttles have assigned termination points and may not park elsewhere.
 - Taxicabs, limousines, hotel vans, tour buses and airport shuttles must drop off passengers at the designated points and should not block inside lanes or designated shuttle bus areas. For specific locations, see the Event Services Department.

20. Inspection of Facility

NRG Park management will inspect the licensed areas prior to or at start of move-in and again at or near the end of move-out. The condition of areas before and after the event will be recorded and any damage assessed to Licensee.

21. Labor Guidelines

- a. Texas is a "Right-to-Work" state. NRG Park does not have any relationship with any organized labor union or other collective bargaining organization.
- b. Show organizers, however, generally recognize certain union contracts established with certain show contractors and suppliers and have established certain exclusive and non-exclusive show rules and regulations to govern the operations of the shows. NRG Park acknowledges these show rules and regulations as part of the approved plan of operation of the event.

22. Loading Docks and Staging Areas

- a. Parking at loading docks and staging areas is prohibited unless authorized by the Event Services Department and the show service contractor. Dashboard passes are available through the Event Services Department and must be displayed at all times. All parking rules must be observed, or vehicles may be removed at owner's expense.
- b. Furniture and equipment staging for exhibit booth use (trade shows) should be arranged through the official show service contractor.

23. Mail

Mail may be sent to an event held at NRG Park during the License Term and should be addressed to the appropriate event and show manager. Mail will be delivered to the addressee within a reasonable time.

24. Miscellaneous

- a. In the event of misconduct of any employee or agent of Licensee, such employee or agent shall be removed from the Facility upon Facility Management's written request.
- b. Upon termination or cancellation of the license agreement, Licensee shall remove all of its property and equipment and that of its exhibitors and vendors from the premises. If Licensee fails to vacate the premises, Facility Management may, at its discretion, remove from the premises, at Licensee's expense, all remaining goods and property. Facility Management shall not be liable for any damages or loss of such goods or other property which have been removed.
- c. NRG Park may terminate any assignment of space to Licensee if, in the judgment of Facility Management, the occupancy is detrimental to the best interests of NRG Park.
- d. It is agreed that the premises may be inspected at any time by authorized representatives of NRG Park or any law enforcement agencies. Licensee agrees to cure any violation of law made known to him/her by NRG Park or law enforcement officer. Licensee shall be given notice and a reasonable opportunity to remedy or cure any breach or default.
- e. Licensee hereby waives all claims for compensation for loss sustained by reason of any lawful interference by any public agency or official in the exercise of this Agreement. Any such interference shall not relieve Licensee from any legal obligations.
- f. Licensee shall not make any alterations to the premises without written approval by Facility Management. Licensee shall be responsible for the cost of any rearrangement of existing equipment and fixtures, and returning to the original arrangement.
- g. Licensee shall not conduct any other operations except those herein described. Licensee agrees not to interfere with any other Licensee of NRG Park.
- h. Licensee shall not advertise any of its activities at the Facility in any manner objectionable to Facility Management. Amounts and contents of Licensee's display of advertising material and directional signage in the Facility must be approved Facility Management.
- i. Licensee agrees not to discriminate in its use of the premises among law-abiding members of the public.
- j. Security, maintenance and Facility Management shall have free access at all times to all space occupied by Licensee. NRG Park staff shall not interfere with the performance of the event if such performance can reasonably occur without causing NRG Park irreparable harm or damage.
- k. The Licensee agrees to return the premises in the same condition as when it was first occupied, normal wear and tear excepted. The Licensee is responsible for the repairs or cost of repairs for damages caused by the Licensee or its agents and invitees.
- l. Licensee acknowledges that Facility Management and its agents are acting in a representative capacity and not for their own benefit and that the Licensee shall not have any claim against them collectively or individually in any event whatsoever.

25. Motorized Vehicles and Service Equipment

- a. Motorized vehicles are restricted to exhibit hall use unless approved by the Director of Event Services. No liquid fuel powered cars should be operated outside exhibit halls due to noise, air pollution, and fire hazard. Forklifts are not allowed in lobbies, meeting or licensee rooms. Only rubber wheeled non-motorized freight carts are allowed in rooms. Gasoline powered forklifts, carts, scooters, etc., may be operated in the exhibit halls, but must be refueled outside the Facility and away from Facility walls and must be parked or stored outside of Facility.
- b. Forklifts, powered carts or other powered equipment left unattended outside of rented exhibit hall(s) are to be secured to prevent unauthorized use.
- c. No vehicles are permitted to load/unload inside the Facilities without the prior approval of Facility Management.

26. Parking

- a. A parking fee is imposed on all vehicles entering the property on event days. This includes exhibitors and contractors. A parking permit can be purchased through the Event Services Department that allows unlimited access to NRG Park parking lots during the events.
- b. Any vehicles parked on streets or in designated fire lanes will be towed to a location designated by Facility Management at owner's expense.
- c. NRG Park is not responsible for theft of or damage to vehicles in the parking area.

27. Roof Operations

Prior to an event at NRG Stadium, Licensee may submit a written request to open the retractable roof for its event. Facility Management shall, in its sole and absolute discretion, determine if the retractable roof may be opened for Licensee's event.

28. Safety

- a. Unsafe conduct or hazardous conditions, including maintenance hazards, should be reported immediately to the Security Department and supervisory event personnel of the responsible party. Hazardous work areas are defined as any area on the premises where exhibits, equipment and freight are being handled (e.g., loading dock areas, exhibit halls, service corridors, staging areas) but may also include public areas. Within these areas and throughout the premises, the following guidelines will be enforced:
 - No alcoholic beverages or illegal or controlled substances are permitted.
 - No speeding (over 5 mph) or reckless use of vehicles is allowed.
 - No flammable liquids may be brought into or stored in the Facility. No vehicles are to be refueled in these areas. Refueling must occur at least fifty (50) feet outside the Facility.
 - All utility panels, switchgear, fire hose cabinets, standpipes, fire extinguishers and fire alarms must remain visible and accessible at all times.
 - Oil spills, loose or missing floor box covers and other apparent safety hazards should be reported immediately to Facility Management or the Security Department.
 - Work activities in the upper-level concourse areas require additional supervision to ensure safety of guests attending other events. Control rope, signage and other warning devices may be required.
- b. The National Fire Protection Association (NFPA) 101 Safety Code has been adopted, with specific revisions and interpretations, as a guideline for the review of events held at NRG Park. Information regarding the Fire Code may be obtained through the Event Services Department. Please note the following highlights:
 - Two-story exhibit booths are addressed in special regulations provided by the Fire Marshal.
 - All drapes, curtains, table coverings, skirts, carpet and any materials used in exhibits must be flame retardant.
 - Fire hose cabinets, fire extinguishers, sprinklers, fire exit doors, routes of egress and any other fire safety device must not be hidden from view or have its accessibility blocked.
 - No crates, packing material, wooden boxes and other highly combustible materials may be stored in exhibit halls, meeting rooms or fire exit areas.

- Vehicles on display may have fuel in the tank but shall not exceed one quarter tank, or not exceeding two gallons.
 - A gas cap must be in place or the tank must be adequately sealed off. Battery cables must be disconnected and taped to avoid sparking.
 - Each planned use of pyrotechnics, welding equipment, open flames, smoke-emitting materials or large amounts of combustible materials as part of an exhibit must be reviewed and approved by the Events Services Department and Fire Marshal.
- c. Maintaining Access within the Facility
- Access to fire extinguishers, fire exit doors and corridors, fire hoses, fire boxes and all fire control equipment must be maintained at all times, including move-in/move-out periods.
 - Exit signs must always be visible. Where it is determined that the booth or show has blocked the visibility of existing signs, the contractor will be required to provide temporary sign(s).
 - Access to pedestrian exits shall be maintained and clear at all times. The aisles to exits should not be blocked by equipment, concessions or booths.
 - Access to restrooms, concessions stands, housekeeping and utility closets, etc., shall be maintained at all times.

29. Security

Security personnel for your event may be obtained through your Event Manager at an additional cost. Additional security guidelines are as follows:

- a. Emergencies of any nature should be reported immediately to NRG Park Security Department, who will coordinate any required response from outside law enforcement and emergency response agencies. NRG Park Security is open 24 hours a day and patrols all Facility perimeters, parking lots, exterior grounds and interior public areas.
- b. Chain locks and other devices that secure mandatory fire exit doors are strictly prohibited.
- c. Copies of the Facilities' Emergency Operating Procedures are available through the Event Services Department.
- d. Personnel of NRG Park, Licensees and all service contractors and suppliers should wear identification badges at all times and enter and exit licensed areas through specified service access doors.
- e. Facility and event staff should avoid loitering in public areas, including restaurants of all Facilities. Restaurants and other facilities in the concourses are reserved for event attendees and patrons.
- f. Solicitation is prohibited.
- g. Abusive language, threats, assault, vandalism, theft and other conduct detrimental to the successful staging of an event are grounds for immediate removal from the premises and/or arrest, depending on the nature of the offense.
- h. Upon request, meeting rooms may be converted to "high security" rooms by re-keying locks. Special services rates will apply.

30. Services/Exclusive Service Providers

- a. Licensee shall furnish all services required to conduct business in the Facility. Labor necessary to perform these services must be obtained.
- b. Official decorator/contractors engaged by Licensee shall be allowed to provide and/or erect booths, booth identification signs, drapes, furniture, carpeting, and similar items ordinarily handled by such contractors with their own labor forces.
- c. Coat and luggage check rooms shall be operated by NRG Park or their designee.
- d. NRG Park retains exclusive Electrical, Food & Beverage Service, Security, Medical, Ticket Office, Event Staff and Housekeeping contractors and it is mandatory that the Licensee and its exhibitors and/or invitees obtain the services of these contractors exclusively as required in conducting business in the Facility.

31. Signs/Displays

- a. Hanging of suspended banners, signs, drapes, etc., must be arranged through a show contractor.
- b. All signs, regardless of size, should be constructed of lightweight flameproof cardboard, metals, plastics, etc., and hung as approved by Event Services.
- c. No signs are to be hung from any electrical fixtures, raceways, any water, gas, air, fire protection piping, supports or hangers.
- d. No decorations or signs shall be placed in or on Facility walls and ceilings by nail, tacks, screws, wire or adhesive tape.
- e. All electrical and neon signs must conform to the electrical codes required throughout the Facilities.
- f. NRG Park graphics, signs or displays may not be blocked in any manner.
- g. Exhibitor's signs are restricted to the exhibit area.
- h. Events using exhibit halls may hang a show banner outside the entrance to NRG Park with written approval of Facility Management. Size allowed will be determined in advance of event on a space-available basis.
- i. The following rules apply in exhibit halls:
 - Written approval is needed to hang anything within twenty (20) feet of escalators or elevators.
 - 0 to 50 lbs. – Items may be hung from miscellaneous steel supporting light grid; must have a minimum of two (2) attachment points; no other location restrictions.
 - 51-1,000 lbs. – Items must be hung from sway truss members; must have minimum of four (4) attachment points; must have NRG Park Operations Department approval.
 - 1,001-2,000 lbs. – Items must be hung from main truss members only; must have a minimum of four (4) attachment points; must have NRG Park Operations Department approval.
 - Items over 2,000 lbs are not permitted.
- j. During event move-out, all wires, hooks, and hanging materials used to hang signs must be removed.

32. Stickers/Helium Balloons

Distribution of stickers and helium balloons is prohibited. Use of helium balloons as permanent fixtures on authorized event displays must be approved in advance by Event Services. A removal charge will be applied to retrieve balloons from the ceiling.

33. Telephone Service

- a. NRG Park office telephones and faxes are reserved for internal business and their numbers may not be distributed for event use.
- b. All telephone lines and services required are procured directly from NRG Park exclusive contractor, Smart City Networks. Service can be ordered by calling their business office at (713) 813-8117 and asking for NRG Park exhibitor phone service or go to our website <https://www.nrgpark.com/>, click on "Menu", then "Exhibitor & Conference Services."

34. Tent, Awning and Canopy Guidelines for Temporary Installation

- a. All portable and temporary tents and canopies must comply with NFPA Code 102 "Standards for Grandstands, Folding and Telescopic Seating, Tents and Membrane Structures."
- b. The Event Services Department will review all installation requests to ensure that they comply with Facility regulations and do not interfere with other events.
- c. Written requests for each installation should be submitted to the Event Services Department at least twelve (12) weeks prior to the event. All requests should include:
 - Size of the installation
 - Location

- Height
 - Anchoring details
 - Utility services required
 - If applicable, plans for repair of damaged floor or pavements
- d. Tent installations will not be allowed in fire lanes or in areas reserved for NRG Park activities. The Event Services Department can provide additional details.

35. Truck Marshalling Yard

- a. The marshalling/staging area is located behind NRG Center and is provided at no charge to Licensees.
- b. Use of this area must be scheduled in advance with the Event Services or Operations Department.
- c. No restrooms are provided.
- d. Licensee's insurance certificate must show coverage for use of the marshalling yard.
- e. Licensee is responsible for area operation and security.
- f. Limited on-street and/or parking lot staging is possible with advance arrangements.

36. Toxic and Hazardous Materials

- a. All toxic and hazardous materials (gases, liquids or solids, etc.) are and remain the property of the show or the exhibitor bringing such materials onto NRG Park property. Use of these materials may require additional insurance coverage.
- b. The Director of Event Services must be advised well in advance of event move-in of toxic and hazardous materials being brought to the Facility, which may or may not be approved. Information needed:
 - Exhibitor name and booth number
 - Date of arrival
 - Date of removal, how and by whom to be removed
 - Description of use
 - Place of storage
 - Chemical name of material and trade name of material
 - Hazardous component
 - Flammability
 - Type of containment, size and number of containers
 - Contact person at supplying company, and
 - Contact at NRG Park.
- c. A data sheet is to be placed in each booth and given to the Fire Marshal for each material.
- d. Toxic or hazardous materials are subject to immediate removal from premises if required information is not received or instructions are not followed. All costs associated with safe handling of these materials are to be borne by show management.

22GEN3329_Harris County Ballot Operations Sept 2022 - Nov 2022 Agmt_CAO_v2

Final Audit Report

2022-08-30

Created:	2022-08-30
By:	Shelly Eversole (seversole@nrgpark.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnBlvxi7GTUdmfspdBiLwyw7RQv3Ts5g

"22GEN3329_Harris County Ballot Operations Sept 2022 - Nov 2022 Agmt_CAO_v2" History

-  Document created by Shelly Eversole (seversole@nrgpark.com)
2022-08-30 - 9:23:25 PM GMT- IP address: 96.8.33.66
-  Document emailed to Jeff Gaines (jgaines@nrgpark.com) for signature
2022-08-30 - 9:23:50 PM GMT
-  Email viewed by Jeff Gaines (jgaines@nrgpark.com)
2022-08-30 - 9:26:51 PM GMT- IP address: 104.28.97.19
-  Document e-signed by Jeff Gaines (jgaines@nrgpark.com)
Signature Date: 2022-08-30 - 9:27:09 PM GMT - Time Source: server- IP address: 108.230.242.41
-  Agreement completed.
2022-08-30 - 9:27:09 PM GMT