

AGREEMENT FOR GOODS AND SERVICES

THIS AGREEMENT FOR GOODS AND SERVICES (this "Agreement") is made effective as of **DATE** by and between, AEG Management HCC, LLC ("**Company**") and **NAME OF COMPANY** ("**Contractor**").

RECITALS

A. Company is the manager of the Hawaii Convention Center in Honolulu, Hawaii (the "Facility") pursuant to that certain Contract for Professional Services (the "Management Agreement") effective as of January 1, 2014 between the Hawai'i Tourism Authority ("HTA"), a duly organized authority of the State of Hawai'i (the "State") and Company.

B. Contractor provides the following goods and services: **DESCRIBE**. Company desires to engage Contractor for goods and services, and Contractor desires to provide such goods and services, on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants that are contained in this Agreement, the parties hereby agree as follows:

1. **SCOPE OF GOODS AND SERVICES.** Company hereby engages Contractor, and Contractor hereby agrees, to provide the goods and services as set forth more fully on Exhibit A attached hereto (the "Goods and Services"). With regard to the provision of the Goods and Services, Contractor shall:

1.1 Provide all goods set forth in the Goods and Services to the Facility (the "Goods").

1.2 Perform all services set forth in the Goods and Services at the Facility (the "Services").

1.3 Provide all personnel required in order to provide the Goods and Services at the Facility.

1.4 Except for those items, if any, expressly required by this Agreement to be furnished by Company, Contractor shall furnish or provide all of the materials (including equipment and supplies, uniforms, communication equipment and any other equipment) and all other items necessary to perform and provide the Goods and Services and to carry out and perform all of Contractor's obligations under or pursuant to this Agreement.

1.5 Upon request from Company, Contractor shall immediately reassign or remove from the performance of the Goods and Services hereunder any of its employees or personnel supplied by Contractor, including any supervisory personnel, who, in the sole judgment of Company, engage in improper conduct, are not suitably attired or neatly groomed, do not conduct themselves in an ethical, businesslike or professional manner, or are not otherwise, in the reasonable judgment of Company, suitable or acceptable to perform the Goods and Services or any tasks assigned to them.

1.6 Comply with and conform to all rules, regulations and directives issued by Company or their designees from time to time, and shall cause all of its employees, personnel, agents, independent Contractors (if any) and invitees at all times to abide by and conform to all of the same.

1.7 Comply with all terms and conditions of this Agreement applicable to the Goods and Services, as such this Agreement may be modified, amended or superseded from time to time.

1.8 At all times and in all situations, Contractor shall act in the best interests of HTA and the State of Hawai'i, commensurate with the highest standards of its profession and industry and in a manner that promotes and supports the public images, policies, programs and goals of the HTA and the State of Hawai'i, and their working relationships with all other persons, and with a long term view toward fulfilling the mission and objectives of the HTA.

1.9 Contractor shall keep and preserve for at least three (3) years following the final payment under this Agreement, all financial and accounting books, records and reports, including any personal information, and any cost or pricing related to the performance of the Goods and Services at the Facility. Personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the retention period as set forth above, the files, book, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS, or returned to the State at the request of the State.

1.10 AEG, the State of Hawai'i and/or HTA may audit the books and records of Contractor relating specifically to its performance of Services under this Agreement, related to cost or pricing data, or any state contract, including subcontractors, other than a firm fixed-price contract.

1.11 No person performing work under this Agreement shall engage in any discrimination that is prohibited by any applicable federal, state or county law.

1.12 To the extent applicable to the Goods and Services, Contractor shall comply with the provisions of the Hawai'i Convention Center Health and Safety Procedures Section 1 – Contractor Policy as set forth on Exhibit B attached hereto and made a part hereof.

1.13 Prior to the execution of the Agreement, Contractor must furnish proof of compliance with the requirements of HRS § 103D-310(c), including, without limitation, the following:

- a. **Chapter 237, tax clearance;**
- b. **Chapter 383, unemployment insurance;**
- c. **Chapter 386, workers' compensation;**
- d. **Chapter 392, temporary disability insurance;**
- e. **Chapter 393, prepaid health care; and**
- f. **Proof that Contractor is:**
 - i. **Registered and incorporated or organized under the laws of the State, hereinafter referred to as a "Hawaii business"; or**
 - ii. **Registered to do business in the State, hereinafter referred to as a "compliant non-Hawaii business".**

Contractor must furnish a Certificate of Vendor Compliance and a certificate of insurance demonstrating compliance with any HRS vendor insurance requirements.

2. **TERM.** The term of this Agreement shall commence as of the effective date hereof and shall terminate on **DATE** ("Term"), unless extended by the written agreement of the parties or this Agreement is sooner terminated in accordance with the terms and conditions of this Agreement.

3. **COMPENSATION.** As full and complete compensation and consideration for all of the Goods and Services to be provided by Contractor under or pursuant to this Agreement, Company shall pay to Contractor the compensation as set forth on Exhibit A attached hereto.

All sums due to Contractor under this Agreement shall be paid by Company to Contractor within thirty (30) days following receipt by Company of an invoice from Contractor fully describing the work performed, including the number of hours worked by Contractor personnel, if applicable, rates pursuant to this Agreement, taxes, if any, and the compensation due to Contractor.

4. **SAFETY AND LEGAL REQUIREMENTS; AUTHORITY; WARRANTIES.** Without in any way limiting any other term or provision of this Agreement or any obligation of Contractor hereunder, Contractor shall do or cause to be done all of the following:

(a) perform all services set forth in the Goods and Services in a first-class manner that shall protect the health and safety of all patrons, employees and other users of the Facility; (b) adhere to all laws, policies, rules, and regulations applicable to the Contractor and to the Services to be provided by Contractor pursuant to this Agreement; (c) if an authorized management person of Company is not available, then contact the proper local authorities for assistance at the Facility when such assistance is appropriate for safety; (d) obtain, maintain and comply with all licenses, permits and franchises or approvals from any governmental authority that may be required to enable Contractor to perform all of the requirements set forth in the Goods and Services and fulfill all of its obligations under this Agreement, which may include a Certificate of Vendor Compliance and (e) comply with the provisions of the Hawai'i Convention Center Health and Safety Procedures Section 1 – Contractor Policy as set forth on Exhibit B

Contractor further represents and warrants that (A) it is a licensed contractor; (B) it holds all requisite licenses to perform the work contemplated hereby in the jurisdiction in which the Facility is located; (C) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms; (D) this Agreement constitutes a valid, binding and enforceable agreement of Contractor; and (E) the execution, delivery and performance of this Agreement by Contractor will not violate the provisions of any agreement to which it is a party or by which it is bound.

All Goods shall be owned by Company and any and all warranties applicable to such Goods shall be enforceable by Company or shall be transferred by Contractor to Company. If applicable.

Contractor warrants to Company the following:

(a) General Warranty. All Goods and Services furnished under this Agreement shall be of good quality, free from faults and defects and in conformance with this Agreement and all plans, specifications, drawings or other supplements concerning the Goods and Services approved in writing by Company. Contractor shall promptly make good at its cost any and all defects that appear during the Term (or

such longer time as may be set forth Agreement from the date of final completion, including any punch list work. The terms of this warranty shall not be construed to limit any other remedies available to Company at law or in equity, under specific warranties, or under this Agreement. Contractor certifies that it has reviewed, observed and accepted as suitable for its work the existing conditions at Facility and the Agreement, and warrants that the Compensation (as defined in Exhibit A) includes all sums necessary to perform the Goods and Services under the conditions indicated by Contractor's review and observation of Facility and the Agreement.

(b) Equipment Warranty. If the furnishing or provision of equipment is part of the Goods and Services, Contractor hereby represents, warrants and covenants to Company that: (a) all equipment and materials will be free from defects in workmanship and material and conform in all material respects to all specifications provided by Company, (b) all equipment and materials shall be new and of high quality material and shall be free of faults, defects, liens and encumbrances except for liens or encumbrances arising in the normal course of business by operation of law that are not at the particular time in question due and delinquent, (c) the equipment and materials shall comply with all laws and regulations applicable to the same, and (d) the equipment and materials are fit for its intended purpose.

5. **INDEMNIFICATION.** Contractor agrees to indemnify, defend and forever save and hold harmless Company, AEG Management HCC, LLC, AEG Venue Management Holdings, LLC, ASM Global Parent, Inc., State of Hawaii, Hawaii Tourism Authority (HTA), and their respective affiliates, licensees, lenders and contractors, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns, (sometimes collectively referred to herein as the "Company Indemnitees" and individually as a "Company Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the Company Indemnitees may suffer or incur arising directly or indirectly out of or in connection with the Goods, performance of the Services or the failure of Contractor to perform the Services in accordance with the terms of this Agreement or any act or omission of the Contractor, including its employees, officers, agents or subcontractors. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

6. **INSURANCE.** Without in any way limiting or altering the indemnification requirements of Contractor under or pursuant to this Agreement, Contractor shall, at its sole expense, procure and at all times maintain during the term of this Agreement all of the following insurance:

- (a) Contractor agrees, at its sole expense, to procure and maintain during the Term of this Agreement: (i) Commercial General Liability insurance, on an occurrence form, including blanket contractual liability, products and completed operations coverage, fire legal liability coverage, personal & advertising injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) for the mutual benefit of Contractor, Company and their Contractors, successors and assigns, against all claims for personal injury, death or property damage in or about the Areas arising in the amount of \$1,000,000 per occurrence, \$5,000,000 in the aggregate, (ii) Commercial Automobile Liability insurance, on an occurrence basis covering all owned, non-owned, hired and leased vehicles with a limit of not less than \$1,000,000 per occurrence covering bodily injury and property and physical damage; and (iii) following form Umbrella or Excess Liability coverage with a limit of \$4,000,000 per occurrence in excess of \$1,000,000; (iii) *following form Umbrella or Excess Liability coverage with a limit of \$10,000,000 per occurrence in excess of \$1,000,000 for Security providers;*
- (b) The insurance policies set forth in (a) above shall name as Additional Insureds each of the Company Indemnitees (as set forth in Section 5 above), their respective affiliates, vendors, lenders and Contractors, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns. All such insurance shall be primary and non-contributing to insurance maintained by Company.
- (c) Contractor agrees, at its sole expense, to procure and maintain during the term of this Agreement, Workers Compensation insurance in accordance with statutory limits and Employers Liability at a limit of \$1 million per occurrence covering all employees, performers, participants and other personnel of Contractor (other than such persons as are employed by Company and its respective affiliates), which shall be evidenced on the certificate of insurance required to be provided in accordance with Section 10(f & g) below. Such insurance shall include a waiver of subrogation in favor of Company.
- (d) To the extent applicable, Contractor shall obtain and maintain a Personal Property Floater and/or Miscellaneous Equipment insurance coverage on all of Contractor's personal property, trade fixtures, and Contractor's owned alterations, utility installations and third party property damage. Such insurance shall be full replacement cost coverage with a deductible of not more than \$2,500.00 per occurrence. The proceeds from any such insurance shall be used by Contractor for the replacement of personal property, tools & equipment. Contractor shall provide Company with written evidence that such insurance is in force and shall causes its insurers to a waiver of subrogation in favor of Company.
- (e) Company makes no representation that the limits or terms of coverage of insurance specified herein are adequate to cover Contractors property, business operations or obligations under this Agreement.
- (f) The insurance shall provide for coverage from commencement of work or occupancy of the premises. There will be no charge to Company for such coverage and a certificate of insurance evidencing such coverage shall be

furnished to Company. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 15 days prior written notification to Company. Said insurance shall not restrict or limit the coverage of the additional insureds. If Contractor fails to provide Company with the required certificate of insurance at least five (5) business days prior to the commencement of work or occupancy of premises, Company may, in its sole and absolute judgment, either (i) acquire, at Contractor's expense, such insurance as Company determines in its sole judgment to be necessary in order to protect the Company Indemnitees from any of the matters to be covered under subparagraph (a) above, or (ii) treat such failure as a default by Contractor and terminate the Agreement.

- (g) All insurance shall be effected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the Hawaii, such responsibility and the insuring agreements to meet with the reasonable approval of Company. An insurer with a current A.M. Best rating of at least AVI or better shall be deemed to be acceptable. Receipt by Company of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this Agreement must be in writing signed by the parties.
- (h) At the request by Company, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of the Company Indemnitees under this Agreement. Such loss information shall include such specifics and be in such form as Company.
- (i) Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements as broad as stated herein and that they name Contractor and Company Indemnitees as Additional Insureds.
- (j) All insurance coverage available to Contractor and any available proceeds in excess of specified minimum limits shall be available to Company.

7. **LIENS.** Contractor shall be responsible for the satisfaction or payment of any liens for any provider of, among other things, work, labor, material or services claiming by, through or under Contractor. Contractor shall also indemnify, hold harmless and defend the Company Indemnitees against any such liens, including attorneys' fees and costs. Contractor shall not cause, suffer or authorize any lien, claim, or other encumbrance to be filed against the Facility or underlying property in connection with Contractor's Services or the exercise of any right or privilege of Contractor under this Agreement. If Company notifies Contractor that such a lien has been filed against the Facility or underlying property by Contractor or any Contractor performing work at the Facility at Contractor's request, then Contractor shall promptly have the lien bonded or removed and released of record at Contractor's sole cost and expense, no later than ten (10) days after notice thereof.

If Contractor fails to do so, Company has the right to retain out of any payment then due or thereafter to become due, an amount sufficient to discharge the lien and reimburse Company for all of its costs and expenses in connection therewith, including reasonable attorneys' fees and costs. Notwithstanding the foregoing, Contractor shall defend, indemnify and hold harmless Company and all other Company Indemnitees from all such mechanic's or similar liens, claims and encumbrances arising out of Contractor's performance of the Services. Upon request of Company, Contractor shall furnish evidence satisfactory to Company regarding payment of all of Contractor's obligations under this Agreement by supplying Company with appropriate releases of liens executed by all applicable materialmen, suppliers and subcontractors and proof of payment of all Federal, state and local taxes and other required fees. Company reserves the right to check with the materialmen, suppliers and subcontractors to determine the current status of indebtedness, and may, upon reasonable evidence of a claim of non-payment by a subcontractor, supplier or materialman, make checks jointly payable to Contractor and the materialmen, subcontractor or supplier, said sums to be deducted from amounts owing to Contractor. This contractual right of Company to pay Contractor by joint check is solely to protect Company from mechanics' lien rights and shall not be construed to create any rights in third parties against Company, or any obligations of Company to any third parties. Contractor shall furnish from time to time, upon request of Company, an affidavit specifying the names of all materialmen, suppliers and subcontractors furnishing labor, services or materials in connection with the Goods and Services.

8. **WAIVER BY CONTRACTOR.** Contractor agrees that Company shall not be responsible for any loss or damage to any property of Contractor resulting from fire, theft or any other cause unless due to the gross negligence or willful misconduct of Company and, except to the extent expressly provided herein, Contractor expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.

9. **TERMINATION.** This Agreement may be terminated by (i) Company at any time, with or without cause, upon 30 days' written notice to Contractor, (ii) Company immediately upon notice to Contractor if Company determines, in its sole discretion, that Contractor has failed to deliver any of the Goods required by this Agreement, any of the Services performed or to be performed by Contractor are unsatisfactory, or if Contractor fails, refuses or neglects to perform each and every one of the Services to be performed by Contractor under or pursuant to this Agreement or upon the breach by or failure of Contractor to perform any of its obligations or covenants under this Agreement, or (iii) Contractor upon the failure of Company to perform any of its material covenants and conditions hereunder which has not been cured within 30 days following written notice from Contractor to Company, or, if cure is not possible within said 30-day period, if Company has not taken meaningful steps within such time period to cure such default. Further, if the

Management Agreement is terminated, this Agreement shall automatically terminate. Following any termination of this Agreement, Company shall only be required to pay to Contractor any compensation earned by Contractor for any Goods and Services satisfactorily delivered or performed by Contractor prior to the date of such termination.

10. **INDEPENDENT CONTRACTOR STATUS.** Contractor is engaged hereunder as an independent Contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to Contractor, its business affairs and its performance of its duties under or pursuant to this Agreement, including, without limitation, state and federal taxes applicable to this Agreement (including payroll taxes), unemployment insurance and other insurance applicable and necessary with respect to its employees and all of its duties and obligations as an employer. The relationship created by this Agreement is that of independent Contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make Company liable for the debts or obligations of Contractor. No officer, employee, agent, or servant of Contractor shall be deemed at any time to be an employee, servant, or agent of Company for any purpose whatsoever. Contractor shall require all of its personnel to refrain from making any representation by word or conduct whereby any other person might understand or believe that such persons are employees, agents, or servants of Company.

11. **INTELLECTUAL PROPERTY.** Contractor agrees that (i) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights of Company, its affiliates' intellectual property rights or to the Facility or any of the events taking place at the Facility (the "Trademarks"), (ii) ownership of all such Trademarks shall remain the property of Company, its affiliates, or the Trademark owner, as the case may be, and (iii) Contractor will not use any Trademarks under any circumstances without the prior written consent of Company or Trademark owner, which consent Company or Trademark owner may withhold in its sole and absolute discretion.

Contractor hereby irrevocably assigns to Company all of his right, title, and interest in and to the products and results of the Services and all other obligations furnished or rendered by Contractor hereunder of whatever kind and nature, including all audio, audiovisual and photographic materials produced by Contractor in connection herewith, all underlying elements and versions thereof, and all works of authorship of whatever kind and nature contained therein or created in connection therewith (the "Works") created by Contractor pursuant to this Agreement (the "Copyrights"), together with all extensions and renewals of the Copyrights, throughout the world. Contractor represents and warrants to Company that it is the sole author of all Works created pursuant to this Agreement and the sole owner of the Copyrights therein, and that to the extent that it uses any employees or other personnel to provide the Services under Section 1 of this Agreement, such persons will have no interest in and to any of the Copyrights. Contractor agrees to provide to Company, at Company's request, any further and separate assignments of the Copyrights in the Works or other documents, and to take such other and further actions, as may be necessary or useful to confirm, record, or otherwise manifest Company's sole ownership of the Copyrights in the Works. Contractor agrees that any invoice sent to Company pursuant to Exhibit A to this Agreement shall contain no language inconsistent with Company's sole ownership of the Copyrights in the Works. Company shall be deemed for all purposes the author of the Works and shall own all rights, title and interests therein (including, without limitation, all Copyrights and all renewals and extensions thereof) and the exclusive right, throughout the universe in perpetuity, to distribute, perform, exhibit and otherwise use and exploit any and all such rights in any and all media by any and all methods now known or hereafter devised.

12. **CONFIDENTIAL INFORMATION.** During the Term of this Agreement, Contractor and its officers, directors, shareholders, employees, agents, Contractors and representatives may gain access or be exposed to certain confidential and proprietary information relating to the business of Company or its affiliates. Contractor agrees, for itself and its officers, directors, shareholders, employees, agents and representatives, that all such confidential and proprietary information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of Company, which consent may be withheld by Company in its sole and absolute discretion. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the Term of this Agreement and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of proving inadequacy of legal remedies and without proving that Company or any of its affiliates or any of their respective officers, directors, shareholders, partners, employees, agents, Contractors or representatives would suffer irreparable harm as a result of a violation of such confidentiality obligation.

Pursuant to 18 USC § 1833(b), an individual may not be held liable under any criminal or civil federal or state trade secret law for disclosure of a trade secret: (a) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

13. **EFFECT OF AGREEMENT/ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this Agreement may not be assigned by Contractor, nor may any of Contractor's duties hereunder be delegated, without the prior written consent of Company. Notwithstanding

any other term or provision of this Agreement, it is expressly understood and agreed by Contractor that Company shall have the right to designate another entity, including, without limitation, one of its affiliated or related entities, the State of Hawai'i, or HTA, to manage, direct and control the Goods and Services to be provided by Contractor hereunder, and Contractor agrees to fully cooperate with and comply with all directives and directions of any such other entity.

14. **NOTICES.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery or by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed as follows:

Company: Hawaii Convention Center
1801 Kalakaua Avenue
Honolulu, HI 96813
Attention: General Manager

Contractor: **COMPANY**
ADDRESS
Attention: **COMPANY CONTACT**

All notices shall be deemed delivered either upon actual receipt thereof if personally delivered or, if mailed, on the third day following deposit in the United States mails as provided above. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

15. **WAIVER.** No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

16. **CHOICE OF LAW.** The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Hawai'i, without regard to that State's rules with respect to choice of law. Any action at law or in equity shall be brought in a state court of competent jurisdiction in Honolulu, HI.

17. **ENTIRE AGREEMENT / MISC.** This Agreement, including any exhibits and schedules, expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not effect the validity, interpretation or effect of the remainder of this Agreement. This Agreement may not be modified, altered or amended-except by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement. Should either party to this Agreement commence any legal action or proceeding to enforce or interpret any term or provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to collect and recover from the losing party the prevailing party's reasonable attorneys' fees and costs incurred in connection therewith, in addition to any other remedy or damages to which the prevailing party may be entitled or awarded.

18. **DOCUMENTS AND REPORTS.** Company shall have all ownership rights in all written, recorded, photographic, or visual materials, and all computation, sketches, reports, test data, survey results, photographs, renderings, and other materials pertaining to the Goods and Services, whether prepared by Contractor or Contractor's agents, produced in performance of this Agreement (collectively, the "**Documents and Reports**"). To the extent there are any Documents and Reports to which all rights are not deemed to be owned by Company, Contractor hereby assigns and transfers to Company all right, title and interest of Contractor and any of its employees, vendors, subcontractors or any third party engaged by Contractor in connection with the Goods and Services, in all projects and matters which embody all or part of the Documents and Reports. All Documents and Reports shall be for Company's exclusive use and re-use at any time without further compensation to Contractor and without any restrictions. Contractor shall retain no ownership, interest, or title in the Documents and Reports. Contractor shall not use any Documents and Reports for any purposes not necessary to the performance of the Goods and Services without the prior written consent of Company. Contractor agrees to execute such further documents and take such additional actions, which are consistent with the terms of this Agreement, as are necessary or required in order to perfect the rights granted herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the day and year first above written.

CONTRACTOR:

By: _____

Name: _____

Title: _____

COMPANY:

By: _____

Name: _____

Title: _____

Exhibit A

Goods and Services and Compensation

Goods

DESCRIBE

Services

DESCRIBE

Compensation

For full and complete compensation for the Goods and Services, Company shall pay Contractor:

DESCRIBE

SCHEDULE. Time is of the essence.

COMMENCEMENT. Contractor agrees to begin providing the Goods and Services as soon as possible after the execution of this Agreement, and to complete the Goods and Services according to Company's work schedule, as may be amended from time to time.

(i) SUBSTANTIAL COMPLETION. Unless otherwise expressly agreed to in writing, Contractor shall achieve substantial completion of the Goods and Services no later than end of business on **DATE** (the "Substantial Completion Date"). Substantial completion of the Goods and Services shall occur upon Contractor's completion of the Goods and Services in good and workmanlike manner; in compliance with all applicable laws, this Agreement and all plans, specifications, drawings or other supplements concerning the Goods and Services approved in writing by Company; subject only to punch list items which do not impair the use of the improvements constructed as part of the Goods and Services; upon receipt of all applicable governmental approvals and sign-offs permitting the legal use and occupancy of the improvements constructed as part of the Goods and Services; and upon the Contractor causing Facility to be free from all construction debris, materials and other waste, as well as all tools, construction equipment and machinery

(ii) DELAY DAMAGES. Contractor shall not be entitled to monetary or consequential damages of any kind for delay in the project, regardless of cause, however, Contractor shall be responsible to Company for damages resulting from delay caused by Contractor or any of Contractor's subcontractors or materials. Contractor shall pay Company as liquidated damages the amount of revenue lost by Company by reason of failure to provide seating for paid, ticketed guests (the "Liquidated Damages") if Contractor does not complete the Goods and Services by the Substantial Completion Date or Final Completion Date, as applicable.

SUBMITTALS. Contractor shall prepare, review, stamp with approval (or obtain such stamped approval as required) and submit all samples, structural calculations, plans, shop drawings and product data (the "Submittal") as may be directed by Company and shall not perform Goods and Services without approved/stamped Submittals. Contractor shall submit the Submittal to Company prior to commencement of installation.

CHANGES IN THE GOODS AND SERVICES. Contractor shall provide additional Goods and Services only with prior written authorization from Company. Contractor shall not modify the Goods and Services without the prior written authorization of Company. Contractor shall not perform any additional work without express written approval of Company.

EXHIBIT B

HAWAII CONVENTION CENTER

HEALTH & SAFETY PROCEDURES – SECTION 1 – CONTRACTOR POLICY

(See Attached)

SCHEDULE 1

See attached