

TED CONSTANT CONVOCATION CENTER MANAGEMENT SERVICES AGREEMENT

This Convocation Center Management Services Agreement (this "Agreement") is made as of the 29th day of June, 2007, by and between Old Dominion University, an agency of the Commonwealth of Virginia (the "University"), and Global Spectrum, L.P., a Delaware limited partnership ("Manager").

RECITALS

WHEREAS, the University desires to engage Manager to manage and operate the University owned indoor sports, education and entertainment facility in the City of Norfolk, Virginia, known as the Ted Constant Convocation Center (the "Facility"), on behalf and for the benefit of the University, beginning July 1, 2007 (the "Effective Date"), and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

WHEREAS, commencing in the Fall of 2009, the University desires to engage Manager to provide services for the "game day" stadium management and ticketing operations for the University's Division I Football Program at Foreman Field, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein;

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 THE FACILITY

Section 1.1 Description of the Facility. All references to the Facility in this Agreement shall be deemed to include, and Manager's duties hereunder shall cover, the arena, suites, locker rooms, meeting rooms, common areas, lobby areas, executive and other offices, storage and utility facilities, box office, and the entrances, ground, sidewalks and parking areas surrounding the Facility and adjacent thereto, and any additions, improvements, or renovations in and/or to the Facility completed during the Term.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement. (a) University hereby engages Manager during the Term (as defined in Section 4.1 below) to act, beginning on the Effective Date, as the sole and exclusive manager and operator of the Facility, with sole responsibility and control and discretion in the operation, direction, management, maintenance and supervision of the Facility and its staff, and, in connection therewith, to perform the management services described in Section 2.2 below, subject to and as more fully described in this Agreement. Manager hereby accepts such engagement, pursuant to the terms and conditions contained herein.

(b) Manager shall have the right to exercise, or delegate the exercise of, all rights, powers and duties conferred or imposed on Manager in this Agreement, subject only to the limitations expressly set forth in this Agreement and in the previously developed and approved Operations Manual ("Operations Manual"), including any and all revisions thereto, which revisions shall be subject to the review and approval of the University. The parties acknowledge that from time to time,

it may be necessary to change Manager's responsibilities and controls as described in this Agreement and the Operations Manual. Any such changes shall be made by the mutual agreement of the parties, in writing, and shall be made an integral part of this Agreement. The Operations Manual will be maintained as a priority by the Manager as an on-going work in progress document.

(c) As more fully described in Article 10 below, Manager's obligations under this Agreement are contingent upon and subject to the University making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the University or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the University to timely provide such funds. The University shall not be in breach for failure to provide the Manager with funds in a timely manner if such failure is due to Manager's failure to provide the University with timely notice of any projected cash shortfall, as set forth in Section 10.2 below.

Section 2.2 Duties of Manager. Beginning on the Effective Date, Manager's obligations hereunder shall include, but not be limited to, the following obligations, all of which are subject to the terms hereof (including without limitation the terms contained in Section 2.1(c) above) and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facility in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing events, purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, parking, and general user services. The parties acknowledge that the University may itself provide certain services at the Facility. In such event, the costs of such services shall be at standard and customary rates, within the guidelines of the Operating Budget (as defined in Section 9.1).

(b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments.

(c) As agent for the University, procure, negotiate, execute in the University's name, administer and assure compliance with service contracts (including without limitation contracts for ticketing, engineering services, electricity, steam, gas, fuel, maintenance, telephone, staffing personnel including guards and ushers, extermination and other services which are deemed by Manager to be either necessary or useful in operating the Facility), vendor and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements required in the ordinary course of business in operating the Facility. Prior to procuring any such services, Manager shall coordinate with the University to determine if the University already has an established vendor(s) that can provide any or all of the above-referenced services at a favorable cost. Manager shall use reasonable efforts to negotiate and have included in such contracts favorable terms regarding the timing of payments to the University. Manager shall obtain the prior approval of the University (which approval shall not be unreasonably withheld or delayed) before entering into any such contract (i) with Manager's parent, affiliates, or related entities, (ii) with a term longer than the Term, or (iii) which includes a barter or trade arrangement as a material term of the contract.

(d) Require that all material vendors and licensees of the Facility execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee, and provide the University with a copy of all such agreements within thirty

(30) business days of the date such agreement becomes effective, or the date of the event that is the subject of the agreement, as applicable.

(e) Operate and maintain a clean and safe Facility, including the equipment utilized in connection with its operation and any improvements made during the Term, in the condition received, normal wear and tear excepted.

(f) Arrange for and otherwise be pro-active in booking events at the Facility in accordance with a booking schedule to be developed by Manager. Manager must obtain the approval of the University prior to booking events (i) in the categories set forth in Section I of Exhibit A, and (ii) which, in Manager's reasonable discretion, involve special security problems or any financial risk on the part of the University (e.g. co-promoted events). Manager will at no time enter into exclusive event booking contracts without prior approval by the University. Manager agrees that priority will be given to the University's men's and women's basketball teams for games and official practice sessions, as per Exhibit A. Manager further agrees that the default set-up of the Facility after all events at the Facility is the basketball set-up. The parties acknowledge the cost effectiveness of not setting up the Facility for basketball when it isn't necessary to do so due to team travel, vacation periods, or other circumstances and, in furtherance thereof, Manager and the University agree to communicate weekly (or otherwise as is appropriate under the circumstances) to determine the necessity of setting up for basketball after certain events. In an effort to reduce costs, the University agrees to act reasonably and consider in a timely manner any requests by the Manager to not set up the Facility for basketball. Manager will reasonably attempt to pass through costs for the basketball default set-up to outside events scheduled at the Facility whenever possible.

(g) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facility in accordance with Article 7 herein, and conduct staff planning, retention and training programs as determined to be necessary by Manager in its sole discretion.

(h) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the University upon request, in accordance with Section 12.1 below.

(i) Submit to the University, in a timely manner, financial and other reports detailing Manager's activities in connection with the Facility, as set forth in Section 12.2 below.

(j) Prepare a proposed annual operating budget and submit such proposed budget to the University, both in accordance with Article 9 below.

(k) Pay all Operating Expenses (as defined in Section 9.1(b) below) and any other expenses incurred in connection with the operation, maintenance, supervision and management of the Facility from the Facility Operating Account (as defined in Section 11.2 below).

(l) With the prior approval of the University and at the University's sole cost and expense, institute, defend, and settle in good faith any and all legal actions or proceedings concerning the operation of the Facility, including without limitation actions or proceedings to collect charges, rentals or other income generated by the Facility and due to the University, or to cancel or terminate any agreement pertaining to the Facility, pursuant to the terms thereof, for the breach or default thereunder by the other party.

(m) Secure, or assist the University (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facility for the specific events to be held therein, and for the general occupancy of the Facility, excluding all food and liquor licenses, and renewals thereof, which will continue to be maintained and managed by ARAMARK Educational Services, Incorporated. The University shall cooperate in this process to the extent reasonably required, and any costs associated with this process shall be an operating expense of the Facility, payable by the University.

(n) Collect, deposit and hold in escrow in the Event Operating Account (as defined in Section 11.1 below) any ticket sale revenues which it receives in the contemplation of or arising from any Non-University event until the completion of such event, as more fully described in Section 11.1 below. With respect to any University events, such procedures shall be mutually agreed upon in advance in writing.

(o) Collect in a timely manner and deposit in the Facility Operating Account all Revenue (as such terms are defined in Section 11.2 below).

(p) Pay as an operating expense from the Facility Operating Account any and all applicable governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the University at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), and (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility (collectively, "Taxes").

(q) Establish and maintain an ongoing relationship with various local boards and committees and departments of the Convention and Visitors Bureaus within the Hampton Roads area, as reasonably requested by the University from time to time, including fire, police, rescue and other appropriate public safety organizations.

(r) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facility. Manager further agrees to support and assist the University Athletic Department's efforts to promote the University basketball teams and the Facility.

(s) Plan, prepare, coordinate, implement, communicate and supervise all plans for events at the Facility. The parties agree that a weekly event planning meeting shall be scheduled, at which the General Manager or his designee shall meet with appropriate University department heads, University officials, contract services personnel, and other appropriate personnel to plan and coordinate all Facility events. Manager and the University acknowledge that from time to time it may be necessary to schedule such meetings more than once per week.

(t) Meet with the Facility Advisory Committee from time to time, as reasonably requested by the University, on dates mutually agreeable to the parties.

(u) Prepare, maintain and implement on a regular basis, subject to the University's approval, a marketing plan for the advertising and promotion of the Facility and Facility events, which may contain but not be limited to the following elements: (i) market research, (ii) market

position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x) advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (x) incentive formulas for multiple event presenters, (xi) suite and club seat sales, (xii) merchandising and retail, (xiii) food and beverage, (xiv) a plan regarding national, regional and local public relations and media relations, (xv) development of an in-house advertising agency, and (xvi) policies regarding the use of trade/barter.

(v) Use reasonable efforts to sell, license, or otherwise grant the naming rights to some or all of the Facility on commercially viable terms and conditions as it shall determine, provided that the prior approval of the University must be obtained prior to making any contact, formally entering into negotiations, or entering into any agreement, to sell, license, or otherwise grant such naming rights.

(w) Purchase, on behalf of the University, with University funds, and maintain during the Term, all budgeted and University materials, tools, machinery, equipment and supplies necessary for the operation of the Facility.

(x) Manage risk management and Facility insurance needs, as more fully described in Article 16 below.

(y) Make all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the University, shall be deemed the property of the University.

(z) Cause such other acts and things to be done in and about the Facility as determined by Manager in its reasonable discretion to be necessary for the operation, control, supervision, direction and maintenance of the Facility.

Section 2.3 Additional Obligations of Manager.

(a) In addition to the obligations of Manager set forth above, and subject to the terms set forth in the remainder of this Section 2.3, Manager agrees, upon request by the University at any time after the Effective Date, to advance (i) up to \$50,000 to the University to assist the University's Athletic Department in securing "special" basketball opponents (e.g. Division I schools with nationally recognized basketball programs) ("Special Opponents"), and (ii) up to \$100,000 to solicit special events (e.g. concerts and other attractions other than basketball games played by University teams) ("Special Events") at the Facility in partnership with the University, provided that the University advances for such purpose an amount equal to the amount Manager advances under this subsection (ii).

(b) Prior to Manager advancing any funds pursuant to Section 2.3(a), Manager and the University shall mutually agree on the Special Opponents and/or the Special Events for which such funds are to be advanced. Manager shall be entitled to recover any sums advanced to secure Special Opponents from the "first dollars" generated from the games against such Special Opponents for which funds were advanced (the "Special Opponent Games"), and to recover any sums advanced to solicit Special Events from the net proceeds generated by the Special Events for which funds were advanced. In the event any such Special Opponent Game does not generate sufficient revenues to reimburse Manager

for its advances made to secure Special Opponents, Manager shall be entitled to the “first dollars” generated from the next Special Opponent Game (or, if necessary, Special Opponent Games) played at the Facility until all such advances are reimbursed to Manager. In the event any such Special Event does not generate sufficient revenues to reimburse Manager for its advances made to solicit Special Events, Manager shall be entitled to the net proceeds from the next Special Event (or, if necessary, Special Events) at the Facility which are co-promoted by Manager and the University or are promoted in-house, until all such advances are reimbursed to Manager. In the event any advances made by Manager hereunder are not recovered by Manager by the expiration or termination of this Agreement, the University shall pay Manager such unrecovered amount within thirty (30) days of such termination or expiration.

(c) Beginning with the 2009 University football season, Manager agrees to manage the staffing and ticketing operations for the University’s Division I football home games at Foreman Field (“Football Games”). Manager shall not be entitled to any additional compensation for its provision of such services, but the parties specifically agree that Net Ticket Revenue (as defined in Section 3.1(b) below) shall include ticket revenue from the sale of tickets to the Football Games. The exact nature of services to be provided by Manager under this paragraph shall be mutually agreed upon by the parties prior to the start of the 2009 University football season.

Section 2.4 Commercial Rights. Notwithstanding anything to the contrary contained herein, the parties specifically agree that Manager shall have no right, obligation or liability under this Agreement to market or sell any Facility advertising signage (including scoreboard signage, courtside signage and concourse signage), sponsorships, premium seating (i.e., suite and club seats) related to University events, naming rights or pouring rights (collectively, the “University Commercial Rights”), nor for invoicing, reporting, or accounting for any revenue associated with the sale of the University Commercial Rights. Rather, the University Athletic Department or other University officials, as described on Exhibit B, shall be solely responsible for selling, invoicing, accounting for and reporting the University Commercial Rights and revenue associated therewith. Manager shall, however, have the right and obligation to sell tickets to the suites and club seats for Non-University events, and for administering any commercial rights agreements entered into by the University Athletic Department or other party to the extent they apply to the Facility and the terms of which have been made known to Manager.

Section 2.5 Compliance With Laws. In connection with Manager’s performance of its duties hereunder, Manager shall comply with all applicable statutes, ordinances, laws, rules, regulations and requirements under Federal, State, University and other local authorities having jurisdiction with respect to the use or manner of use of the Facility.

ARTICLE 3 COMPENSATION

Section 3.1 Management Fees.

(a) Guaranteed Base Management Fee. As consideration for the performance of Manager’s obligations hereunder, the University shall pay Manager a guaranteed annual management fee (“Guaranteed Management Fee”), which, for the first Operating Year (as defined in Section 4.1 below) of this Agreement, shall be One Hundred Fifty Thousand Dollars (\$150,000). The Guaranteed Management Fee shall be payable to Manager in advance, in equal monthly installments of Twelve Thousand Five Hundred Dollars (\$12,500), beginning on the Effective Date, and payable on the first (1st) day of each month thereafter. The Guaranteed Management Fee shall be increased annually, as applicable, in

accordance with the percentage increase in the Consumer Price Index (CPI) for All Urban Consumers (CPI-U), All U.S. Items, for base period 1982-84=100, for the previous twelve (12) month period, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor index. The Guaranteed Management Fee shall be payable as an operating expense of the Facility, and Manager shall be entitled to pay itself such amount from the Facility Operating Account.

(b) Deferred Base Management Fee. In addition to amounts set forth above, in each Operating Year in which Manager achieves One Hundred Eighty Thousand Dollars (\$180,000) in "Net Ticketing Revenue", the University will pay in a "lump sum" to Manager, a fixed amount equal to Sixty Thousand Dollars (\$60,000) for such year (the "Deferred Management Fee"). The Deferred Management Fee, if and when achieved, shall be due and payable in full to Manager within ninety (90) days following confirmation of "Net Ticketing Revenue" threshold being met or exceeded. For purposes of this Agreement, "Net Ticketing Revenue" shall mean all revenue to the Facility from the agreement with the Facility's ticketing vendor, including without limitation ticket rebates, convenience fees, mail order fees and advertising fees.

(c) Incentive Fee. In addition to the Guaranteed Management Fee and the Deferred Management Fee (collectively, the "Total Base Management Fee"), Manager shall be entitled to receive an annual incentive fee ("Incentive Fee"). The Incentive Fee shall be equal to fifty percent (50%) of Net Ticket Revenue in excess of Two Hundred Thousand Dollars (\$200,000) in each Operating Year. Notwithstanding anything to the contrary contained herein, in no event shall the Incentive Fee for any Operating Year exceed twenty percent (20%) of the total compensation payable to Manager under this Agreement in any Operating Year.

ARTICLE 4 TERM; TERMINATION

Section 4.1 Term. The initial term ("Initial Term") of this Agreement shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on June 30, 2014. The University shall have the sole right to extend the Initial Term for three (3) additional one-year periods commencing at the end of the Initial Term, by providing notice at least ninety (90) days in advance of the end of the then current term (the Initial Term, together with any such renewal periods, is referred to herein as the "Term"). Each twelve (12) month period of time during the Term commencing on the Effective Date and continuing on the anniversary of such date, shall be referred to herein as an "Operating Year".

Section 4.2 Termination.

(a) This Agreement may be terminated (i) by either party upon sixty (60) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during the first thirty (30) days of such sixty (60) day notification period, or (ii) by either party immediately by written notice upon the other party being adjudged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing. In the event of a dispute between the parties as to what constitutes failure to

comply with any of the material terms, covenants, agreements or conditions hereof for the purposes of terminating pursuant to Section subsection (ii) above, the parties agree to meet with each other within the first 30 days of the 60 day notification period to attempt to resolve the dispute, and to act reasonably and in good faith in connection with attempting to resolve such dispute.

(b) In the event this Agreement expires or is terminated prior to the end of the Term, the University shall promptly pay Manager all fees due Manager up to the date of termination or expiration, including the Total Base Management Fee and the Incentive Fee, as applicable, for the Operating Year in which this Agreement expires or is terminated, computed on a pro-rata basis (if applicable), and also as applicable, reimbursement of verified and agreed to expenses incurred by Manager up to the date of termination, in accordance with the terms hereof.

(c) Upon termination or expiration of this Agreement for any reason, Manager shall (i) promptly discontinue the performance of all services hereunder, and (ii) deliver or otherwise make available to the University all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, unless such information constitutes proprietary or confidential information of Manager, as determined by Manager in its reasonable discretion. With respect to any such use of proprietary or confidential information of Manager, Manager shall advise the University in advance of the general nature of such information and shall provide the University with an explanation of why it reasonably considers the information to be proprietary. Additionally, Manager agrees to notify the University prior to its use of such proprietary or confidential information (describing only the general nature of such information), and the University reserves the right to approve such use.

ARTICLE 5 OWNERSHIP

Section 5.1 Ownership of the Facility and Related Property. The University will at all times retain ownership of the Facility, including but not limited to real estate, technical and office equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facility. All assets purchased with Facility operating revenues or with any other University funds shall remain the property of the University, and shall be returned to the University when no longer needed by Manager to perform under this Agreement. The University shall own all data and other electronic files generated by Manager in connection with its operation of the Facility during the Term, unless such information constitutes proprietary or confidential information of Manager, as determined by Manager in its reasonable discretion. Notwithstanding anything stated herein to the contrary, any proprietary property, systems, computer software developed or otherwise owned by Manager in connection with performance of its obligations hereunder shall remain the sole property of Manager. The parties agree that no proprietary computer software developed or otherwise owned by Manager shall be used in the operation of the Facility without the prior approval of the University.

Section 5.2 Observance of Agreements. The University agrees to pay, keep, observe and perform all payments, terms, covenants, conditions, and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the University is bound in connection with its ownership of the Facility.

ARTICLE 6
USE OF THE FACILITY

Section 6.1 Right of Possession. The University hereby gives Manager the right to be in possession of the Facility, and Manager accepts such right of possession, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. The University shall provide Manager with office space in the Facility consistent with that previously provided, and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement.

Section 6.2 Use by the University. The University shall be guaranteed up to four (4) “rent free” events per year, with the designation of said events to be mutually determined by the Constant Convocation Center Policy Group (CCCPG), the University’s Contract Administrator for this contract, and Global Spectrum’s General Manager, subject to Facility availability. Additionally, and subject to availability of the arena and the multi-purpose hall, the University shall have the right to use the Facility or any part thereof for a discounted rental or use fee, provided that the University shall promptly reimburse Manager for any direct out-of-pocket expenses incurred by Manager in connection with such use. University use of the Facility shall not compete with, nor conflict with, paying events booked (either contractually or just being held) by Manager in accordance with Section 2.2(f) above, and shall be booked in advance upon reasonable notice to Manager. Upon request of the University, Manager shall provide to the University a list of available dates for University use of the Facility. Notwithstanding the foregoing, Manager may request to preempt a previously booked University event in order to present a more profitable event, and the University shall grant such request, provided that Manager can rebook the preempted event on a date reasonably agreeable to the University. Notwithstanding the above, the University’s men’s and women’s basketball game and practice schedule will take priority over all other events to be scheduled as per procedures established in the Operations Manual and outlined in Exhibit A.

ARTICLE 7
PERSONNEL

Section 7.1 Generally.

(a) All personnel engaged or hired by Manager at the Facility shall be employees, agents or independent contractors of Manager (or a subsidiary or affiliate thereof), and not of the University. Manager shall select the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. University shall have no right to supervise or direct the hiring or firing of any such personnel but, in the event that the University notifies Manager that it desires the removal from the Facility of any Manager employee and sets forth in such notice the specific reasons for such request, Manager agrees to meet with representatives of the University to discuss the matter. Any decision to remove the individual shall be made by Manager, but in making such decision Manager agrees to act reasonably and take into account the views expressed by the University.

(b) All personnel engaged or hired by the University at the Facility shall be employees, agents or independent contractors of the University, and not of the Manager. Manager shall, however, be responsible for supervising (but not directing) such personnel at the Facility. The University shall cause all such personnel to comply with all rules and regulations of Manager, and the University

agrees, at the request of Manager, to remove any such personnel who has failed to comply with such rules and regulations.

Section 7.2 General Manager. Manager's General Manager will serve as a full-time on-site general manager of the Facility (unless changes are warranted and agreed to by the University), and will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility. In the event the current General Manager ceases to be employed by Manager at the Facility for any reason, Manager may, without the prior approval of the University, appoint an interim general manager, provided that Manager shall use its best efforts to promptly recommend a permanent replacement, who shall only be appointed with the University's prior approval.

Section 7.3 University's Right to Approve the Hiring of Certain Personnel. In addition to obtaining the prior approval of the University for the hiring of any replacement General Manager (as set forth in Section 7.2 above), Manager shall obtain the University's approval (which approval shall not be unreasonably withheld or delayed) prior to hiring Manager's recommended candidates for the positions of Sales and Marketing Director, Box Office Manager, and Director of Operations at the Facility.

Section 7.4 Non-Solicitation. During the Term and for a period of one (1) year after the end of the Term, neither party shall, without the prior written consent of the other party, solicit for employment, or encourage to cease rendering services to such other party, any employee or agent of such other party with whom Manager or the University, as applicable, has had dealings with by virtue of the engagement of Manager hereunder. In the event of a breach of this Section 7.4 with respect to any employee or agent of the parties, the breaching party shall pay the non-breaching party as liquidated damages an amount equal to one year's salary and benefits for such employee or agent. The parties agree that such amount is an estimate of the actual damages the non-breaching party will suffer as a result of a breach of this Section 7.4, and shall be deemed to constitute liquidated damages and not a penalty of any kind. Additionally, in the event of a breach, the non-breaching party will be entitled to any other rights and remedies which such party may have at law or in equity.

ARTICLE 8 INVENTORY

Section 8.1 Generally. Prior to or promptly following the Effective Date, Manager shall cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facility, and shall deliver a written report of the foregoing to the University. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify the University of such damage or loss. Notwithstanding anything to the contrary contained herein, the parties agree that Manager shall have no liability for such damage or loss, unless such damage or loss is caused by the sole negligence of Manager.

ARTICLE 9 OPERATING BUDGET

Section 9.1 Establishment of Operating Budget.

(a) Manager agrees that prior to each Operating Year in respect of such year, it will prepare and submit to the University a line item budget for the Facility (as approved by the

University pursuant to Section 9.2, the “Operating Budget”). Each annual Operating Budget shall include, at a minimum, a projected income and expense statement and projected year-end balance sheet and statement of projected sources and applications of funds. Additionally, each annual Operating Budget shall include but not be limited to the following projections, presented on a monthly and annual basis: (a) gross revenues, (b) operating expenses, and (c) cash flow budget, and shall include appropriate back-up detail regarding events, attendance, and other relevant event-related financial information. The Operating Budget shall serve as an estimate of expected revenue and expenses for the Facility. The University agrees to provide Manager with all information in its possession necessary to enable Manager to prepare the Operating Budget. The parties agree that the operating expenses of the Facility shall not include Capital Expenditures (as defined in Article 13), and debt service.

(b) The projected expenses in each annual Operating Budget (“Operating Expenses”) shall include, but not be limited to, the following expenses on a line item basis, all of which shall be payable by the University pursuant to the terms hereof: (i) employee payroll, benefits, relocation costs, bonus and related costs, (ii) cost of operating supplies (including general office supplies), (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Guaranteed Management Fee, (viii) Taxes, (ix) printing and stationary costs, (x) postage and freight costs, (xi) equipment rental costs, (xii) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements, (xiii) security expenses, (xiv) telephone and communication charges, (xv) travel and related expenses of Manager employees, (xvi) cost of employee uniforms and identification, (xvii) exterminator, snow and trash removal costs, if applicable (xviii) computer, software, hardware and training costs, (xix) parking expenses, (xx) utility expenses, (xxi) office expenses, (xxii) audit, accounting and legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, liability, and worker’s compensation insurance, (xxiv) expenses relating to merchandising and concessions (e.g. commissions and all other fees payable to third parties performing such services), if applicable, (xxv) the Incentive Fee, (xxvi) expenses incurred by Manager in connection with the administration or servicing of any University Commercial Rights.

Section 9.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of the University, which approval shall not be unreasonably withheld or delayed. In order for the University to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to the University such reasonable financial information relating to the Facility as may be requested by the University from time to time, and, in the event the University reasonably requests any meeting with Manager to discuss budget related issues, Manager shall ensure that its representative(s) are present at such meeting. If extraordinary events occur during any Operating Year which could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval or denial by the University.

Section 9.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facility in accordance with the Operating Budget, but shall have no liability for failing to achieve such estimated amounts. Without the prior consent of the University, Manager shall not exceed, commit or contract to expend any sums in excess of the aggregate amounts allowed in the Operating Budget or otherwise approved by Manager, except as specifically set forth herein. Manager agrees to report in writing to the University any significant change or variance in the Operating Budget, and any change to the total costs (as opposed to any particular line item cost) from that provided for in the Operating Budget.

ARTICLE 10
FUNDING

Section 10.1 Source of Funding. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facility from the funds in the Facility Operating Account, which Manager may access periodically for this purpose. To ensure sufficient funds are available in the Facility Operating Account, at the beginning of each Operating Year the University will cause the University Athletics Department to fund the Facility Operating Account with the amount of \$889,250 (subject to increase if approved by the University as part of the annual budget process), per the funding agreement attached hereto as Exhibit B.

Section 10.2 Failure to Provide Funds. As set forth above, all amounts reasonably required by Manager for the operation and maintenance of the Facility shall be generated by the operation of the Facility, or otherwise made available by the University. If, at any time, such funds are not available or projected not to be available in the Facility Operating Account, Manager agrees to promptly inform the University in writing of any projected shortfall. To the extent Manager is unable to perform under this Agreement due to the fact that sufficient funds are not generated by the operation of the Facility or otherwise made available by the University in a timely manner, Manager will not be considered in breach or default of this Agreement.

Section 10.3 Advancement of Funds. Under no circumstances shall Manager be required to pay for or advance any of its own funds in connection with the performance of its obligations hereunder. Notwithstanding the foregoing, if Manager at any time advances Manager's own funds in connection with the performance of any of its obligations hereunder, Manager shall first obtain the University's approval for such advancement, and the University shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at a rate to be mutually agreed upon.

ARTICLE 11
PROCEDURE FOR HANDLING INCOME

Section 11.1 Event Operating Account. Manager shall deposit as soon as practicable following receipt, in an interest-bearing account in a local qualified public depository to be designated by the University in writing ("Event Operating Account"), all revenue received from ticket sales and similar event-related revenues which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the University and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds in the Event Operating Account into the Facility Operating Account. Interest accrued on amounts in the Event Operating Account shall be part of the Facility operating income and shall be transferred to the Facility Operating Account, unless Manager is required to pay such interest to the promoter of an event pursuant to its respective license agreement with the promoter. Bank service charges, if any, on such account(s) shall be deducted from interest earned.

Section 11.2 Facility Operating Account. Except as provided in Section 11.1, all Revenue derived from operation of the Facility shall be deposited by Manager into an interest-bearing account in a local qualified public depository to be designated by the University in writing ("Facility Operating Account") as soon as practicable upon receipt (but not less often than once each business day, and in any event within one (1) business day of receipt). As provided in Section 10.1, Manager shall have

the right to withdraw and use the funds in the Facility Operating Account to pay the Facility Operating Expenses. "Revenue" shall mean all revenues generated by Manager's operation of the Facility, including but not limited to event ticket proceeds income, gross premium seat income from Non-University events, rental income, merchandise income, concessionaire income, equipment rental fees, box office income, miscellaneous operating income, parking income, leasing income, and food sales income, but shall not include monies collected (or to be collected) for the benefit of and paid to third parties (for example, event promoters), the Investment (as defined in Section 13.3), and any advances made to the University pursuant to Section 2.3(a) or (b) above, or revenue from the sale of University Commercial Rights.

Section 11.3 Authorized Signatories. The Facility Operating Account, Event Operating Account, and any other account established hereunder or in the Operations Manual shall be in the University's name and have two authorized University signatories, provided that Manager shall have access to such accounts in order to perform its duties under this Agreement. Manager shall designate up to four (4) Manager employees (President, Controller, on-site General Manager, and on-site Business Manager) to be authorized signatories on such accounts.

Section 11.4 Bank Statements. Manager shall submit to the University, or shall cause the applicable public depository utilized by Manager to submit to the University, on a monthly basis, copies of all bank statements concerning the Event Operating Account and the Facility Operating Account.

Section 11.5 Cash Control. As further described in the Operations Manual, it is the intent of the parties to employ strict cash control methods with respect to Facility operations through a combination of rigid accounting procedures and internal audit tests, as well as an annual audit by an independent public accounting firm as set forth in Section 12.3 below. As described in the Operations Manual in detail, (a) payrolls shall be processed through a separate bank account in the name of Manager, reconciled monthly and tested via internal audit procedures, (b) each event at the Facility shall be accounted for using an event accounting system, with budgets and final reports prepared for each event, and reimbursable expenses for each event coded for accurate accumulation to ensure all applicable costs are paid by the users of the Facility, (c) users of the Facility shall be required to make advance deposits to cover rentals and estimated costs, in an effort to minimize collection efforts, and (d) Manager shall check credit references of any new or questionable users of the Facility.

ARTICLE 12 FISCAL RESPONSIBILITY; REPORTING

Section 12.1 Records. Manager agrees to keep and maintain, at its office in the Facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facility. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. The University or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 12.2 Monthly Financial Reports. Manager agrees to provide to the University, within thirty (30) days after the end of each month following the Effective Date, financial reports for the Facility including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager agrees to provide to the University a summary of bookings

for each such month, and separate cash receipts and disbursements reports for each event held at the Facility during such month. Manager agrees to meet with University personnel from time to time to answer the University's questions, if any, relating to the operation of the Facility and the financial reports provided by Manager. Furthermore, Manager will promptly upon request by the University provide information on the Event Operating Account, Facility Operating Account and any other accounts maintained in connection with this Agreement.

Section 12.3 Audit. Manager agrees to provide to the University, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Facility. Costs associated with obtaining such certified audit report shall be an operating expense of the Facility, payable by the University. Manager shall utilize an external auditor of national or regional recognition approved by the University to conduct such audit, which shall be conducted in accordance with generally accepted auditing standards. A letter from such accounting firm expressing its opinion as to the effectiveness of internal controls and a management letter will accompany the audit report. At the option of the University and at its expense, additional audits may be performed from time to time.

Section 12.4 Additional Statements and Reports. In the event the University reasonably requests from time to time additional financial forecasts or statistical reports with respect to the Facility, Manager agrees to use reasonable efforts to promptly provide such reports. Any costs of Manager associated with the preparation or provision of such reports shall be included as an Operating Expense of the Facility, payable by the University.

ARTICLE 13 CAPITAL IMPROVEMENTS

Section 13.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to the University, provide to the University a schedule of capital improvements necessary at the Facility and requiring a Capital Expenditure (as defined below), including written justification and back-up support showing the necessity of such improvements, for the purpose of allowing the University to consider for inclusion such projects in its budget for the ensuing year and to prepare and update a long-range capital expenditure budget. For purposes of this paragraph, "Capital Expenditures" shall mean all expenditures for any building additions, alterations, or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, in excess of five (5) years.

Section 13.2 Responsibility for Capital Expenditures. The University shall be solely responsible for all Capital Expenditures at the Facility; provided, however, the University shall be under no obligation to make such Capital Expenditures. Manager's failure to list particular items or projects in the schedule referenced in Section 13.1 above shall not be deemed a waiver of University's responsibility to make such Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right to make Capital Expenditures at the Facility for Emergency Repairs (defined as the repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or property), and shall be promptly reimbursed by the University for any such expenditures.

Section 13.3 Investment for Capital Improvements, Modifications and/or FF&E.

Manager agrees to provide to the University, at the request of the University any time after the Effective Date, Three Hundred Thousand Dollars (\$300,000) (the "Investment"). The University must use the Investment for the purpose of making capital improvements or modifications, and/or purchasing furniture, fixtures and equipment at the Facility, specifically for but not limited to, upgrades to the Facility's "club level" and/or technology. The Investment shall be evidenced by a standard and customary promissory note and shall be secured by a general lien upon and security interest in such improvements, modifications, furniture, fixtures and equipment. The Investment shall be "interest free", and amortized using a straight-line method over the Initial Term plus the three additional one (1) year extensions (10 years total). Upon termination of this Agreement for any reason whatsoever prior to the end of the ten (10) year period, including by virtue of the fact that the University failed to exercise any of its one-year rights of extension, the University shall pay to Manager the unamortized amount of the Investment. The Investment shall not be included as Revenue to be deposited into the Facility Operating Account, but rather shall be deposited into a separate account, unless otherwise agreed to and stipulated by Manager and University.

Section 13.4 Payment for Capital Improvements, Modifications and/or FF&E.

The University may, at its own discretion, choose to use Manager to facilitate the necessary "service delivery" and payment of same for any or all capital improvements, modifications and/or FF&E that may be required for the Facility. Should this occur, the University shall provide to the Manager for deposit in to the Facility Operating Account, sufficient funds to cover the anticipated costs for the required capital improvements, modifications and/or FF&E. Additionally, the University will identify the prime contractors and/or subcontractors that will provide the necessary services. Manager agrees to facilitate the necessary processes for these types of requests without charging the University any additional administrative, handling, and/or management fees.

ARTICLE 14

AGREEMENT MONITORING AND GENERAL MANAGER

Section 14.1 University Contract Administrator. The University shall monitor Manager's compliance with the terms of this Agreement through the "University Contract Administrator", who shall be Sue Mitchell, Acting Assistant Vice President, Auxiliary Services, or her designee (to be noticed to Manager in writing). Any and all references in this Agreement requiring University participation or approval shall mean the participation or approval of the University Contract Administrator. The University Contract Administrator shall be the liaison between Manager and the University on all matters relating to this Agreement, shall ensure that any information supplied by Manager is properly distributed to the appropriate University Departments, and shall be responsible for the monitoring and assessment of contract compliance by Manager.

Section 14.2 Manager Representative. Manager shall monitor the parties' compliance with the terms of this Agreement through the "Manager Designee". The Manager Designee at present is Frank Russo (subject to change by written notice to the University). Such Manager Designee shall be the day-to-day liaison between the University and Manager on all matters relating to this Agreement.

ARTICLE 15

INDEMNIFICATION; REIMBURSEMENT

Section 15.1 Indemnification by Manager. Manager agrees to indemnify and hold harmless the University and its agents, servants and employees against any claims, causes of action, costs,

expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein.

Section 15.2 Insurance; Reimbursement by the University. The University agrees to provide insurance and/or reimburse Manager, its parents, subsidiaries and affiliates, and their respective successors and assigns, and all agents, employees, directors and officers of the foregoing, against any Losses suffered by such parties, arising out of or in connection with (a) any negligent act or omission, or intentional misconduct, on the part of the University or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by the University of any of its representations, covenants or agreements made herein, or (c) the performance by Manager of its duties hereunder, other than Losses for which Manager is obligated to indemnify the University, pursuant to Section 15.1 above. The insurance policy provided by the University under this Section shall name Manager as additional insured.

Section 15.3 Conditions to Indemnification / Reimbursement. The obligations and liabilities of Manager under Section 15.1, and of the University under Section 15.2 will be subject to the following terms and conditions:

(a) Each party seeking indemnification or reimbursement (the "Indemnified or Reimbursed Party") shall give prompt written notice ("Claim Notice") to the other party of each claim for indemnification or reimbursement under this Agreement, specifying the amount and nature of any such claim. In the event of any claim for indemnification or reimbursement hereunder resulting from or in connection with any claim or legal proceedings by a third party, such notice shall specify, if known, the amount or an estimate of the amount of liability arising therefrom. The Indemnified or Reimbursed Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification or reimbursement hereunder without the prior written consent of the Indemnifying or Reimbursing Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if suit shall have been instituted against the Indemnified or Reimbursed Party and the Indemnifying or Reimbursing Party shall not have taken control of such suit after notification thereof as provided in Section 15.3(b) hereof, the Indemnified or Reimbursed Party shall have the right to settle or compromise such claim upon giving notice to the Indemnifying or Reimbursing Party, as provided in Section 15.3(b) hereof.

(b) In connection with any claim which may give rise to indemnity or reimbursement hereunder resulting from or arising out of any third party claim or legal proceeding, the Indemnifying or Reimbursing Party, at its sole cost and expense may, upon written notice to the Indemnified or Reimbursed Party, assume the defense of any such claim or legal proceeding if the Indemnifying or Reimbursing Party acknowledges to the Indemnified or Reimbursed Party in writing the obligation of the Indemnifying or Reimbursing Party to indemnify the Indemnified or Reimbursed Party with respect to all elements of such claim. If the Indemnifying or Reimbursing Party assumes the defense of any such claim or legal proceeding, the Indemnifying or Reimbursing Party shall select counsel reasonably acceptable to the Indemnified or Reimbursed Party to conduct the defense of such claim or legal proceeding and at the sole cost and expense of the Indemnifying or Reimbursing Party shall take all steps necessary in the defense or settlement thereof. The Indemnifying or Reimbursing Party shall not consent to a settlement of, or the entry of any judgment arising from, any such claim or legal proceeding, without the prior written consent of the Indemnified or Reimbursed Party. The Indemnified or

Reimbursed Party shall be entitled to participate in (but not control) the defense of any such action, with its own counsel and at its own expense. If the Indemnifying or Reimbursing Party does not assume the defense of any such claim or litigation resulting therefrom within fifteen (15) days after the date of the Claim Notice:

(i) the Indemnified or Reimbursed Party may defend against such claim or litigation in such manner as it may deem appropriate, including, but not limited to, settling such claim or litigation, after giving notice of the same to the Indemnifying or Reimbursing Party, on such terms as the Indemnified or Reimbursed Party may reasonably deem appropriate, and all costs of litigation incurred by the Indemnified or Reimbursed Party shall be included in the calculation of the Losses of the Indemnified or Reimbursed Party which are the subject of such claim or litigation; and

(ii) the Indemnifying or Reimbursing Party shall be entitled to participate in (but not control) the defense of such action, with its counsel and at its own expense. The Indemnifying or Reimbursing Party thereafter shall have no right to question the manner in which the Indemnified or Reimbursed Party defended such third party claim or the amount or nature of any such settlement.

Section 15.4 Survival. The obligations of the parties contained in this Article 15 shall survive the termination or expiration of this Agreement.

ARTICLE 16 INSURANCE; BONDS

Section 16.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit C, attached hereto, and shall provide to the University promptly following the Effective Date a certificate or certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the University. Each insurance policy shall include a requirement that the insurer provide Manager and the University at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an operating expense of the Facility, payable by the University.

Section 16.2 Rating; Additional Insureds. All insurance policies shall be rated no less than A VIII in the most recent "Bests" insurance guide, shall be issued by insurance companies licensed in the Commonwealth of Virginia or as otherwise agreed by the parties, and shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name University as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the University. Manager shall require that all users of the Facility, including without limitation licensees, ushers, security personnel and concessionaires, provide to the University and to Manager certificates of insurance evidencing insurance appropriate for the types of activities such user is engaged in. If Manager subcontracts any of its obligations under this Agreement, Manager shall either: (a) cover all subcontractors under its policies of insurance, or (b) require each subcontractor not so covered to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and the University as additional insureds.

Section 16.3 Bonds. Those employees of Manager who have access to or are responsible for the funds generated under this Agreement shall be bonded by a fidelity bond in form and amount as set forth on Exhibit C.

ARTICLE 17 COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

Section 17.1 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

ARTICLE 18 NAME AND LOGOS

Section 18.1 Use of University and Facility Names and Logos. Manager and its affiliates shall have the right to use the University and Facility names and logos in the normal course of business and for the purpose of promoting the Facility. In connection therewith, Manager may use such names and logos on its letterhead, the uniforms of personnel at the Facility, business cards and forms, brochures for the Facility, advertisements for the Facility, in print and electronic media, and on its web site. Manager agrees that it shall not, without the prior approval of the University, license or otherwise grant use of the University and Facility names and logos (i) to any third party vendors, suppliers or service providers of Manager or the Facility, or (ii) to any third party to be used on any novelties or merchandise.

ARTICLE 19 SCHOLARSHIP FUND

Section 19.1 Generally. Manager agrees to establish and provide annually a scholarship fund of \$2,500 that will be open to student interns and part-time employees at the Facility, and their spouses. The terms governing the provision of such fund, including the criteria for determining the recipient of the fund and the eligibility requirements, shall be mutually agreed upon by the parties following the date hereof.

ARTICLE 21 MISCELLANEOUS

Section 21.1 Force Majeure. Except as otherwise provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion occurring at the Facility, or (b) by law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war or governmental law and regulation, or (c) labor dispute which results in a strike or work stoppage affecting the Facility or services described in this Agreement.

Section 22.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; however, Manager may, without the prior written consent of the University, assign this Agreement to an affiliate,

parent or subsidiary of Manager where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to University. Any purported assignment in contravention of this Section shall be void.

Section 22.3 Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 22.4 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

Section 22.5 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 22.6 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the University:

Old Dominion University
Sue Mitchell
Acting Assistant VP, Auxiliary Services
University Webb Center
Norfolk, Virginia 23529

If to Manager:

Global Spectrum, L.P.
3601 S. Broad Street
Philadelphia, Pennsylvania 19148
Attn: Chief Operating Officer

With a copy to:

Old Dominion University
Harry R. Smithson, Jr., CPPO
4401 Powhatan Avenue, Suite 111
Norfolk, Virginia 23529

With a copy to:

Philip I. Weinberg, Esquire
Comcast Spectacor, L.P.
3601 South Broad Street
Philadelphia, Pennsylvania 19148 5290

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 22.7 Prior Agreements. The following documents shall constitute an integral part of this Agreement, but only to the extent not inconsistent with this Agreement (including Operations Manual and the exhibits and schedules referenced herein): (i) University Request for Proposal, dated December 15, 2006, (ii) Manager's Response to University's Request for Proposal, submitted to the University on February 1, 2007, and (iii) Response to the University's Questions and Comments, dated March 21, 2007 (items in (i), (ii) and (iii) are referred to herein as the "Correspondence"). In the event of

any inconsistencies among this Agreement (including the exhibits and schedules referenced herein), the Operations Manual, and any of the Correspondence, the Agreement shall control, followed by the Operations Manual, followed by the most recently dated Correspondence through the earliest dated Correspondence. This Agreement (including the Operations Manual, the exhibits and schedules referenced herein, and the Correspondence) incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings whether oral or written, provided that any liabilities that accrued prior to the Effective Date under the Convocation Center Management Services Agreement dated November 1, 2001 between Manager and the University shall survive termination thereof.

Section 22.8 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 22.9 Relationship of Parties. Manager is engaged by the University hereunder as an independent contractor to perform the services described herein, and nothing contained in this Agreement shall be deemed to create, whether express or implied, a partnership, joint venture, employment, or agency relationship between the University and Manager, except as otherwise expressly set forth in this Agreement.

Section 22.10 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

MANGER:

Global Spectrum, L.P.

By: Global Spectrum, Inc.
Its General Partner

By: _____
John Page

Title: Chief Operating Officer

Date: _____

CLIENT:

Old Dominion University

By: _____
Harry R. Smithson, Jr., CPPO

Title: Assistant Director, Materiel Management

Date: June 29, 2007

EXHIBIT A

CATEGORIES REQUIRING UNIVERSITY APPROVAL

I. Manager agrees that priority will be given to the University's men's and women's basketball teams for games and practice sessions during the official NCAA basketball season (practice, games, playoff, championship).

II. Event categories requiring prior University approval:

1. Any co-promoted or in-house promoted events that place the University at financial risk.
2. Any event which, in the professional opinion of the Manager, possesses a clear security risk to the University and/or its property, students, personnel and/or immediate neighbors, as well as the Facility's ticket buyers; and/or
3. Events whereby Manager is serving as the co-promoter or independently as the third party promoter, except for those events set forth in Section 2.5 herein.

Note: Given the nature of the industry, and the highly competitive event booking process, the University agrees to provide Manager with its approval or rejection within two (2) business days of any request for approval by Manager.

III. For clarification purposes, the parties agree that Manager may book events in the following event categories without first obtaining the approval of the University:

1. Family Shows
2. NBA Exhibition Game
3. WNBA Exhibition Game
4. Other sports such as high school basketball, boxing, volleyball and in-line skating.
5. Concerts
6. Theatrical Events
7. Meetings and Seminars
8. Conventions, Tradeshows and Consumer Shows
9. Banquets and other food functions.
10. Professional Wrestling
11. University events in conjunction with other University departments.
12. Any of the above categories that the Manager agrees to co-promote by risking guaranteed rent only (percentage rent will still be charged).
13. Any other events, except those specifically listed above as requiring University approval.

**EXHIBIT B
FUNDING AGREEMENT**

Agreement on Ted Constant Convocation Center (TCCC) Funding

I. Athletics will pay the Ted Constant Convocation Center (TCCC) an additional \$889,250 per year (plus any associated indirect costs @ the current rate), for rental and advertising rights at the Constant Center. Any increase to this amount due to changes in pricing and/or CPI increases will need to be approved as part of the annual budget process. This total is based on the following:

- Advertising and sponsorships \$415,000;
- Suites \$308,000 (14 suites @ \$22,000/year); and
- Club Seats \$166,250 (350 seats @ \$475/seat/year)

In return, the TCCC and its “Manager” will relinquish all venue advertising opportunities to include, suite sales, scoreboard signage, courtside signage, concourse signage, and club seat revenue.

For the approval by and of the University President, any and all “*Naming Rights*” for the building, playing surface, locker rooms, suite levels, meeting rooms or Hall of Fame will be negotiated on a case by case basis by the Vice President for Administration and Finance, the Athletic Director, and the Vice President for Development and Alumni.

II. The Budget Office will budget Athletics expenses totaling \$992,581 (\$889,250 plus \$103,331 for indirect costs) to cover the rental and indirect costs as follows:

- 4AT00-5705 - \$103,331 @ Indirect Cost rate of 11.62% for 2007-08
- 4AT29-5655 - \$889,250
- Total Expenses - **\$992,581**

III. The associate revenue will be budgeted accordingly:

A.

<i>Budget Code</i>	<i>Revenue Type</i>	<i>Total Amount</i>	<i>Notes:</i>
4ATRV-3848	Advertising	\$282,477	includes \$ 155,477 in pouring rights contract revenue plus \$ 127,000 in scoreboard, table, and concourse signage
4ATRV	Suite	\$119,700	New Sub-Account Needed
4ATRV	Club Level Seating	\$45,887	288 seats @ 159.33/seat/year; New Sub-Account Needed
4ATRV-3903	Comprehensive Fees	\$544,517	
<i>Total Revenue</i>		<u>\$992,581.00</u>	

1. Advertising:
 - a. Types:
For the purpose of this agreement advertising opportunities will be defined as:
 - i. Scoreboard advertising, both center court and auxiliary boards;
 - ii. Concourse signage;
 - iii. Courtside signage, including courtside tables and basketball goals; and
 - iv. Other in Arena, to include vomitoriums, and LED.
 - b. Responsibility:
Athletics will assume the sole responsibility of selling advertising opportunities in the TCCC, and will retain all revenue as a result of those sales. It is understood that the TCCC and its "Manager" will still be responsible for the cleaning and standard maintenance (with the exemption of art work changes) as part of the previously discussed rental fees paid by Athletics. This includes the responsibility of replacing all equipment as needed (including center and auxiliary scoreboards, concourse and press tables and LED boards).

2. Suites:
"Suite Sales" shall be the joint responsibility of the Athletic Department and the Old Dominion University Intercollegiate Foundation (ODUIF), with the Athletic Director having final. The ODUIF will realize \$ 10,000 per suite for each suite sold, and same shall be applied to athletic scholarships with Athletics retaining the balance to cover the ticket costs and rental rights fees.

Should the annual cost of suites increase beyond \$ 22,000 per year, a new distribution of revenue must be negotiated by the Athletic Director and the Vice President for Development and Alumni, for approval by the Vice President for Administration and Finance.

All Pre- and Post-season basketball ticket revenue is retained by Athletics.

3. Club Level Seating:
The sales of Club Level Seating shall be the joint responsibility of the Athletic department and the ODUIF, with the Athletic Director having final approval. The ODUIF will realize \$454 per seat sold, and same shall be applied to athletic scholarships, with Athletics retaining the balance to cover the ticket costs, rental rights fees and parking.

Should the annual cost per seat increase beyond \$750 per year, a new distribution of revenue must be negotiated by the Athletic Director and the Vice President for Development and Alumni, for approval by the Vice President for Administration and Finance.

All Pre- and Post-season basketball ticket revenue is retained by Athletics.

- IV. The Athletic Department will be provided quarterly budget reports for the TCCC, and will continue to have representation appointed by the Athletic Director on all contract committees concerning the operation of the building, to include but not be limited to, management contract, concessions and parking.

The Athletic Director must approve any changes that may impact the ability to sell suites, club seats, season tickets, and/or advertising and sponsorship opportunities . However, although the Athletic Director will be consulted on changes in facilities, pricing, menus, signage and services in the Constant Center, unless they have a significant impact on the sale of suites, club seats, season tickets, and/or advertising and sponsorship opportunities, the Athletic Director's approval to effect these changes will not be required.

- V. It is understood that the TCCC and its "Manager" will still be responsible for the cleaning and standard maintenance, with the exception of art work changes, of the Suites and Club Seats as part of the previously discussed rental fees paid by Athletics. This also includes the responsibility of replacing all equipment as needed, including auxiliary and center scoreboards, concourse and press tables and LED boards. The TCCC and its "Manager" shall also be responsible for servicing the suite and club seat holders, and the ODUIF will initiate the billing and collection of the suite and club seat fees. Additional ticket revenue collected as the result of concerts and shows will remain with the TCCC and its "Manager".

EXHIBIT C
INSURANCE

At all times during this Agreement, Manager shall maintain:

- (a) commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractor's liability and personal and advertising injury liability against claims occurring on, in, or about the Facility, or otherwise arising under this Agreement;
- (b) umbrella or excess liability insurance;
- (c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;
- (d) appropriate workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the Commonwealth of Virginia; and
- (e) professional liability insurance including employment practices liability coverage.

Such liability coverage shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability

\$1,000,000 per occurrence

1,000,000 personal and advertising injury

\$2,000,000 general aggregate

\$1,000,000 products-completed operations aggregate

Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

\$1,000,000 uninsured/underinsured motorist

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Workers Compensation

Workers Compensation: Statutory

Employer's Liability: \$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease

\$100,000 each employee-bodily injury by disease

Professional Liability/
Errors & Omissions

(Claims Made):

\$1,000,000 each occurrence/aggregate

Note: Policy is to include (i) Entity Coverage and (ii) Employment Practices Liability

Fidelity Bond - Fidelity/Crime

Type: Employee Dishonesty Bond

Limit: \$500,000 per loss

Type: Fidelity Bond

Limit: \$1,000,000

Guaranteeing the University the faithful collection, accounting, and remittance of all monies due to the University collected as set forth in this Agreement.

OLD DOMINION UNIVERSITY
REQUEST FOR PROPOSALS
SEALED - RFP #07-221-0027-HRS

Title: CONVOCATION CENTER MANAGEMENT & OPERATIONS
Issue Date: December 15, 2006
Pre-Proposal Conference Date: January 10, 2007
Due Date and Time: February 1, 2007 NLT 4:00 PM, Local Time (responses time stamped 4:01 PM or later will not be accepted)
Commodity Code: 95-800, 95-815
Issuing Agency: Old Dominion University
Materiel Management, Suite 111
4401 Powhatan Avenue
Norfolk, Virginia 23529-0308
Period of Contract: July 1, 2007 through June 30, 2012 with One 5-Year Renewal Period

SEALED PROPOSALS will be received in the issuing agency office above until **February 1, 2007, NLT 4:00 PM local time.** The University is not responsible for late delivery by U. S. Postal mail or other couriers.

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held promptly at 1:00 PM on Wednesday, January 10, 2007 in the conference room of the Ted Constant Convocation Center. The purpose of this conference is to allow potential Offeror's an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Although the pre-proposal conference is not mandatory, attendance by any and all potential Offeror's is recommended. Any changes resulting from this conference will be issued in a written addendum to the designated representative of this solicitation.

Visitors parking passes are required to park on campus and can be obtained from the University Multi-Level Parking Garage (at 43rd and Elkhorn Avenue) on the date of the visit, free of charge.

All inquiries for information regarding this Request for Proposals should be directed to Harry R. Smithson, Jr., CPPO, Assistant Director, Department of Materiel Management, (757) 683-5107 or hrsmiths@odu.edu.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm: _____ Date: _____

By: _____

Signature
Name: _____
Typed or Printed (Name and Title)
Phone #: _____
Fax #: _____
FEI/FIN #: _____
E-mail address: _____

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RFP 07-221-0027-HRS

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OLD DOMINION UNIVERSITY

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I. **PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a qualified management contract through competitive negotiations with a facility management organization to assume the management and operation of essential services of the University's multi-purpose sports and entertainment event venue, the Ted Constant Convocation Center, hereinafter referred to as "the Center".

II. **BACKGROUND**

A. **City of Norfolk and Hampton Roads Region:**

Old Dominion University is a state-assisted institution in Norfolk, Virginia, part of the metropolitan and historic Hampton Roads area with a population of 1.6 million people and is the fourth largest metropolitan area in the southeastern United States between Washington, D.C. and Atlanta, Georgia. Its economy is supported by the world's largest Naval Base, the east coast's second busiest trade port, a sophisticated defense contracting economy and a diversified tourist industry. Inc. magazine ranked Hampton Roads 13th on its "Best Place to Do Business in the U.S." and 22nd on its "Most Balanced Economy and Growth" lists.

Hampton Roads' residents have a median household income of \$46,320 and a median age of 33 years. With an unemployment rate 22% lower than the national rate (Mar. 2006), Hampton Roads' natural treasures such as waterways and beaches coupled with a young, robust, and active population makes for a strong and growing economy.

The University contributes approximately \$600 million a year to the local economy.

B. **Campus Community:**

The main campus consists of 146 acres in the heart of Norfolk, Virginia located between the Lafayette and Elizabeth Rivers. The University is comprised of six colleges offering degrees in 64 Bachelors programs, 66 Masters program's, and 22 Doctoral programs. The University currently enrolls approximately 21,300 full and part-time students, and has over 2,000 faculty and staff. Additionally, the University housing facilities accommodate approximately 3,300 resident students, with an anticipated growth of 900 by the Fall of 2007. The University has an alumni base of approximately 100,000 individuals, many of whom reside in the Hampton Roads region.

C. **The Ted Constant Convocation Center:**

Located on the main campus of Old Dominion University in Norfolk, Virginia, the 215,000 square foot Ted Constant Center (TCCC) opened in October 2002, and is the home to the Old Dominion University Monarchs Men's and Women's basketball teams. The Center is a multi-purpose arena, with seating for over 8,400 for basketball games and sporting events. The seating capacity may be increased to 9,000 for events such as commencements, concerts and family shows when seating is added on the floor. The Center also features a 9,100 square foot multi purpose room, which can be divided into assembly and small space environments to accommodate meetings, dinners, receptions and pre and post activity gatherings.

D. **Current Contract:**

The following table depicts the event and attendance volume realized from October 2002 through June 30, 2006:

	FY 02/03	FY 03/04	FY 04/05	FY 05/06
Number of Events	72	111	117	137
Total Attendance	301,208	365,742	403,212	494,396

E. Authorized Contract Participation: Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by *only* the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP institutions include: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Tech, Radford University and Virginia Commonwealth University. A list of all other Virginia Public Colleges and Universities is available at <http://www.ExploreVirginiaColleges.com/>. In addition, the lead-issuing institution may allow local governments, school boards and other agencies serving local governments in their region access to this contract(s). Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. *The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract.* No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all VASCUPP members and public institutions accessing the Contract. Participating public *bodies* shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing *institution*. The lead-issuing *institution* shall not be held liable for any costs or damages incurred by any other participating public *body* as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any VASCUPP member, or public *body* and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating public body from using other contracts or competitive processes as required by law.

F. Small, Women-Owned, and Minority Business Participation: It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The University encourages Contractors to provide for participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required. By submitting a proposal, Offeror's certify that all information provided in response to this RFP is true and accurate. Failure to provide the information required by this RFP will ultimately result in rejection of the proposal.

III. STATEMENT OF NEEDS:

A. General Requirements:
The University is seeking a qualified contractor to furnish management, labor, equipment, goods and supplies necessary to provide private management of venue operations for the Ted Constant Convocation Center, providing the highest caliber of services to the University and surrounding community. The University's objective in soliciting for the requested services is for the successful Offeror to provide services that will enhance and improve upon the level of financial effectiveness, services and satisfaction currently being offered. It is essential that the Center be managed with

maximum sensitivity to the needs and concerns of our students, faculty and staff, as well as the general public. All service delivery areas must promote confidence that the University and community are obtaining the best possible combination of quality, customer service and price.

The data, specifications, and administrative requirements outlined herein are intended to serve only as a general guideline for each Offeror's proposal. While all service, program and operations criteria outlined by the University must be addressed, each Offeror is expected to submit a fully-detailed program which adequately describes the advantages and benefits which the University would realize by acceptance of the Offeror's proposal. Given the service oriented nature of a management agreement of this kind, each Offeror is encouraged to be creative with the proposal format and structure, to best define their capabilities.

B. Specific Requirements:

1. Responsibilities:

- a) All references to the Center shall be deemed to include, and successful Offeror's, hereinafter referred to as "Manager", duties hereunder shall cover, the arena, suites, locker rooms, meeting rooms, common areas, lobby areas, executive and other offices, storage and utility facilities, box office, and the entrances, ground, sidewalks and parking areas surrounding the Center and adjacent thereto, and any other spaces in the Center.
- b) The Manager will be the sole and exclusive manager and operator of the Center, with sole responsibility, control and discretion in the operation, direction, management, maintenance and supervision of the Center and its staff, and, in connection therewith, to perform the management and operational services described herein.
- c) Manager shall prepare as a priority within sixty (60) days after the Effective Date, an Operations Manual for the Center, which shall contain recommended terms with respect to the management and operation of the Center. The manual shall also include policies and procedures to be implemented in operating the Center.
- d) Manager shall have the right to exercise, or delegate the exercise of, all rights, powers and duties conferred or imposed on Manager, subject only to the limitations expressly set forth in any resulting contract or agreement and/or in the Operations Manual.
- e) Manager's obligations under any resulting contract or agreement will be contingent upon and subject to the University making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during contract period.
- f) Manager will recommend prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments, at the Center, all of which shall be subject to the prior approval of the University.
- g) Manager shall ensure that all material vendor/license agreements entered into by contract term contain standard indemnification and insurance obligations on the part of each vendor/licensee, and, if possible, provide the University with a copy of all such agreements thirty (30) business days prior to the date such agreement becomes effective, or the date of the event that is the subject of the agreement, as applicable.

- h) Manager will recommend a proposed inventory of furniture, fixtures and equipment to be used at the Center, and assist the University with its procurement of such furniture, fixture and equipment.
- i) Manager shall prepare and submit to the University a list of operating supplies necessary for operation of the Center, and assist the University with its procurement of such operating supplies.
- j) Manage all aspects of the Center in accordance with the Operations Manual and the terms of any resulting contract or agreement, including but not limited to managing events, purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, parking, and general user services.

2. Services to be Provided:

The successful Offeror, hereinafter referred to a “Manager”, shall be responsible for providing all effort and materials necessary to satisfactorily meet the following service area requirements:

- a) Center Events:
 - i Scheduling of Events (Old Dominion University will control schedule in coordination with contractor.);
 - ii Front of House (doorpersons, ushers, ticket takers, first aid, guest services, etc.);
 - iii Stage Hands/Technical Crew;
 - iv Event Coordination, Promotions and Changeovers;
 - v University sponsored Athletic Event Changeovers in Conjunction with University Athletic Department;
 - vi Box Office;
 - vii Event Settlement (including as it may apply to services and utilities supplied by the University and revenues due the University);
 - viii Fan/Patron Amenities (ATM’s, cupholders, etc.); and
 - ix Self-Promotion and Co-Promotion of Events
- b) Administrative Functions:
 - i Programming and technical assistance as required;
 - ii Administration/Payroll/Personnel/Fiscal Management;
 - iii Damage and/or inventory control; and
 - iv Coordination of volunteers and volunteer organizations.
- c) Sales:
 - i When applicable, sale of Marquee and Building advertising, and venue naming opportunities;
 - ii Group sales;
 - iii Event corporate sponsorship; and
 - iv Sale of premium/priority seats and corporate boxes.
- d) Other Contracts:

As an agent for the University, procure, negotiate, and execute in the University’s name, service contracts, including without limitation contracts for ticketing, engineering services, electricity, steam, gas, fuel, maintenance, telephone, staffing personnel including guards and ushers, extermination and other services which are deemed to be either necessary or useful in operating the

Center. Additional contracts may include vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements required in the ordinary course of business for the successful continuous operation of the Center. Prior to procuring any such services, Manager shall coordinate with the University to determine if the University already has an established vendor(s) that can provide any or all of the above-referenced services at a favorable cost. Manager shall also obtain the prior approval of the University (which approval shall not be unreasonably withheld or delayed) before entering into any such contract (i) with Manager's parent, affiliates, or related entities, (ii) having terms that exceed one year, (iii) for the sale of any commercial rights relating to the Facility, or (iv) which includes a barter or trade arrangement as a material term of the contract.

- e) Advertising/Marketing:
 - i. In-House;
 - ii Trade Advertsing; and
 - iii Community Relations, Marketing Awareness and University Relations
- f) Maintenance Services:
 - i Daily operations;
 - ii Outdoor custodial;
 - iii Daily and event housekeeping;
 - iv Trash removal; and

 - v In coordination with the University:
 - 1) HVAC controls and maintenance;
 - 2) Exterior grounds; and
 - 3) Other types of preventative maintenance.
- g) Security:
 - i Daily and event;
 - ii peer group (t-shirts);
 - iii Crowd management; and
 - iv Alcohol Awareness Programs;
- h) Parking and Traffic for all events.

C. UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES: The following reports shall be submitted as indicated:

1. Periodic Progress Reports/Invoices: The Contractor(s) shall provide a report on involvement of small businesses and businesses owned by women and minorities on a quarterly basis to the Contract Officer. This report will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority businesses.
2. Final Actual Involvement Report: The Contractor(s) shall submit to the Contract Officer, within 10 days of contract completion, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned) a comparison of the total actual

dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.

IV. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendors* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the University and in addition a copy can be obtained by calling the Department of Materiel Management (757) 683-3105.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offeror's certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and '11-51 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, 11-35.1E*)
In every contract over \$10,000 the provisions in 1. and 2. below apply:
1. During the performance of this contract, the contractor agrees as follows:
The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offeror's certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offeror's certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offeror's certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may

now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. **ACCOUNTING, RECORDS, REPORTS AND METHODS OF PAYMENT:**

1. **To the University:**

- a. The Contractor shall pay to the University any monies and or amounts as specified in the Contractor's proposal, or any subsequently agreed upon amounts;
- b. Applicable payments as set in the Contractor's proposal shall be made **monthly** by the Contractor to the University and shall be paid within **ten (10) days** after the close of the Month in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth in the Contractor's proposal;
- c. Each payment shall be accompanied by a detailed statement of its computation and the Contractor shall furnish supporting documentation to the University upon request;
- d. The University shall have full access at all times to the Bookstore accounting records, including all cash registers at the Bookstore being used by the Contractor, with or without notice. Cash register control totals will be used to verify the cash sales reported. All cash registers or point of sale equipment utilized by the Contractor in the University Bookstore shall have non-changeable grand totals;
- e. The Contractor shall maintain complete and accurate accounts and records, in accordance with nationally accepted bookstore industry standards, of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the University Bookstore operation provided under the terms of the Contract. All such accounts and records shall be retained by the operation and may be inspected and reviewed by the University;
- f. On termination of the Contract, commissions will be paid to the University on sales up to the final day the Bookstore is operated under the Contract. The commission due the University for any portion of a Contract year shall be calculated on a percentage basis.

2. **To Subcontractors:**

A contractor awarded a contract under this solicitation is hereby obligated:

- a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the University for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- b. To notify the University and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason;
- c. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the University, except for amounts withheld as stated in (2) above.
- d. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the University.

- J. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- K. **QUALIFICATIONS OF OFFEROR'S:** The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods, and the Offeror shall furnish to the University all such information and data for this purpose as may be requested. The University reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The University further reserves the right to reject any proposal if the evidence submitted by, or investigations of such Offeror fails to satisfy the University that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- L. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the University.
- M. **CHANGES TO THE CONTRACT:**
Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractors' records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the *Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.
- N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other

sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

O. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes

P. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offeror's to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers= compensation insurance in accordance with " 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractors will maintain thIS insurance coveragE during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

R. **INSURANCE COVERAGES AND LIMITS REQUIRED:**
Worker's Compensation - Statutory requirements and benefits.

Employers Liability - \$2,000,000 per occurrence

Commercial General Liability - \$500,000 combined single limit. Commercial General Liability Is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

Automobile Liability - \$500,000 - Combined single limit.

S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the University will publicly post such notice on the Department of Materiel Management=s bid board for a minimum of 10 days.

T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor=s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitation or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every

subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section a *drug-free workplace* means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith based organizations. If the award of this contract is to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. **SPECIAL TERMS AND CONDITIONS:**

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Old Dominion University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- E. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the University or to failure of the University to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- G. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____ February 1, 2007 NLT 4:00 PM Local Time
Name of Offeror Due Date Time

Street or Box Number 07-221-0027-HRS
RFP No.

City, State, Zip Code Convocation Center Management & Operations
RFP Title
Name of Contract/Purchase Officer or Buyer Harry R. Smithson, Jr., CPPO, Assistant Director

The envelope should be addressed as directed on Page 1 of the solicitation. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- H. **PREPROPOSAL CONFERENCE:** A non-mandatory preproposal conference will be held at 1:00 p.m. on Wednesday, January 10, 2007 at the University's Ted Constant Convocation Center. The purpose of this conference is to allow potential Offeror's an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all Offeror's having a clear understanding of the specifications/scope of work and requirements of this solicitation, **attendance at this conference is advisable.** Proposals will only be accepted from those Offeror's who are represented at this preproposal conference.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

- I. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for one (1) successive 5-year period under the terms and conditions of the original contract except as stated in 1. and 2. below. Cost considerations may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- J. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

VI. EVALUATION AND AWARD CRITERIA:

- A. Evaluation Criteria:
The following criteria shall be used in determining the most advantageous Offeror for the services specified herein:
1. Experience:
 - a. Demonstrated ability to provide services specified at a minimum of five (5) Institutions of Higher Learning and/or venues comparable in size to the Ted Constant Convocation Center, in relationship to:
 - (1) Seating Capacity;
 - (2) Total number of annual ticketed and non-ticketed events;
 - (3) Total annual attendance, as specified herein;

- (4) Location or region similar in size and demographics; and
- (5) Service delivery requirements.

2. Capability and Skills:

a. The Offeror must have demonstrated ability to schedule a variety of University, local, regional, national and international programming at the Center. This includes Offeror's ability to book performances, build audiences and attendance, experience with event networking and/or recruitment of same, with an anticipated goal of programming of approximately (135 – 150) special events and 500,000 – 600,000 attendees annually at the Center (without programming in the multi-purpose room). The Offeror should be aware of competition from other existing and possible, new venues in the Hampton Roads market. Offeror should base responses according to the level of competition for events, discretionary income of ticket buying patrons, and event inventories at competing venues. The University is desirous of the Center to produce an annual operating surplus and return while maintaining an efficient operation and venue. Offeror's should demonstrate the abilities stated above by discussing the following:

- (1) The Offeror's interests, short-term and long-term goals, and the objective the Offeror hopes to realize by pursuing a contract with the University. State potential areas of interest to the Offeror beyond those covered by the RFP, if any, that might involve the University (including food/beverage, merchandising contracts, etc.)
- (2) Proposed operation for on-site management including planning, directing, overseeing, and evaluating the administration, operations, marketing, and programming of the Center, specifically:
 - (a) How the Offeror will make recommendations to the University administration concerning development of budgets, program design, policies, user fees and pre-opening services. The on-site Center Contract Administrator will serve as primary liaison between the University and the Contractor's on-site manager.
 - (b) How the Offeror's on-site manager will provide timely and accurate administration of all facility operations aspects of the Center and maintenance of an on-site business office to administer personnel matters, payroll, purchasing, accounting, budgeting, and reporting on behalf of the Center. Address proposed administrative functions to provide primary linkage between the University and the Contractor through timely and accurate reports to the University.
- (3) The anticipated number of employees required to perform functions necessary for facility operations.
 - (a) Functions of each employee identified
 - (b) Qualifications sought for each employee
 - (c) Organization chart for daily ongoing operations
 - (d) Organization chart for special events from booking the event through settlement.
- (4) Proposed compensation (hourly and salary to include all fringe benefits for all employees).
- (5) The Offeror's proposed administrative responsibilities, methods, policies, and procedures including, but not limited to, the following:
 - (a) Annual review and development of objectives
 - (b) Reporting to the University, (e.g. forecasts, sales, attendance, trends, finances, bookings, maintenance, settlement, etc.). The University reserves the right as to form and function of operating statements. Regarding maintenance, please explain your operating intentions for daily maintenance, preventive maintenance, housekeeping. Also

- explain who is responsible for providing service (i.e., contract service, University Facilities Management, in-house, etc.).
- (c) Booking and scheduling systems
 - (d) Human Resources
 - (i) Approach to personnel management
 - (ii) Compensation and benefits to staff
 - (iii) Estimate of total payroll
 - (iv) Professional development for staff
 - (v) Personnel training
 - (e) Contract negotiations
- (6) How the Offeror, through its buying and booking resources, will present top-quality performances at the Center facilities. Performances shall include, in part, presentations of concerts, Old Dominion University Athletics, high school athletics, trade shows, consumer shows, conferences, professional and amateur sports, and family attractions, etc. The Contractor may procure beneficial booking terms for the University, co-promote events with the University and share financial risk, promote events (Contractor self-promote), or preferably procure events through third party promoters who assume full risk. State the terms desired, by event type, and include programming incentives.
 - (7) Proposed trade shows, sports, entertainment, special events, etc., networking capabilities, include projected number of event days and events by category of events and revenues from events. Please follow the format used in Appendix 1. Also list any guaranteed events that you would propose to bring to the venue (i.e., NBA and WNBA Exhibition games, professional indoor soccer, professional tennis, etc.).
 - (8) Proposed procedure for selling sponsorships, building advertising, scoreboard advertising, message center time, premium seats and corporate boxes. Describe how the Contractor will work with the University to achieve the goals of the solicitation.
 - (9) Intentions with respect to existing University schedules and increased scheduling.
 - (10) Plans to serve the needs of University departments and the Offeror's use of Center facilities, including Intercollegiate Athletics, Music and Theater, Student Organizations, etc. If the intent is to collect fees, they shall be subject to University approval. The proposal shall state fees for providing this service.
 - (11) Proposed strategies relative to marketing, public relations, and sales. These functions would include industry marketing, advertising campaign development, publicity generation, news release writing, sales brochure publications, publication of in-house monthly tabloid, sale and advertising playbills, securing sponsorships, facility promotions. Include revenues associated with these services.
 - (12) The services that will be provided clients to coordinate and assist in the presentation of conferences, conventions, trade shows, and special events.
 - (13) Explanation of proposed operating philosophy and procedures for public safety (security) as it relates to the Center, including alcohol awareness training programs, crowd control, and use of metal detection devices.
 - (14) Proposed operations, event management and staffing, maintenance, security, relations with and use of University services such as Athletics, Facilities Management, Public Safety, planning for capital improvements, custodial services, grounds upkeep, health and safety, etc. Proposals should include a point-by-point discussion of these services. Identify those that the management firms wishes the University to perform. The University if prepared to support levels in areas possible as it relates to events, operations,

and maintenance. Services provided by the University as they relate to specific events or the Center operation will be charged back to the event or Center operation; i.e., Athletics, Facilities Management labor, utilities, Public Safety, etc.

- (15) Intentions with respect to supplies and services contracts. Facility operations services may not be subcontracted without the express written approval of the University.
 - (16) Subcontracting plans or recommendations to subcontract any portion of the Center facility operations management.
- b. The Offeror must have demonstrated ability and willingness to actively assist in the program design, construction and pre-opening of the venue. It is expected that the successful contractor will play a major role in this area of responsibility since it will be critical to the long-term efficient and effective operation, event scheduling, and financial success of the Center for the Contractor and University. Proposals shall address pre-opening phase activities, include a plan and timetable for organizing operation, procedural and organizational plans. This will be done in coordination with the University's Contract Administrator and applicable University departments. Specific areas of responsibility that need to be addressed include the following:
- (1) Developing of written operating policies, procedures, and organization;
 - (2) Developing of written staffing needs and reasonable methods of meeting those needs, for example: in-house vs. subcontracting certain services; use of University employees; use of University students; use of University Facilities Management; use of University Athletics; use of University Public Safety, etc.
 - (3) Establishing and/or contract for events, promotions, co-promotions, sponsorship, advertising sales, parking plans and procedures, etc.
 - (4) Establishing accounting, purchasing, and financial controls;
 - (5) Developing a public relations/marketing campaign for the facility on a local, regional, and national basis;
 - (6) Identifying potential revenue sources and initiatives for revenues and service (including concession/catering, novelties/merchandise, premium/priority seats, corporate boxes)
 - (7) Developing an event schedule
 - (8) Identifying equipment, supplies and services which are necessary for the success of the Center
 - (9) Recruiting, hiring, and training personnel to be supervised and compensated by Contractor in fulfilling its duties
 - (10) Negotiating and establishing necessary service agreements
 - (11) Developing communication channels between Center staff and University's Contract Administrator, Athletics, safety officials (e.g., fire, police, health), and all aspects of community government, citizen groups, and student groups
 - (12) Developing rental rates, booking policies, and charges
 - (13) Developing in coordination with Contract Administrator a mutually agreeable Center operating budget acceptable to the University which will serve as the basis for reimbursement;
 - (14) Assisting in establishing an opening gala event program ceremonies and marketing strategy
 - (15) Developing and continuously updating a progress schedule for accomplishment of all pre-opening objectives
 - (16) Developing a paid and non-paid event parking plan

- (17) Committing of resources necessary to enhance the likelihood of the successful opening and subsequent operation of the Center
 - (18) Developing a proposed annual operating budget for the venue following the format in Appendix II. Offeror may also add line items as deemed appropriate.
 - c. Offeror's must have demonstrated ability to assist the University in the organization and development of Requests for Proposals for Food/Beverage/Catering contracts and Novelty/Merchandising contracts. It is expected that the quality of service and revenue paid by Contractors for these categorical services will be critical to the operation and financial success of the Center. PLEASE NOTE: If the successful Contractor for Private Management of Venue Operations is also in the business of providing Concession/Catering service and/or Novelty/Merchandising and the Contractor expects to bid on the aforementioned services, their involvement in the bid process may be limited for legal reasons. However, it is expected that the successful Contractor will oversee these services.
 - d. Financial Stability of Offeror
 - (1) Annual reports for the past three (3) years.
 - (2) Stockholder reports for the past three (3) years.
 - (3) Audited financial statements for the past three (3) years.
3. Responsiveness
- a. Creativeness in providing innovative techniques and ideas, in the proposal, that will extend or broaden the scope of Center activities.
 - b. Additional benefits offered to the University; e.g., internships, assistantships, educational programming for Old Dominion University, capital investments, guarantees, initiatives, incentives, etc.
 - c. Proposed procedures and initiatives to enhance event schedule, attendance and revenue.
4. Costs
- a. Proposals should outline the Offeror's financial proposed financial agreement, including but not limited to the items shown below. Offeror's should not that the University's interest is in maintaining a solid financial basis of operation, without subsidy from the University. Offeror's should acknowledge the tax-exempt financing of the venue and submit a financial proposal which would result in a qualified management contract per applicable Treasury Regulations.
 - (1) Operational Phase
 - (2) Capital or Service Investment (Note: Indicate, if applicable, areas which the Contractor will invest in space modifications, additional fixtures and equipment, and contractor services.
 - (3) Other, such as use fees, etc. for University departments, if applicable.
 - b. Offeror's should also outline an alternate financial arrangement based on the University retaining all net revenue from University regular season basketball games and student activities promoted concerts. Revenue to be retained by University will include revenue from parking, concessions, catering, merchandise, ticket sales and temporary signage (game day only and not permanent venue or scoreboard signage). The Offeror will provide services for these events and charge back actual costs to the University (i.e., parking staff, ushers, etc.). If an alternative financial format is deemed mutually beneficial, please propose and explain in detail. Offeror should acknowledge the tax-exempt financing of this venue and submit a financial proposals which would result in a qualified management contract per applicable Treasury Regulations.
 - (1) Operational Phase

- (2) Capital or Service Investment (Note: Indicate, if applicable, areas which the Contractor will invest in space modifications, additional fixtures and equipment, and contractor services.
 - (3) Other, such as use fees, etc. for University departments, if applicable.
5. Approach and Methodology for:
- (1) Transition phase from incumbent Contractor (if applicable), to include:
 - (a) Personnel to be used, and qualifications for same;
 - (b) "Time-Line" to ensure a seamless and successful transition;
 - (c) Requirements for access to facilities and incumbent contractor.
 - (d)
 - (2) Marketing:
Plan for successful marketing of programs, products and services to a meet the needs of a diverse ethnic and urban campus environment and surrounding community.
 - (3) Investment of Facilities:
Plan outlining and detailing the use and investment of "financial" considerations for "service" programs specified herein. Plans should be creative and practical for the development and implementation of future business enhancements, growth and opportunities.
 - (4) General Offerings:
Quality of plan outlining and defining how to include and/or expand the:
 - (a) The number of annual events;
 - (b) programs and services currently being provided; and
 - (c) customer oriented atmosphere and satisfaction.

As part of their response, all Offeror's shall take into consideration and include ideas and strategies for "new development", as related to the following:

"Old Dominion University faces many critical decision points as we plan our future development both on the main campus and in the University Village. The University will look to our Contractor to assist the University in making quality business decisions. As investment dollars are limited at the University, we would like the Contractor to describe their recommendations of how the University can benefit most from its investment dollars.

6. Small, Women, and Minority Business (SWAM) Plan:
- Offeror's shall provide a detailed plan outlining how they may utilize SWAM vendors for the successful performance of any resulting contract(s). The Plan should include:
- b. detailed summary of SWAM participation during current and/or past contracts;
 - c. plan use of SWAM vendors for any resulting contract(s) from this solicitation;
 - d. summary and plan should include:
 - (1) The names and SWAM classification of each vendor;
 - (2) Number of years that the SWAM vendor has been used; and
 - (3) The dollar amount paid to each SWAM vendor

B. Award::

Selection may be made of two (2) or more Offeror's deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offeror's so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons a particular proposal was not deemed to be the most advantageous (*Code of Virginia 11-65D*). Should the University determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporation by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. SUBMISSION OF PROPOSALS

1. All Offeror's are requested to submit their proposals in the following manner:
 - a. Respond to all data requested in the preceding paragraphs in numerical order and reference the paragraph number to which you are responding.
 - b. Submit data requested on these proposal forms provided or include the corresponding pages as a cover page for the paragraph to which you are responding.
2. Exceptions:

Offeror's must discuss any issues (referenced by paragraph. #) with which they disagree or wish to clarify their position. Failure to list these items in your proposal will be interpreted to mean the Offeror is in full agreement with the terms, conditions, specifications, and requirements of this RFP.

B. Oral Presentations:

Selected Offeror's will be notified at least five (5) working days in advance of the time and place for oral presentations, if such presentations are deemed necessary by the University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding explanation session only and may include initial negotiation. The University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted.

C. General Guidelines:

1. In order to be considered for selection, Offeror's must submit a complete response to this RFP. One original and 10 copies of each proposal must be submitted to the Issuing Agency. Additionally, each Offeror shall provide one response on CD-ROM. No other distribution of the proposal shall be made by the Offeror.
2. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be included.
3. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
4. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time shall not be considered and shall be returned unopened to the Offeror.
5. An Offeror receiving a Request for Proposal from a source other than the Issuing Office should contact the Issuing Office to become an Offeror of record before submitting a proposal.
6. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested the Issuing agency may require prompt submission of missing information after the receipt of vendor proposals.
7. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposals should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
8. Ownership of all data, materials and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the university and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Freedom of Information Act; however, the Offeror must invoke the protections of Section 11-52D of the Code of Virginia, in writing either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

D. **Specific Requirements:**

Offeror's are required to submit the following items as a complete proposal:

1. The return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required;
2. Complete Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP;
3. A written narrative statement to include how the Offeror plans on accomplishing the work in the Statement of Needs, and outlined in the evaluation and award criteria (Section VIII), as follows:
 - a. Experience;
 - b. Capability and Skill;
 - c. Responsiveness;
 - d. Costs;
 - e. Approach and Methodology; and
 - f. Small, Women-Owned, and Minority-Owned Participation Plan

VIII. **Method of Payment:**

The method and types of payment shall be defined during negotiations, as applicable.

QUALIFICATIONS OF OFFEROR: Offeror's must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service. _____ Years _____ Months

Provide a list of current references, either University, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the State has your permission to contact. Such listing shall be comprehensive of your firm's entire customer base and can be formatted as follows:

CURRENT ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$Volume/Year

LOST ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$Volume/Year

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your proposal. FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR PROPOSAL NON-RESPONSIVE.

NAME: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

FEDERAL ID NUMBER (FIN): _____

THE ABOVE FIRM IS A: (CHECK, AS APPLICABLE)

- SMALL BUSINESS INDIVIDUAL BUSINESS
- WOMAN-OWNED BUSINESS SOLE PROPRIETORSHIP
- MINORITY-OWNED BUSINESS PARTNERSHIP
- SHELTERED WORKSHOP CORPORATION

RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1 - 639.24? YES NO

IF YES, EXPLAIN:

SIGNATURE OF OFFEROR DATE

Please tell us how you received this solicitation:

- It was mailed to you directly.
- You requested a copy through the Virginia Business Opportunities.
- You obtained a copy through the Tidewater Regional Minority Purchasing Council.
- You obtained a copy from the Virginia Department of Minority Business Enterprise.
- Other (please specify) _____.

Substitute Form W-9 (July 2001). Please return this form with RFP #07-221-0027-HRS package.

Each person or organization doing business with Old Dominion University must provide the following information.

Person Requesting W-9:

E-mail Address:

Check Only One:

Social Security #

Employer Identification #

- Individual
- Sole Proprietor
- Partnership
- Corporation
- Government Agency
- Other

and

ENTER THE FOLLOWING:

Legal Name:

_____ *(must match the Social Security Number, if Applicable)*

Trade Name:

_____ *(must match the Employer Identification Number, if Applicable)*

Mailing Address:

Contact Person:

_____ **Telephone No. - ()** _____

Please Answer the Following Questions:

Is your organization (association, club, religious, charitable, educational, or other group) tax exempt under IRS Code Section 501(a)? _____ YES or _____ NO

Are you a Real Estate Agent? _____ YES or _____ NO

Is your business a Minority owned Business? _____ YES or _____ NO

Certification: Under penalties of perjury, I certify that:

(1) The number(s) shown on this form is my correct taxpayer identification number(s) (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interests, dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

You must cross out item (2) above if you have been notified by IRS that you are currently subject to backup withholding because of under-reporting interest or dividends on your tax return.

CONTRACT MODIFICATION AGREEMENT

Date: April 29, 2008

Contract No.: 07-221-0027-HRS – Convocation Center Operations & Management

Modification No.: 1 – Modification to Contract File Only

Issued By: OLD DOMINION UNIVERSITY
Department of Material Management
4401 Powhatan Avenue, Suite 111
Norfolk, VA 23529-0308

Contractor: Global Spectrum
41-B New London Turnpike
Glastonbury, CT 06033

This Contract Modification Agreement is entered into pursuant to Section IV. "General Terms and Conditions", Paragraph M. "Changes to the Contract" (page 10), as follows

DESCRIPTION OF MODIFICATION:

The Parties agree to modify the contract by changing the Contract Administrator's duties as follows:

1. Effective immediately, in the event that the *Marketing Staff* of Old Dominion University Athletics is responsible for initiating successful sales efforts that result in "event sponsorship" for other than University Athletic events held at the Convocation Center, Global Spectrum will pay to Old Dominion University Athletics, a commission rate equal to 15% of those dollars specifically allocated and/or transferred to said event being managed and promoted by Global Spectrum.

Except for the changes provided herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect, as originally submitted, negotiated and agreed to between Old Dominion University and Global Spectrum.

OLD DOMINION UNIVERSITY

By: _____
Harry R. Smithson, Jr., CPPO
Assistant Director

Cc: Jim Jarrett, Athletic Director
Sue Mitchell, Acting VP, Auxiliary Services
Doug Higgons, Regional VP, Global Spectrum.

CONTRACT MODIFICATION AGREEMENT

Date: August 17, 2009

Contract No.: 07-221-0027-HRS – Convocation Center Operations & Management

Modification No.: 2 – Addition of “Game Day” Management and Ticketing Operation Services

Issued By: OLD DOMINION UNIVERSITY
Department of Material Management
4401 Powhatan Avenue, Suite 111
Norfolk, VA 23529-0308

Contractor: Global Spectrum
41-B New London Turnpike
Glastonbury, CT 06033

This Contract Modification Agreement is entered into pursuant to Section IV. “General Terms and Conditions”, Paragraph M. “Changes to the Contract” (page 10), as follows

DESCRIPTION OF MODIFICATION:

The Parties agree to modify the contract by adding exclusive and specific management and ticketing operation services to University students, faculty, staff and guests at the University's Foreman Field (the “Facility”) located on its campus in Norfolk, Virginia, as follows:

WHEREAS, Global Spectrum (“Manager”) currently provides certain management and operation services for Old Dominion University’s (the “University”) *Ted Constant Convocation Center*; and

WHEREAS, Manager’s current contract, commencing in the Fall of 2009, allows the University to engage Manager to provide services for the “game day” management and ticketing operations for the University’s Division I Football Program at the Facility; and

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree to modify the existing Contract #07-221-0027-HRS as follows:

I. TERM and TERMINATION:

A. Term:

This Modification Agreement shall commence on September 1, 2009, and shall continue in full force and effect until June 30, 2014 (“Initial Term”), unless terminated by either party as set forth below. Upon the expiration of the Initial Term, this Modification Agreement may be renewed for three (3) additional one-year periods, unless either party gives notice to the other party of its intent not to renew this Modification Agreement at least ninety (90) days prior to the expiration of the Initial Term.

B. Termination:

If at any time during the term of this Modification Agreement either party considers terminating the Modification Agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Modification Agreement by giving the other party sixty (60) days' written notice of its intention to terminate; provided, however, neither party may give notice of its intention to terminate during the first ninety (90) days of operation under this Modification Agreement.

II. GAME DAY SERVICES:

Manager agrees to coordinate and provide to University as part of "game day" management and ticketing operations, specific types of services, to include but not limited to:

a. Foreman Field:

- i. Staffing:
 1. Event;
 2. Box office; and
 3. Advanced box office;
- ii. Police/Security (inside Facility);
- iii. Operations:
 1. Electrical;
 2. Maintenance; and
 3. Plumbing
- iv. First Aid (guest)
- v. Ambulance (field)
- vi. Video Production
- vii. Radio rentals
- viii. Portable light towers
- ix. Portable toilets & associated trash removal;
- x. GS Cleaning:
 1. Staff; and
 2. Supplies
- xi. Miscellaneous:
 1. Ticket printing (individual game sales); and
 2. Credit card processing fees (individual game sales)

- b. Traffic:
 - i. University Police;
 - ii. City of Norfolk Police;
 - iii. GS Staff;
 - iv. Miscellaneous:
 - 1. Cleaning; and
 - 2. Rentals (barricades/cones/signs)

III. INSURANCE:

Manager shall provide workers' compensation insurance as required by law. In addition, Manager shall carry comprehensive general liability insurance, including products, contractual, and broad form vendors' coverage, with minimum limits of at least One Million Dollars (\$1,000,000). Manager shall furnish to University, upon request, a certificate of insurance indicating that such coverage is in effect. Manager shall charge University an Allocated Charge for providing insurance coverage and related services.

IV. FINANCIAL TERMS:

A. Manager agrees to provide services specified herein without charging any additional "management fee" to the University.

B. University agrees to pay Manager for any and all University approved expenses incurred by Manager for providing "game day" related management and ticketing operations.

C. University agrees to advance to Manager \$60,000 per game to cover said expenses related to "game day" management and ticketing operations.

D. Manager agrees to retain any and all receipts for associated expenses from each "game day" event that Manager provided management and ticketing operation services.

E. Manager agrees that after reconciliation should the expenses incurred for any "game day" event total less than the amount advanced by the University, Manager shall credit to the University that specified difference.

F. University agrees that after reconciliation should the approved expenses incurred for any "game day" event be greater than the amount advanced by the University, University shall pay to the Manager that specified difference.

V. ADVANCED PAYMENT DATES:

The University agrees to make advanced payments to the Manager for those anticipated expenses related to "game day" management and ticketing operations, as follows:

- a. **Payment 1 - \$120,000 due September 1, 2009 for:**
 - ODU vs Chowan 9/5/2009
 - ODU vs Virginia Union 9/12/2009

- | | |
|-----------------------|---|
| b. Payment 2 - | \$60,000 due September 15, 2009 for: |
| ODU vs Monmouth | 9/26/2009 |
| c. Payment 3 - | \$120,000 due October 1, 2009 for: |
| ODU vs Presbyterian | 10/10/2009 |
| ODU vs Campbell | 10/17/2009 |
| d. Payment 4 - | \$120,000 due October 15, 2009 for: |
| ODU vs Georgetown | 10/31/2009 |
| ODU vs N. C. Central | 11/7/2009 |

VI. RENEGOTIATION:

The financial terms set forth in this Modification Agreement and other obligations assumed by Manager hereunder are based on conditions in existence on the date Manager commences operations, including by way of example, University's anticipated "game day" attendance; labor, and supply costs; and federal, state and local sales, use and excise taxes. In addition, both Manager and University have relied on representations regarding existing and future conditions made in connection with the negotiation and execution of this Modification Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representations by Manager or University, in addition to all other rights and remedies of Manager and University at law, in equity and under this Modification Agreement, the financial terms and other obligations assumed may be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

VII. FORCE MAJEURE:

Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Modification Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure." In the event of a Force Majeure which interferes with the Stadium Food Service Program, upon request, Manager shall take all reasonable steps to continue to provide service upon terms and conditions satisfactory to Manager and University.

VIII. ACCURATE BOOKS AND RECORDS:

Manager shall maintain accurate books and records in connection with the "game day" management and ticketing operations, and shall retain such records for a minimum period of five (5) years.

IX. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:

- A. **Confidential Information:** To the extent allowable by Commonwealth of Virginia Law, all financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer software programs, including those software programs created by University based on Manager

supplied information, relative to or utilized in Manager's business or the business of any subsidiary or affiliate of Manager, shall be the property of Manager and shall be confidential. University shall keep such information confidential and shall so instruct its agents, employees and independent contractors, and the use of such information by University in any manner shall not affect Manager's ownership or the confidential nature of such information. University shall not photocopy or otherwise duplicate any such materials without the prior written consent of Manager.

- B. **Proprietary Materials:** University agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials") used by Manager on University's campus in connection with the food services provided by Manager under this Modification Agreement shall remain the property of Manager notwithstanding the fact that University may have received an Allocated Charge for the use of such Proprietary Materials in connection with the Stadium Food Service Program. Upon termination of this Modification Agreement, all use of trademarks, service marks and logos owned by Manager or licensed to Manager by third parties shall be discontinued by University, and University shall immediately return to Manager all Proprietary Materials.

X. NOTICE:

All notices required or permitted to be given pursuant to this Modification Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the University:
Old Dominion University
Todd Johnson
VP, Auxiliary Services
University Webb Center
Norfolk, Virginia 23529

If to Manager:
Global Spectrum, L.P.
3601 S. Broad Street
Philadelphia, Pennsylvania 19148
Attn: Chief Operating Officer

With a copy to:
Old Dominion University
Harry R. Smithson, Jr., CPPO
4401 Powhatan Avenue, Suite 111
Norfolk, Virginia 23529

With a copy to:
Philip I. Weinberg, Esquire
Comcast Spectacor, L.P.
3601 South Broad Street
Philadelphia, Pennsylvania 19148 5290

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

XI. WAIVER:

The failure of Manager or University to exercise any right or remedy available under this Modification Agreement upon the other party's breach of the terms, representations, covenants or conditions of this Modification Agreement or the failure to demand the prompt performance of any obligation under this

Modification Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other party.

XII. GOVERNING LAW:

This Modification Agreement shall be governed by the law of the Commonwealth of Virginia.

XIII. ASSIGNMENT:

Neither University nor Manager shall assign this Modification Agreement without the prior written consent of the other; provided, however, that either party may assign the Modification Agreement to an Affiliate without the consent of the other party. For purposes of this Modification Agreement, "Affiliate" shall mean a company which controls, is controlled by or is under common control with the assigning party or its ultimate parent company.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Agreement to be signed by their duly authorized representatives:

Global Spectrum, L.P.

Old Dominion University

By: _____
Doug Higgons

By: _____
Robert L. Fenning

Title: _____
General Manager, TCCC

Title: _____
VP, Administration and Finance

Date: _____

Date: _____

Cc: Todd Johnson, Assistant Vice President for Auxiliary Services
Janet McLaughlin, Resident District Manager, Aramark Educational Services, Incorporated
Harry R. Smithson, Jr., CPPO, VCO, VCCO, Materiel Management

**OLD DOMINION UNIVERSITY
Ted Constant Convocation Center Funding
2009 ODU FOOTBALL SEASON**

Date of Request: August 1, 2009

Payee: ODU/Ted Constant Convocation Center Account
Bank Account Number: 004127085218
Budget Unit 3CC01

Athletics agrees to advance Global Spectrum/Ted Constant Convocation Center \$60,000 per game to cover expenses related to game day operations for ODU Football. Advance payments will be made to the Ted Constant Convocation Center Operating Account via wire transfer based on the schedule listed below.

Payment amounts are based on an estimate of game day expenses (see page 2). Differences between actual expenses vs estimate will be settled at the end of the season with a settlement that is signed off on by Athletics and Global Spectrum.

		<u>2009 SEASON</u>	
<u>Payment 1:</u>			
Monarchs vs. Chowan	9/5/2009	60,000.00	
Monarchs vs. Virginia Union	9/12/2009	60,000.00	
		\$ 120,000.00	Due on September 1, 2009
<u>Payment 2:</u>			
Monarchs vs. Monmouth	9/26/2009	60,000.00	
		\$ 60,000.00	Due on September 15, 2009
<u>Payment 3:</u>			
Monarchs vs. Presbyterian	10/10/2009	60,000.00	
Monarchs vs. Campbell	10/17/2009	60,000.00	
		\$ 120,000.00	Due on October 1, 2009
<u>Payment 4:</u>			
Monarchs vs. Georgetown	10/31/2009	60,000.00	
Monarchs vs. North Carolina Central	11/7/2009	60,000.00	
		\$ 120,000.00	Due on October 15, 2009
Total Advance Payments for 2009		\$ 420,000.00	

Requested by Doug Higgons, Ted Constant Convocation Center General Manager

Date
Approval for Payment by Todd Johnson, Budget Unit Director

Date
Approval for Payment by Jim Jarrett, Director of Athletics

Date
Approval for Payment by Mark Brown, Assistant Athletic Director

Date

**2009 ODU FOOTBALL
Estimate of Expense**

Foreman Field Expenses (Per Game Expense)

Event Staff	13,106.50
Police (Inside FF)	3,920.00
Operations (Maintenance, Electrician, Plumber)	1,457.00
First Aid (Guest)	812.00
Ambulance (Field)	800.00
Box Office Staff	1,056.00
Adv Box Office	1,500.00
Ticket Printing (Individual Game Sales)	350.00
Credit Card Fees (Individual Game Sales)	775.00
GS Cleaning Staff	2,244.00
GS Cleaning Supplies	2,000.00
Post Game Cleaning (*Use Norfolk Sheriff)	-
Portable Toilets/Trash Removal	14,515.00
Video Production	5,000.00
Portable Light Towers	600.00
Radio Rentals	1,600.00
Total	<u>\$ 49,735.50</u>

Traffic Expenses (Per Game Expense)

ODU Police	5,600.00
GS Staff	2,204.00
Norfolk Police	2,240.00
Cleaning	1,760.00
Rentals (Signs/Barricades/Cones)	560.00
Total	<u>\$ 12,364.00</u>

Total Estimate (Per Game Expense) \$ 62,099.50