

EVENT AGREEMENT

This agreement is between the Columbus Blue Jackets hereinafter referred to as "CBJ" and the City of Columbus Recreation and Parks Department, hereinafter referred to as "CRPD", to set forth the terms and conditions for the Columbus Blue Jackets All-Star Winter Park presented by Worthington Industries event to take place on January 2-31, 2015.

The parties agree as follows:

1) CRPD will provide CBJ:

- Permission to use McFerson Commons from January 2-31, 2015 for set-up and operation of the Columbus Blue Jackets All-Star Winter Park presented by Worthington Industries functions. All-Star Winter Park functions to be open to the public January 15-25, 2015. Daily operating hours for public activity to be scheduled no earlier than 6am and must cease by 10pm Sunday-Thursday and 11pm on Friday's and Saturday's. Fox Sports Ohio post-game broadcasts and VIP experiences permitted to extend after closure of All-Star Winter Park activities which are scheduled for the public.
- Permission for CBJ to place event related signage on park property during the event.
- Amplified sound may be utilized during approved operating hours.
- Permission for CBJ to hire security, as needed, to protect event equipment.
- Permission to conduct alcohol sales and distribution at All-Star Winter Park functions.
- Pre-event park maintenance and on-site irrigation system location services
- Permission to charge admission fee to All-Star Winter Park functions.
- Schedule pre-event and post-event site evaluations with CRPD and CBJ site coordinator. Pre-event evaluation to occur a minimum of 2 weeks prior to start of event set-up. Post-event site inspection to occur within 1 week of site evacuation with final irrigation inspection upon spring activation.
- Pre-event support and information pertaining to all applicable City permits.
- Development of City legislation required for obtaining an exemption from Block Party/Street Closure restrictions and to facilitate sales/consumption of alcohol on City Property.
- Use of all-terrain vehicles within the park must be approved in advance
- Additional items as needed and agreed upon with CBJ (as communicated in writing).

2) CBJ will:

- Provide CRPD with proof of insurance and name the City as an additional insured (See #4 below).
- Obtain all necessary permits from the City of Columbus and comply with all local and State laws.
- Consult CRPD regarding site layout, temporary utility installation and use of all terrain equipment within McFerson Commons as referenced in "Exhibit A"
- Identify site coordinator to attend all pre-event and post-event site evaluations and to provide a list of qualified site restoration companies that will be retained to provide post event site restoration. Companies to be qualified to perform turf restoration, irrigation repair, and hard surface (brick/concrete) restoration as determined necessary by CRPD.
- Maintain responsibility for the actions of all event sub-contractors, volunteers, and staff.
- Arrange rental of portable decking to protect park irrigation heads/lines.
- Manage all aspects of site use, including regular removal of event refuse, installation of temporary park lighting, temporary electric, and snow/ice removal during permitted use. Environmentally friendly, Avalanche snow melt product is approved for use for snow and ice removal.
- Additional items as needed and agreed upon with Recreation and Parks Department to complete event (as communicated in writing).

3) CBJ agrees to return all areas utilized by CBJ free of litter, debris and event materials by January 31, 2015 unless otherwise communicated in writing. A post-event site assessment will be scheduled. Damages/cleanup costs incurred by CRPD after the event will be invoiced to CBJ. CRPD agrees to provide itemized statement for any repairs/cleanup costs incurred.

4) CBJ will secure insurance protection from an insurance company; "A" rated insurance company against claims of bodily injury liability, property damage liability and the litigation costs to defend against such claims. Coverage is provided up to \$1,000,000.00 per occurrence with a minimum general aggregate amount of \$1,000,000.00 and liquor

liability coverage. CRPD will be named as additional insured under this policy and will be provided with proof of said coverage five (5) business days prior to the event.

5) CBJ agrees to indemnify and hold the City of Columbus free and harmless from any liability associated with the All Star Winter Park functions.

6) CBJ shall comply with all City Codes and any applicable regulations or rules from CRPD.

7) CBJ shall comply with all Workers' Compensation laws of the State of Ohio. Proof of coverage shall be attached to this Contract if there will be any CBJ employees working on-site at the event.

8) CBJ hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13 as it relates to campaign contributions; and that all applicable parties listed in Division (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

TERM OF AGREEMENT

Unless terminated earlier in accordance with the following, the term of this agreement shall be from the date of signing thru completion of the event. Neither party has the right to terminate, change, or amend the subject matter contained within this agreement without the expressed written consent of the other party. Neither party has the right to terminate the relationship with the other at will. The parties are fully responsible for the performance of their obligations in accordance with the terms and conditions of this agreement. The payment obligations, set forth herein, where applicable, shall survive the termination or expiration of this agreement.

MISCELLANEOUS PROVISIONS

The laws of the State of Ohio shall apply to any dispute under this agreement. CBJ is an NHL franchise that will manage the All-Star Winter Park functions and shall not assert in any court of law or administrative proceeding that CBJ is an employee of CRPD.

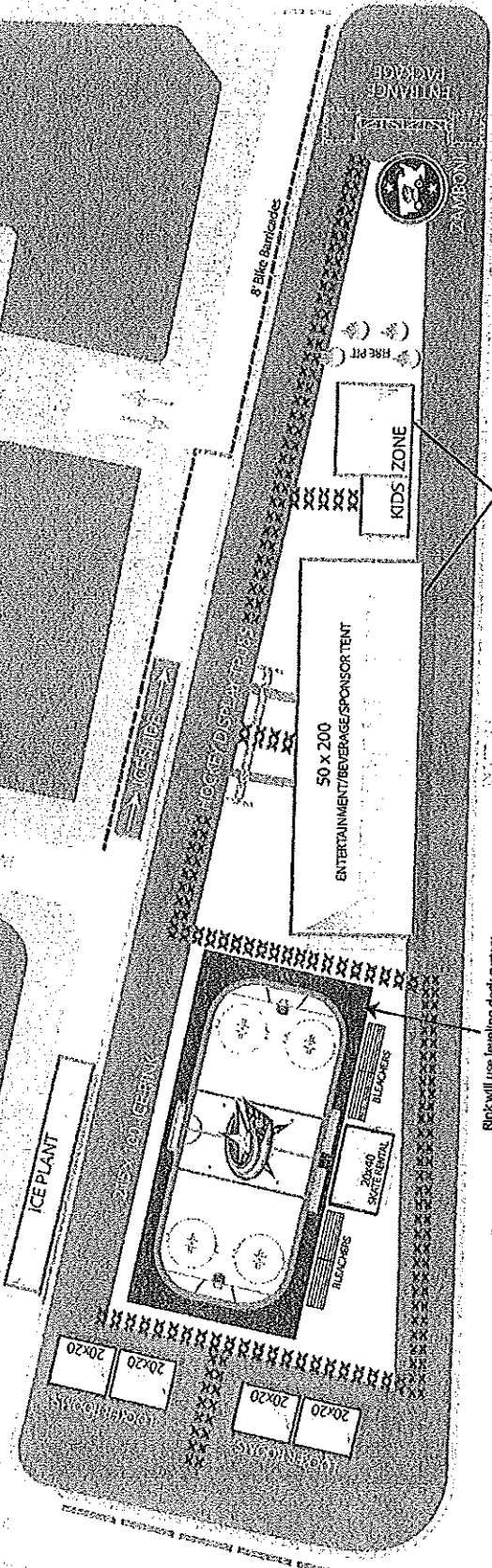
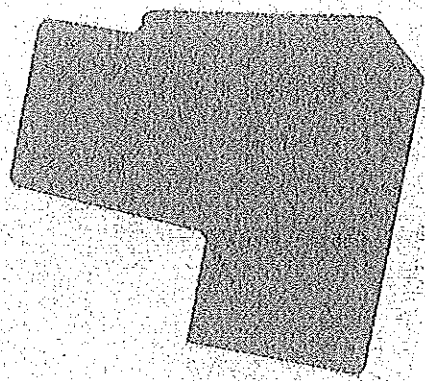
Both parties warrant and represent that they are duly authorized to enter into this agreement, and that the signatories below are authorized to enter this agreement. Moreover, both parties warrant and represent they have not entered into any other agreement, which would preclude them from entering this agreement. This agreement may not be assigned by either party without prior written consent of the other party.

This is the complete agreement of the parties. The parties have executed this agreement to be effective on the date specified above. Any modifications shall be in writing, duly signed as an Amendment of this agreement

For CBJ :
Date: 12/11/14
Michael A. Brist
(signed)
Michael A Brist
(printed) President

For Columbus Recreation and Parks:
Date: 12/11/14
Alan O. McKnight
(signed)
ALAN O. MCKNIGHT
(printed)

APPROVED AS TO FORM
Approved as to Form:
Richard C. Pfeiffer, Jr.
Richard C. Pfeiffer, Jr.
12/17/14



Tents will have flooring

Rink will use leveling deck system

XX - 8ft flooring will be used along side the sidewalk to create a 12ft
walkway we will also have 8ft walkways to the tents and around the rink