

Brookfield
Properties

EVENT AGREEMENT

Single Center – No fee

This Event Agreement ("Agreement") is made as of May 28, 2025, ("Effective Date") by and between COLUMBIA MALL L.L.C. ("Owner") and CITY OF COLUMBIA, MISSOURI a ("Organizer").

WHEREAS, Owner owns the Shopping Center ("Shopping Center") identified on Exhibit A and Organizer seeks to conduct an event in a portion of the common area of the Shopping Center as more particularly described herein;

WHEREAS, the provision of a premises for the Event shall be made available to Organizer by Owner for Organizer to conduct its Event, all as further provided below and in Exhibit A.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **TERM.** The "Term" of this Agreement shall begin on the Effective Date and shall terminate on May 28, 2025. The Event shall be conducted during the "Event Term" specified on Exhibit A.
2. **EVENT.** During the Event Term, Organizer shall conduct the event ("Event") described on Exhibit A in a portion of the common area ("Premises") of the Shopping Center and perform certain services ("Organizer's Obligations & Services"), each as more particularly described on Exhibit A. Activities conducted, materials provided or given to guests, and/or the exhibition of any displays, sets, signs, promotional campaigns, giveaways, decorations, materials, advertising collateral and/or equipment of Organizer brought on Property shall be collectively referred to herein as the "Event Elements". Permissible Event Elements shall be listed on Exhibit A. If on-property storage of Event Elements is approved in writing by Owner, the Premises is deemed to include the areas in which the Event Elements are stored.
3. **ORGANIZER'S OBLIGATIONS.**
 - A. **Event Elements.** Organizer agrees Event Elements expected to be at the Premises for the Event by the "Delivery Date(s)" specified on Exhibit A shall be delivered by such date; all Event Elements must be pre-approved by Owner in writing (email accepted) prior to display or use.
 - B. **Permits.** Organizer shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center, any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer will notify Owner immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to Owner prior to commencement of the Event and the provision of such permits or licenses to Owner is a condition precedent to any access to the Premises.
 - C. **Insurance.** Organizer shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to Owner a certificate of insurance or letter of coverage described therein prior to commencement of the Event.

Organizer shall have the sole responsibility of conducting the Event which may include the erection and installation of Event Elements authorized by Owner. Organizer shall install/deinstall the Event Elements and promptly repair, at its sole cost and expense, any damage to the Shopping Center caused by Organizer, its contractors, exhibitors, participants, or third parties on Property at the request of Organizer (collectively, "Organizer Service Providers"). Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center.

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In no event shall Organizer, any Contractor or Organizer Service Provider or any of their employees, agents, affiliates, subcontractors or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center.

- D. **Removal of Event Elements.** Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up the Premises in good order, repair, and condition to Owner. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, Owner shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, Owner shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against Owner for such removal, storage and/or disposal.
 - E. **Compliance With Law.** Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements including compliance with regulations governing prize promotions, catering, and collecting personally identifiable information. Organizer is solely responsible to produce and publish marketing collateral in compliance with all regulations and to accurately respond to all questions from the public or government agencies concerning its program.
 - F. **Acknowledgement.** Organizer acknowledges and agrees that Owner's ability to provide services and access to the Premises are contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement. Organizer acknowledges that the Premises are being provided to it on an "as-is" basis, and Organizer takes and occupies the Premises without reliance upon any representation by Owner or any of its officers, employees, managers, agents or representatives, or any other person, concerning the Premises, its fitness for Organizer's intended use or any other particular purpose of use, or any other promise, representation or inducement not expressly set forth in this Agreement.
4. **OWNER COMMITMENTS.** Owner shall review and approve in writing, in its sole discretion, all Event Elements. Owner reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in this Agreement and Owner's approval of the Event, Owner shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Owner and as needed to perform Organizer's obligations under this Agreement. Owner commitments ("Owner Commitments") concerning the Event are described in Exhibit A.
 5. **CONTRACTORS. CONTRACTORS.** Organizer shall procure and manage any and all contractors and volunteers (collectively, "Contractors") working at Organizer's Event and Organizer is fully responsible, and liable, for such Contractors. Organizer shall supply Owner with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by Owner in writing will be permitted to enter the Premises. **Organizer acknowledges and agrees that Owner shall not approve of, or permit, any such Contractor to enter the Premises, until Owner has received from each Contractor** (i) a certificate of insurance evidencing insurance coverage as set forth on Exhibit B. If Organizer's insurance covers a Contractor, the Organizer's certificate must include an explicit endorsement stating that such Contractors are insured under the Organizer's policy; and, (ii)

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an original of Exhibit C signed by an authorized representative of each Contractor, without modification. Any exception or modification to the foregoing requirements shall be at Owner's sole and absolute discretion.

6. INTELLECTUAL PROPERTY RIGHTS.

- A. Each party owns and shall retain all right, title and interest in and to its trademarks/service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly or indirectly contest, or in any way challenge, any part of the other party's right, title or interest in such party's Marks. Without the prior written consent of Owner, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
- B. Owner may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. Owner shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.

7. REPRESENTATIONS AND WARRANTIES.

- A. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder; and (iv) the production, circulation, display, and management of any offers, prize promotions, user-generated content campaigns, advertising promotions, or influencer or endorsement campaigns (collectively, "Promotional Elements") created or managed by Organizer for use either on or off the Premises shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements, accurately describe Organizer's initiative, and will not violate the trademark rights, copyrights, the right of privacy or publicity and will comply with industry standards concerning endorsement disclosure, if applicable.
- B. Owner represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Owner's full performance hereof.

8. INDEMNIFICATION.

TO THE EXTENT PERMITTED BY LAW AND WITHOUT WAIVING SOVEREIGN IMMUNITY, ORGANIZER SHALL INDEMNIFY, HOLD HARMLESS, DEFEND AND REIMBURSE OWNER, INCLUDING OWNER'S PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, PARTNERS AND DIRECTORS, ("INDEMNIFIED PARTIES") FROM AND FOR ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, ENCUMBRANCES, ATTORNEYS' FEES AND LITIGATION EXPENSES (COLLECTIVELY "**CLAIMS**") WHICH ARISE OR ARE ALLEGED TO ARISE WHOLLY OR PARTLY OUT OF: (I) ITS SERVICES, THE EVENT OR THE EVENT ELEMENTS OR ANY VIOLATION OF THIS AGREEMENT BY ORGANIZER, ANY CONTRACTOR OR ANY ORGANIZER SERVICE PROVIDER; OR (II) ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT OR OTHER ACTION OR OMISSION OF ANY OF THE ORGANIZER PARTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH CLAIMS INCLUDE MATTERS INVOLVING: (A) BODILY OR PERSONAL INJURY, SICKNESS OR DISEASE OR DEATH OF ANY OF THE ORGANIZER PARTIES, THE

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INDEMNIFIED PARTIES OR THIRD PARTIES WHO ARE INVOLVED WITH OR PARTICIPATING IN THE EVENT; (B) LOSSES OF, OR DAMAGE TO, PERSONAL, INTANGIBLE OR REAL PROPERTY OF ANY OF THE ORGANIZER PARTIES, THE INDEMNIFIED PARTIES OR THIRD PARTIES WHO ARE INVOLVED WITH OR PARTICIPATING IN THE EVENT (INCLUDING REDUCTION IN VALUE AND LOSS OF USE OR INCOME); (C) EMPLOYER-EMPLOYEE RELATIONS OF THE ORGANIZER PARTIES; (D) INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS; OR (E) CLAIMS FOR EXPRESS OR IMPLIED INDEMNITY OR CONTRIBUTION ARISING BY REASON OF ANY CLAIMS.

- A. THIS SECTION 8 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT, AND SHALL NOT BE CONSTRUED TO PROVIDE FOR ANY INDEMNIFICATION WHICH WOULD, AS A RESULT THEREOF, MAKE THE PROVISIONS OF THIS SECTION 8 VOID, OR TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW.

9. **LIMITATION ON LIABILITY.** To the extent permitted by law and without waiving sovereign immunity, Organizer hereby agrees to be solely responsible and hold Owner harmless for any loss or damage to the Event Elements and any other equipment or property of Organizer, or the Organizer Parties or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is caused solely and directly by the gross negligence of Owner. Owner shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by Owner during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 9, Organizer waives any claim against Owner for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor.

No representation, guarantee, assurance or warranty is made or given by Owner that the security procedures used by Owner, if any, will be effective to prevent property loss (by theft or otherwise) or injury to Organizer, any Organizer Service Providers, any Contractor, or guests.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF OWNER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, ONE THOUSAND DOLLARS.

10. **RELOCATION; REMOVAL.** Owner has the right in its sole discretion to relocate the Premises for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation, Owner shall provide Organizer with notice of the relocation and shall make reasonable efforts to relocate the Premises at Owner's expense to a location within the Shopping Center that offers comparable exposure to Organizer, as determined by Owner. During the Event Term, Owner has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason.

11. **TERMINATION; FAILURE TO PERFORM.**

- A. **Termination for Cause.** Unless cured within ten (10) business days of the alleged breach or, if the Event Term has commenced, within one (1) day, either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or

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trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, et seq. or similar law, as such may be amended from time to time. Any such notice of termination shall specify the alleged breach or cause in reasonable detail.

- B. Termination without Cause. Owner may terminate this Agreement immediately upon notice to Organizer at such time as Owner may elect without cause.

12. GENERAL PROVISIONS.

- A. Entire Agreement. This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- B. Assignment. This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of Owner. Owner may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of Owner under this Agreement.
- C. Notices. All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center to which it applies. The provisions of this Section 12C shall survive termination of this Agreement.
- D. **Governing Law; Venue; Disputes. If either party institutes legal suit or action arising out of or related to this Agreement the venue for such suit shall be in, the federal or state courts located in the county in which the Event is taking place. Each party waives any objection which it may now or hereafter have to the laying of venue or exercise of jurisdiction with respect to any such suit or action except as set forth herein. The parties agree that delivery or mailing of any process or other papers in the manner provided herein, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT IS LITIGATED OR HEARD IN ANY COURT. If either party institutes any action or proceeding against the other relating to this Agreement or the Services, the prevailing party shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.**

Reformation and Severability. If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

- E. Waivers; Modification; Amendment. No waiver, modification or amendment of any term or condition of

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this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.

- H. Independent Contractor. The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- I. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, except for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.
- J. Counterparts. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.
- K. Anti-Bribery. In relation to the transactions under this Agreement, Organizer confirms that it has not and will not accept any compensation that may violate the applicable laws, and will not promise, offer, receive, request, or authorize any payment to be used as bribe, kickback or corrupt practice, exceeding reasonable gifts/entertainment provided in the ordinary course of business.
- L. Blocked Person/Debarred Contractor Status. Organizer represents and certifies that it, any of its affiliates, group companies, partners, members, and any owner of a direct or indirect interest in it: (i) are not now and have never been a Blocked Person; (ii) are not now and have never been acting directly or indirectly for any Blocked Person; (iii) have never been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any applicable laws relating to terrorism or the laundering of money instruments; (iv) is not debarred from entering into contracts in the United States and that it shall ensure that all of its Contractors and Organizer Service Provider engaged in connection with the Event, to the extent practicable, shall make a representation substantially similar to this subsection; and (v) are not currently under investigation by any applicable governmental authority for alleged criminal activity. "Blocked Person" means any person, group, entity, nation or transaction (a) named or listed by any governmental agency as a known or suspected terrorist, terrorist organization, prohibited person or a "Special Designated National and Blocked Person", (b) subject to any economic, trade, or transactional sanctions imposed by any governmental agency, or (c) otherwise banned or blocked pursuant to any laws that are enforced or administered by any governmental agency.

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- M. Reporting Hotline. A Reporting Hotline is maintained for Owner's employees, vendors, partners and various other interested parties to anonymously report any concerns or raise any issues free of discrimination, retaliation or harassment pertaining to (i) accounting, auditing or other financial reporting irregularities, (ii) unethical business conduct (including safety, environment, conflicts of interest, theft and fraud), or (iii) violations of applicable law. The Reporting Hotline may be accessed by telephone (toll free) at 800.665.0831 or by internet by submitting an anonymous report online at www.reportlineweb.com/Brookfield, the purpose of the hotline is to investigate reports for compliance with applicable laws or as otherwise deemed necessary.
- N. No Third Party Rights. The provisions of this Agreement are for the exclusive benefit of the Parties, and no other person or entity shall have any right or claim against any Party by reason of these provisions or be entitled to enforce any of these provisions against any Party.
- O. Counterparts. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.
- P. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provide by federal and state constitutions or laws.
- Q. Nature of City's Obligations. All obligations of the city under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

ORGANIZER:

By: _____

Name: De'Carlton SeewoodTitle: City Manager

OWNER:

COLUMBIA MALL L.L.C.,
a Delaware limited liability company

By: Rusty Strodtman
Authorized Signatory

Approved as to form:

By: _____
Nancy Thompson, City Counselor



Exhibit A

1. Event Details

- Property - Shopping Center: Columbia Mall (MO)
- Event Term – event date/time: May 28, 2025, from 4pm – 7pm
- Contact at Shopping Center – Stephanie Smith
- Premises – Café Court Parking Lot
- Contractors: TBD

2. Event Description: City of Columbia Parks & Recreation Department will hold their annual Tons of Trucks event in the mall parking lot on May 28, 2025, from 4pm to 7pm. Local children will be able to play on large service vehicles.

3. Delivery Dates: day of Event

4. Event Elements: city, service, and business vehicles

5. Owner Commitments:

- Use of Premises for Event
- Will rope off location for event on the day of
- Coordination of food truck vendors

6. Organizer's Obligations & Services include:

- Manage and promote Event (including set up and clean up), obtain permissions as required by all applicable regulations
- Manage staff and ensure only trained volunteers conduct the duties needed
- Will provide trash cans
- Will be in charge of providing the trucks and other vehicles and overseeing the event
- Will provide a COI to cover city vehicles and will collect COIs to cover all participating vehicles not owned by the city
- Will promote event through Leisure Times, e-newsletters, social media, media sponsors, and City channel promotions

7. Notices To Owner:

Columbia Mall (MO) Mall Mgmt Office 2300 BERNADETTE DRIVE COLUMBIA MO, 65203 Attn: General Manager

With a copy to: BPRI 350 N. Orleans St., 300 Chicago IL 60654 Attn: Legal Department - Contracts

8. Notices To Organizer:

City of Columbia, Parks and Recreation Department, 1907 Hillcrest Drive Columbia, Missouri 65201 Attn: Moria Theis

With a copy to: City of Columbia, PO BOX 6015, Columbia, Missouri 65205 Attn: De'Carlton Seewood

EXHIBIT B
INSURANCE REQUIREMENTS

REQUIRED INSURANCE. Organizer and Contractor shall furnish and maintain in effect during the Term of the Agreement the following minimum insurance coverage:

General Liability includes Personal & Advertising Injury	\$1,000,000 Occurrence/\$1,000,000 Aggregate except the Events set forth below which shall be as follows																						
Participants must sign Activity Waiver Participants must sign Activity Waiver	<table> <tr> <th data-bbox="862 489 1029 520">Type of event</th><th data-bbox="1198 489 1495 556">Standard GL Occurrence / Aggregate Requirement</th></tr> <tr> <td data-bbox="732 562 976 594">Petting Zoos/Dances</td><td data-bbox="1206 562 1495 594">\$1,000,000 / \$3,000,000</td></tr> <tr> <td data-bbox="732 598 1122 630">Vehicle Display/Events w Alcohol</td><td data-bbox="1206 598 1495 630">\$1,000,000 / \$3,000,000</td></tr> <tr> <td data-bbox="732 634 987 665">Vehicle Driven Events</td><td data-bbox="1206 634 1495 665">\$2,000,000 / \$5,000,000</td></tr> <tr> <td data-bbox="732 669 948 701">Food Truck Events</td><td data-bbox="1206 669 1495 701">\$2,000,000 / \$5,000,000</td></tr> <tr> <td data-bbox="732 705 1062 737">Sampling/Specialty Markets</td><td data-bbox="1206 705 1495 737">\$2,000,000 / \$5,000,000</td></tr> <tr> <td data-bbox="732 741 883 772">Walks/Races</td><td data-bbox="1206 741 1495 772">\$2,000,000 / \$5,000,000</td></tr> <tr> <td data-bbox="732 777 948 808">Carnivals/Circuses</td><td data-bbox="1206 777 1495 808">\$5,000,000 / \$5,000,000</td></tr> <tr> <td data-bbox="732 812 1062 844">Concerts (> 1500 attendees)</td><td data-bbox="1206 812 1495 844">\$5,000,000 / \$5,000,000</td></tr> <tr> <td data-bbox="732 848 899 879">Rock Climbing</td><td data-bbox="1206 848 1495 879">\$5,000,000 / \$5,000,000</td></tr> <tr> <td data-bbox="732 884 997 915">E-cycling/Yoga/Zumba</td><td data-bbox="1206 884 1495 915">\$2,000,000 / \$2,000,000</td></tr> </table>	Type of event	Standard GL Occurrence / Aggregate Requirement	Petting Zoos/Dances	\$1,000,000 / \$3,000,000	Vehicle Display/Events w Alcohol	\$1,000,000 / \$3,000,000	Vehicle Driven Events	\$2,000,000 / \$5,000,000	Food Truck Events	\$2,000,000 / \$5,000,000	Sampling/Specialty Markets	\$2,000,000 / \$5,000,000	Walks/Races	\$2,000,000 / \$5,000,000	Carnivals/Circuses	\$5,000,000 / \$5,000,000	Concerts (> 1500 attendees)	\$5,000,000 / \$5,000,000	Rock Climbing	\$5,000,000 / \$5,000,000	E-cycling/Yoga/Zumba	\$2,000,000 / \$2,000,000
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Rock Climbing	\$5,000,000 / \$5,000,000																						
E-cycling/Yoga/Zumba	\$2,000,000 / \$2,000,000																						
Automobile Liability	\$1,000,000 Combined Single Limit																						
Workers' Compensation Employers' Liability	Statutory																						
OR	\$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee																						
(for Monopolistic States) Workers' Compensation Stop Gap Employers' Liability	Evidence of Monopolistic State Coverage \$500,000 Occurrence/Aggregate																						
Liquor Liability, or a combination of Liquor Liability and Follow Form Umbrella Liability or Follow Form Excess Liability: (if alcohol is served)	Not Less Than \$5,000,000 Per Occurrence This insurance shall include, but not be limited to, coverage for liability arising from premises, operations, independent contractors, and liability assumed under an insured contract. Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.																						

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POLICY REQUIREMENTS.

All insurance requirements of Organizer shall be satisfied by self-funded coverage with a Self Insured Retention acceptable and hereby approved by Owner. To the extent allowed under any excess liability coverage and not prohibited by law, the following shall apply:

The General Liability Insurance, Automobile Liability Insurance, Liquor Liability insurance, and the Follow Form Umbrella Liability Insurance or Follow Form Excess Liability Insurance shall name, as "Additional Insureds":

Columbia Mall L.L.C.

Brookfield Properties Retail Holding LLC

Brookfield Properties Retail Inc.

Brookfield Property Partners LP

and their respective subsidiaries, affiliates, directors, officers, employees, partners and agents.

All Insurance policies required by this Agreement shall contain waivers of any and all rights of subrogation against the Additional Insureds, and the Liability Insurance policies or self-funded coverage required by this agreement shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under Organizer's policies to apply separately to each Additional Insured.

All Insurance policies or self-funded coverage required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Organizer, its employees, agents, contractors and/or subcontractors.

Organizer and Contractor, for both themselves and on behalf of the "Additional Insureds", shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible or self-insured retention, including any loss not covered because of the operation of such deductible or self-insured retention.

Before any Event, the Shopping Centers shall be furnished valid and original certificate(s) of insurance or letter of coverage evidencing that all required insurance coverages are in force. All insurance policies or self-funded coverage required in the Agreement shall not be allowed to be cancelled, allowed to lapse or substantially modified without thirty (30) days' prior written notice to Owner, except for non-payment of premium for which ten (10) days notice shall be provided.

If applicable, in addition to the foregoing insurance requirement, Organizer shall keep in full force and effect at its sole cost and expense, a policy of insurance or self-funded coverage naming the additional insureds as listed in this Exhibit for the amount indicated, per occurrence, which includes liability coverage for the sale, transfer, consumption and use of beer, wine, liquor or other intoxicants ("dram shop" or "liquor liability" coverage), insuring against any and all liability that may be imposed on the parties who have executed the Agreement or Additional Insureds for injuries and/or damage to persons and property arising from Organizer, or its Contractors, providing beer, wine, liquor or other intoxicants for consumption at the Shopping Center.

See Section 5 for explicit endorsement statement required on COI concerning Contractors.

EXHIBIT C
CONTRACTOR HOLD HARMLESS
AGREEMENT
{signed by Organizer's contractor(s)}

The undersigned, a contractor ("Contractor"), engaged by CITY OF COLUMBIA, MISSOURI ("Organizer") in connection with its event ("Event") conducted at Columbia Mall (MO) ("Shopping Center") during the Event Term specified in that certain Event Agreement ("Agreement") effective May 28, 2025, by [redacted] and between the "Owner" of the Shopping Center and Organizer, will indemnify, protect, defend and hold harmless Owner, the Shopping Center managing agent, if any, their parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and against any and all claims, damages, actions, property loss, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees (collectively "Contractor Parties") in connection with the Event services Contractor performs. Contractor waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property or person while performing Event services for Organizer.

Acknowledged and agreed:

By: _____
Signature

Printed Name: De'Carlon Seewood, City Manager

Date: _____

Entity Name, if applicable: City of Columbia, Missouri

Title: _____