

CONTRACT FOR PROFESSIONAL SERVICES
for
ENTER TYPE OF SERVICES
between
SAN DIEGO CONVENTION CENTER CORPORATION, INC.
and
ENTER CONSULTANT NAME
CONTRACT NO. ENTER CONTRACT NUMBER

This Contract ("Contract") is entered into effective **enter date** ("Effective Date") by and between the San Diego Convention Center Corporation, Inc. ("Corporation"), a California nonprofit corporation with primary offices located at 111 West Harbor Drive, San Diego City and County, California 92101 and **enter Consultant name** with primary offices located at **enter Consultant address** ("Consultant") individually referred to herein as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Corporation operates and manages the San Diego Convention Center located at 111 West Harbor Drive, San Diego, California (the "Center"); and,

WHEREAS, Corporation is in need of **enter description of services**; and,

WHEREAS, Consultant is engaged in the business of providing **enter description of services**;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, it is mutually agreed by the Parties that Corporation does hereby retain Consultant on the following terms and conditions:

SECTION 1. SCOPE OF SERVICES

1.1 Employment of Consultant. Corporation hereby agrees to engage Consultant and Consultant hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. Consultant represents that all professional services required hereunder will be performed directly by Consultant, or under direct supervision of Consultant.

1.2 Scope of Services. Consultant shall provide **enter description of services** ("Services") as follows:

Enter RFP Scope Here

As additional consideration, Consultant and Corporation agree to abide by the terms and conditions contained in this Contract. Consultant will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by Corporation, that are necessary or proper to complete the required professional Services.

1.3 Change Orders. A change to the scope ("Change Order") may be a request from either Corporation or Consultant. In the event Corporation determines to change the scope to either delete or add work to be performed by Consultant, Consultant shall prepare a written Change Order setting forth in detail the changes to the scope, the cost associated with the changes, the modifications to the project schedule from the changes, and the amount by which the Not to Exceed (NTE) will decrease or increase. Corporation shall have the right to approve or disapprove the Change Order in its sole and absolute discretion. Any Change Order approved by Corporation and Consultant must be authorized in writing and executed by both Parties prior to commencement of any work on the Change Order.

1.3.1 Changes Requested by Consultant. If Consultant believes a Change Order is necessary for any reason to complete the SOW, Consultant shall provide Corporation a proposed Change Order in writing including (a) Consultant's proposed adjustment to the project schedule, (b) Consultant's proposed adjustment to the not to NTE; and (c) a detailed description of the change and reason for the change. Corporation shall have the right to approve or disapprove the Change Order in its sole and absolute discretion. Any Change Order approved by Corporation and Consultant must be authorized in writing and executed by both Parties prior to commencement of any work on the Change Order.

1.3.2 Changes in Writing. Consultant may not implement any Change Order without written authorization from Corporation except for (a) emergencies endangering life or property, (b) minor modifications not changing cost and not inconsistent with purposes of the scope. Consultant waives all compensation for any change not authorized by both Parties in writing.

1.3.3 Conflicts. If a conflict exists between the Change Order and this Contract, the Change Order shall prevail. All work performed under a Change Order must be pursuant to the terms and conditions of this Contract.

1.3.4 Executed Work Change. Each executed Change Order will constitute a final settlement, and waiver by, Consultant of the right to assert any further claim including any increase in compensation based upon claims such as of loss of productivity, lost efficiency, or resulting residual costs.

1.3.5 No Suspension. Consultant shall not suspend any work pending resolution of a proposed Change Order unless directed by Corporation in writing.

SECTION 2. TERM AND TERMINATION

2.1 Term. All Services required pursuant to this Contract shall commence on **enter start date** and shall continue until completion of Services on **enter end date** or until terminated sooner as described in this Section. Corporation may terminate this Contract for any reason by giving ten days written notice to Consultant.

If this Contract is terminated for any reason, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by Consultant shall, at the option of Corporation, become the property of Corporation. If this Contract is terminated by Corporation as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Consultant covered by this Contract, less payments of compensation previously made. Corporation shall not be liable to Consultant for any damages, claims, losses, or any other amounts, except as described above.

2.2 Authorization to Proceed. Should Consultant begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by Consultant in advance of the said date of authorization shall be considered as having been done at Consultant's own risk and as a volunteer unless said professional services are so authorized.

SECTION 3. FINANCIAL

3.1 Total Compensation: Fees for Services. Except for expenses as described in Section 3.2, the maximum total compensation payable under this Contract shall not exceed **xxxxxxxxxxxxx (\$xxxxxxxxx)**. Consultant shall be compensated as follows:

Insert Compensation Details Here

Corporation shall make payment within thirty (30) calendar days of receipt and approval of an undisputed invoice. Corporation shall, at its option, make payment by credit card, check, or as an automated clearing house (ACH) payment (if Consultant is enrolled to receive such payments).

3.1.1 Out of Scope Service Rates. In the event Corporation requests out-of-scope services, Corporation shall compensate Consultant for Services as follows:

Insert Out-of-Scope Service Rates Here, If Applicable

3.2 Expense Reimbursement. Corporation shall reimburse Consultant on a monthly basis for all reasonable expenses of Consultant that have been pre-approved in writing by Corporation.

3.3 Method of Payment. Consultant shall submit itemized invoices to the San Diego Convention Center Corporation, Attn: Accounts Payable. Invoices shall (1) reference Contract number **enter number**; and (2) include a written description of work performed. Invoices approved by Corporation shall be paid per the terms of this Contract. Corporation shall promptly notify Consultant of any disputed or disallowed charges. Corporation shall remit payment to Consultant within thirty (30) days of receipt of approved invoice.

3.4 Billing Records. Consultant shall maintain full and complete records of the time spent providing the Services and receipts for all expenses billed to the Corporation. Such records shall be retained for not less than four years following expiration or termination of this Contract and provided to Corporation within five business days following a written request.

At any time during normal business hours and as often as may be deemed necessary the Consultant shall make available to a representative of Corporation for examination all of its records with respect to all matters covered by this Contract and shall permit Corporation to audit, examine and/or reproduce such records. Consultant shall retain such financial and program service records for at least four years after termination or final payment under this Contract. The Consultant shall include the Corporation's right under this section in any and all of their subcontracts and shall ensure that these sections are binding upon all subcontractors.

3.5 Funding Contingency. Corporation's fiscal year is the period between July 1 of each calendar year and June 30 of the succeeding calendar year. Corporation's continued obligation to make payments under this Contract, beyond the current fiscal year, is contingent upon the availability of sufficient funding in each subsequent fiscal year(s).

3.6 Authorization to Proceed. Should Consultant begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by Consultant in advance of the said date of authorization shall be considered as having been done at Consultant's own risk and as a volunteer unless said professional services are so authorized.

3.7 Audit. Consultant may designate its own employee or its contracted representative from a certified public accounting firm, who will have the right to audit and examine at any cost, payment, settlement, or other supporting documentation relating to this Contract. Consultant agrees to fully cooperate with such audit(s). Corporation shall provide notice to Consultant of any exception taken as a result of an audit, and Consultant shall refund to Corporation no later than ten (10) days of such notice the amount specified. If Consultant fails to make such payment, Consultant shall pay interest on any unpaid portion of such payment, accruing monthly, at a rate equal to the lesser of ten percent (10%) per annum and the maximum lawful rate. Such interest shall be calculated from the date of the notice of the exception(s) to the date Consultant reimburses Corporation in full for the exception(s). Consultant shall reimburse Corporation for the cost of the audit if it discloses overage of five percent (5%) or greater. Corporation's audit rights extend for a period of five (5) years following the date of final payment. Consultant and the Consultant Parties shall retain all necessary records and documentation for the length of this audit period.

3.8 Taxes. Consultant is liable for and shall pay before delinquency all federal, state, municipal, or local sales, use, excise and other taxes in relation to the materials, equipment, wages, and salaries paid in relation to the performance of the scope. Consultant agrees to treat all individuals performing the scope as employees of Consultant or Consultant Party as applicable for purposes of federal and state income taxes, unemployment and disability insurance, Medicare taxes, and Social Security.

3.8.1 California Tax. Consultant represents that Consultant is a California resident or registered with the California Secretary of State and shall provide Corporation with a copy of Form 590 (Withholding Exemption Certificate) in accordance with California Revenue and Taxation Code Section 18662 or seven percent (7%) of all compensation payable to Consultant for work performed in California be withheld in accordance with applicable California Franchise Tax Board regulations unless Corporation has been notified in writing that withholding is a lower rate or withholding is waived.

3.9 Living Wage. Consultant shall comply with the City of San Diego Living Wage Ordinance (San Diego Municipal Code Article 2, Division 42, §§22.4201 through 22.4245), unless granted an exemption by the City's Purchasing Agent. Consultant shall also permit Corporation access to the Consultant's (a) worksite and (b) payroll records, upon the Corporation's request and at any time during the Consultant's business or operation hours, to allow the Corporation to audit and confirm the Consultant's compliance with the Living Wage Ordinance. Consultant shall also ensure that the requirements of this Paragraph 3.9 are incorporated into its agreements with any of its subcontractors engaged to work on Corporation matters and shall provide the Corporation with documentation confirming that any such subcontractors have agreed to be bound by these requirements. Failure to comply with the Living Wage Ordinance, or with the terms of this Paragraph 3.9, and/or failure to promptly cure any noncompliance shall be grounds for termination of this Contract.

SECTION 4. INSURANCE; INDEMNIFICATION

4.1 Insurance. Consultant shall, at its sole cost and expense, procure and maintain, throughout the term of this Contract, the applicable insurance as set forth herein. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of California. Such insurance companies and policies are subject to the prior approval and acceptance of Corporation. Prior to commencing performance of this Contract, Consultant shall provide Corporation original insurance certificates evidencing the required coverage.

1. Commercial General Liability Policy with coverage as broad and as encompassing as the Commercial General Liability in the occurrence form and providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the use or occupancy of the Center, or arising out of Consultant's and its employees', subconsultants', agents' authorized representatives' performance of this Contract. Such insurance shall be primary and non-contributory with any other coverage, including Corporation's and such insurance shall afford immediate defense and indemnification of Corporation, City of San Diego and San Diego, San Diego Unified Port District to the limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) and similar aggregate limit.
2. Employer's Liability insurance with the following limits:

Bodily Injury by Accident-	\$2,000,000.00 each accident
Bodily Injury by Disease -	\$2,000,000.00 policy limit
Bodily Injury by Disease -	\$2,000,000.00 each employee
3. Commercial Automobile Liability, or Business Auto coverage with limits not less than TWO MILLION DOLLARS (\$2,000,000.00) for each occurrence, combines single limit for bodily injury or death and property damage, covering owned, non-owned and hired automobiles, including loading and unloading operations;
4. Professional Liability. Consultant shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of

the Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Services or termination of this Contract whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the Corporation's exposure to loss. All defense costs shall be outside the limits of the policy.

The Commercial General Liability and Commercial Automobile Liability insurance policies described above must include the following additional insured endorsement language:

San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents, and employees of each of these three entities are named as additional insured.

5. Workers' Compensation insurance as required by the laws of the State of California.

The cancellation clause for all the above policies and certificate(s) shall read as follows:

Should this policy be canceled before the expiration date thereof, the issuing company will mail sixty days written notice to the certificate holder named herein.

Consultant and Corporation agree that the specified coverage or limits of insurance in no way limits the liability of Consultant. Consultant shall maintain with respect to each such policy or agreement evidence of such insurance coverage and endorsements as required by this Section.

4.2 Indemnification. Consultant shall indemnify, hold harmless and defend the Corporation, City of San Diego, San Diego Unified Port District, and their respective members, officers, directors, agents and employees from and against any and all claims, suits, damages, actions, costs, and expenses (including reasonable attorney's fees) arising out of or connected with, whether directly or indirectly, Consultant's performance of the Services for this Contract by Consultant and/or its employees, agents, consultants, or subcontractors, unless the claim or suit arises out of the sole negligence or willful misconduct of the parties to be indemnified, their employees or agents. The effect and application of this indemnification provision shall survive the termination or expiration of this Contract and shall not be limited to the insurance provisions of this Contract.

SECTION 5. GENERAL PROVISIONS

5.1 Independent Contractor Status. Consultant is and shall remain an independent contractor and shall not be considered an employee of Corporation. Corporation shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Contract; however, Corporation shall not have the right to control the means by which Consultant accomplishes its services. Any provision in this Contract that may appear to give Corporation the right to direct Consultant or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that Consultant shall follow the direction of the Corporation as to end results of the work only.

Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which Corporation employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, Consultant being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

Neither Consultant nor its agents or employees shall act as officers, agents, or employees of Corporation. Consultant has no authority to assume or create any commitment or obligation on behalf of Corporation, or to bind Corporation in any manner.

5.2 Assignment: Subcontracting. Notwithstanding Section 5.9 below, Consultant shall not assign or transfer any interest in this Contract, whether by assignment or novation, without the prior written consent

of Corporation; and any purported assignment by Consultant, without prior written consent, shall be null and void, and constitute a material breach. Claims for money due or to become due to Consultant from Corporation pursuant to this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to Corporation.

Except as specifically provided in this Contract, no performance required of Consultant herein may be subcontracted without Corporation's prior written approval. All contracts entered into between the Consultant and any Corporation- approved subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Contract and for the duration of this Contract. The Consultant shall require the subcontractor to obtain all policies described above in the amounts required by the Corporation, which shall not be greater than the amounts required of the Consultant.

In any dispute between the Consultant and its subcontractor, the Corporation shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the Corporation as described in Section 4.2 of this Contract should the Corporation be made a party to any judicial or administrative proceeding to resolve any such dispute.

5.3 Intellectual Property

5.3.1 Claims. Consultant warrants that the work performed under the scope will be free of any claims in connection with trade secret, trademark, service mark, trade name, copyright, patent infringement, or any other violations of intellectual property rights. If any claim is made, Consultant shall remove any such claim at its expense and either procure the right to use the work or product or replace or modify the product, so they are not infringing or violating any intellectual property rights.

5.3.2 Company Intellectual Property. Corporation will retain ownership of any and all specifications, documentations, and other material provided by Corporation to Consultant in connection with the scope. Any invention, drawing, method, technique, process, or discovery whether or not patentable/copyrightable that Consultant or Consultant Party may develop in course of performing the SOW, and any deliverable (including drawings, calculations, reports, and analysis) developed by Consultant and Consultant Party is required to be delivered to Corporation pursuant to the scope, shall be owned by Corporation.

5.4 Ownership of Materials and Documents. Any and all materials and documents prepared by the Consultant shall be the property of the Corporation from the moment of their preparation, and the Consultant shall deliver such materials and documents to the Corporation whenever requested to do so by the Corporation. However, the Consultant shall have the right to make duplicate copies of such materials and documents for its own file or for other purposes as may be authorized in writing by the Corporation.

5.5 Confidential Information: Non-Disclosure.

5.5.1 Corporation may from time to time communicate to Consultant certain information to enable Consultant to effectively perform the Services. Consultant shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof to any third party without the prior written consent of Corporation. Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligation of this Section, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Consultant, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Consultant without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to Consultant by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party. Consultant shall not disclose any reports, recommendations, conclusions or other results of the Services or the existence of the subject matter of this Contract without the prior written consent of Corporation. In its performance hereunder, Consultant shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

5.5.2 Consultant's obligations under this Section 5.5 shall survive for a period of three years following the termination of this Contract.

5.5.3 Except as necessary for performance of service under this Contract, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Contract shall be released by Consultant to any other person or agency without Corporation's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved, and distributed solely by Corporation, unless otherwise provided by written agreement between the Parties. After project completion, Consultant may list the project and the general details in its promotional materials.

5.6 **Conflict of Interest.** During the term of this Contract, Consultant shall not perform Services of any kind for any person or entity that would conflict with the Services provided herein, without the prior written consent of the Corporation. By executing this Contract, Consultant warrants and represents that it does not, nor shall it, represent any client whose interests are adverse or hostile to the Corporation. Corporation shall have the right to terminate this Contract, effective immediately, upon determining a conflict exists.

This Contract may be immediately terminated by the Corporation if Consultant employs an individual who, within twelve months immediately preceding such employment, in his/her capacity as a Corporation employee, participated in negotiations with or otherwise had an influence on the selection of the Consultant.

Consultant shall at all times comply with the applicable terms of the Political Reform Act and the local conflict of interest ordinance. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the Corporation in which the Consultant has a financial interest as defined in Government Code Section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Corporation.

Consultant shall comply with all of the applicable reporting requirements of the Political Reform Act and local ordinance. Specifically, within 30 days of receiving notice from the Corporation that Consultant has been determined by the Corporation to have a reporting requirement under the Political Reform Act, Consultant shall file Statements of Economic Interest with the Corporation in a timely manner on forms which Consultant shall obtain from the Corporation.

5.7 **Standard of Care: Licenses.** Consultant shall perform the Services in a skillful and competent manner. Consultant shall be responsible to Corporation for any errors or omissions in its performance of the Services. Consultant represents and warrants to Corporation that it has in effect, and shall retain, throughout the Term hereof, all licenses, permits, qualifications and approvals of whatever nature are required to practice its profession. Consultant shall comply with applicable laws in effect at the time the Services are performed hereunder which, to the best of its knowledge, information, and belief, apply to its obligations under this Contract.

5.8 **Equal Opportunity Programs.** Consultant shall fully comply with all applicable federal and state laws and regulations prohibiting discriminatory employment practices.

5.9 **Binding on Successors and Assigns.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and assigns.

5.10 **Mediation.** In the event of a dispute between Corporation and Consultant concerning the terms of this Contract or its performance, the Parties may, but are not required to, agree to submit such dispute to mediation. If both Parties agree to mediation, Corporation and Consultant agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

5.11 **Time is of Essence.** Time is of the essence for each and every provision of this Contract that states a time for performance and for every deadline imposed by the Corporation.

5.12 Statement of Experience. By executing this Contract, Consultant represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Contract in a manner satisfactory to Corporation. Consultant represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with agencies like Corporation all suggest that Consultant is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy Corporation.

5.13 Responsibility for Equipment. Corporation shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Consultant or any of Consultant's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to Consultant by Corporation. The acceptance or use of any such equipment by Consultant, Consultant's employees, or subcontractors shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless Corporation from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

5.14 No Waiver. No failure of either the Corporation or the Consultant to insist upon the strict performance by the other of any covenant, term, or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract shall constitute a waiver of any such breach of such covenant, term or condition.

5.15 Subordination. This Contract and the Corporation's obligations herein shall be subordinate to any obligations (including leases deeds of trusts, mortgages, and bonds) created or given by Corporation with respect to the Center. Consultant shall, upon request, give and execute written acknowledgements of this subordination provision to the holder(s) of any such obligations.

5.16 Force Majeure. The obligation of any party to perform any acts herein shall be suspended during the period such performance is prevented by acts of God; war; riot; invasion; fire; accident; strike or walkout; government interference, regulation, appropriation, or rationing; or by inability to secure goods because of the foregoing conditions. The obligation to perform shall resume immediately upon cessation of the force majeure condition(s).

5.17 Notices. Any notice required by this Contract shall be deemed to have been sufficiently communicated when (1) personally delivered or (2) on the second (2nd) business day after mailing by overnight delivery, postage prepaid with confirmation of delivery:

to Corporation addressed:

President and Chief Executive Officer
San Diego Convention Center Corporation Inc.
111 West Harbor Drive
San Diego, California 92101-7899

With copy to: Procurement Department

or to Consultant addressed:

enter consultant name
enter consultant address

5.18 Modifications and Amendments. Any amendment or modification of this Contract shall be valid only when written and signed by each party.

5.19 Partial Invalidity. If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5.20 Applicable Law/Venue. This Contract is made and entered into in the State of California and its interpretation and enforcement and the construction of its terms shall be governed by California law. Any

action brought to enforce or interpret any portion of this Contract shall be brought in the County of San Diego, California. Consultant hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

5.21 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether or not to seek advice of counsel with respect to this Contract is a decision which is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

5.22 Singular, Plural, and Gender. As used herein, the singular shall include the plural and the masculine shall include the feminine or neuter.

5.23 Headings. All section and paragraph headings are for reference and convenience only and do not alter, amend, explain, interpret, or otherwise affect the terms and conditions of this Contract.

5.24 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Contract and the Exhibit(s), the main body of this Contract shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Contract, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Contract, the Exhibit(s), and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

5.25 Exhibits Incorporated. The following Exhibits are Incorporated into the Contract by this reference:

- **Insert Exhibits**

5.26 Signing Authority. The representative for each party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other party or Parties hereto harmless if it is later determined that such authority does not exist.

5.27 Entire Agreement. This Contract and its Exhibit(s) represent the sole and entire agreement between Corporation and Consultant, and supersedes all prior negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract.

5.28 Disputes: Venue. If litigation is initiated to enforce or interpret any term of this Contract, the Parties agree that action will be brought in the Superior Court of the County of San Diego, California (or the U.S. District Court for the Southern District of California if federal courts have exclusive jurisdiction over the subject matter of the dispute).

IN WITNESS WHEREOF, the parties hereto have duly executed duplicate originals of this Contract effective the date set forth on the first page hereof.

Consultant	San Diego Convention Center Corporation, Inc.
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____