



# EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

|                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                      |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------|--|
| 1. EDS Number:<br>A249-09-321038 <b>A</b>                                                                                                                                                                                                                                                                                                                         |  | 2. Date prepared:<br>7/30/2009 <b>925</b><br><b>6W</b>               |  |
| <b>3. CONTRACTS &amp; LEASES</b>                                                                                                                                                                                                                                                                                                                                  |  |                                                                      |  |
| <input type="checkbox"/> Professional/Personal Services                                                                                                                                                                                                                                                                                                           |  | <input type="checkbox"/> Contract for procured Services              |  |
| <input type="checkbox"/> Grant                                                                                                                                                                                                                                                                                                                                    |  | <input type="checkbox"/> Maintenance                                 |  |
| <input type="checkbox"/> Lease                                                                                                                                                                                                                                                                                                                                    |  | <input type="checkbox"/> License Agreement                           |  |
| <input type="checkbox"/> Attorney                                                                                                                                                                                                                                                                                                                                 |  | <input type="checkbox"/> Amendment#                                  |  |
| <input type="checkbox"/> MOU                                                                                                                                                                                                                                                                                                                                      |  | <input type="checkbox"/> Renewal #                                   |  |
| <input type="checkbox"/> QPA                                                                                                                                                                                                                                                                                                                                      |  | <input checked="" type="checkbox"/> Other <u>SGS/ TB</u>             |  |
| <b>FISCAL INFORMATION</b>                                                                                                                                                                                                                                                                                                                                         |  |                                                                      |  |
| 4. Account Number:<br>4000-10800                                                                                                                                                                                                                                                                                                                                  |  | 5. Account Name:<br>MAINTENANCE SERVICES                             |  |
| 6. Total amount this action:<br>\$0.00                                                                                                                                                                                                                                                                                                                            |  | 7. New contract total:<br>0.00                                       |  |
| 8. Revenue generated this action:<br>\$5,200.00                                                                                                                                                                                                                                                                                                                   |  | 9. Revenue generated total contract:<br>\$5200.00                    |  |
| 10. New total amount for each fiscal year:                                                                                                                                                                                                                                                                                                                        |  |                                                                      |  |
| Year 2010 \$0.00                                                                                                                                                                                                                                                                                                                                                  |  |                                                                      |  |
| Year 2011 \$0.00                                                                                                                                                                                                                                                                                                                                                  |  |                                                                      |  |
| Year 2012 \$0.00                                                                                                                                                                                                                                                                                                                                                  |  |                                                                      |  |
| Year 2013 \$0.00                                                                                                                                                                                                                                                                                                                                                  |  |                                                                      |  |
| <b>TIME PERIOD COVERED IN THIS EDS</b>                                                                                                                                                                                                                                                                                                                            |  |                                                                      |  |
| 11. From (month, day, year):<br>8/15/2009                                                                                                                                                                                                                                                                                                                         |  | 12. To ( month, day, year ):<br>8/15/2013                            |  |
| 13. Method of source selection:                                                                                                                                                                                                                                                                                                                                   |  |                                                                      |  |
| <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated                                                                                                                                                                                                                                                     |  |                                                                      |  |
| <input type="checkbox"/> RFP# <input checked="" type="checkbox"/> Other (specify) <u>SGS/TB</u> <input type="checkbox"/> Special Procurement                                                                                                                                                                                                                      |  |                                                                      |  |
| 14. Name of agency:<br>Indiana Dept of Transportation                                                                                                                                                                                                                                                                                                             |  |                                                                      |  |
| 15. Requisition Number:                                                                                                                                                                                                                                                                                                                                           |  |                                                                      |  |
| 16. Address: Dept Of Transportation<br>Contract Administration Divisi<br>100 N SENATE AVE RM N855<br>INDIANAPOLIS, IN 46204                                                                                                                                                                                                                                       |  |                                                                      |  |
| <b>AGENCY CONTACT INFORMATION</b>                                                                                                                                                                                                                                                                                                                                 |  |                                                                      |  |
| 17. Name:<br>Laura Monk                                                                                                                                                                                                                                                                                                                                           |  | 18. Telephone #:<br>233-4795                                         |  |
| 19. E-mail address:<br>lmonk@indot.in.gov                                                                                                                                                                                                                                                                                                                         |  |                                                                      |  |
| <b>COURIER INFORMATION</b>                                                                                                                                                                                                                                                                                                                                        |  |                                                                      |  |
| 20. Name:<br>Laura Monk                                                                                                                                                                                                                                                                                                                                           |  | 21. Telephone #:<br>233-4795                                         |  |
| 22. E-mail address:<br>lmonk@indot.in.gov                                                                                                                                                                                                                                                                                                                         |  |                                                                      |  |
| <b>VENDOR INFORMATION</b>                                                                                                                                                                                                                                                                                                                                         |  |                                                                      |  |
| 23. Vendor ID # 0000090545                                                                                                                                                                                                                                                                                                                                        |  |                                                                      |  |
| 24. Name:<br>VERIZON WIRELESS MUSIC CENTER                                                                                                                                                                                                                                                                                                                        |  | 25. Telephone #:<br>NA                                               |  |
| 26. Address: 9100 KEYSTONE CROSSING #175<br>INDIANAPOLIS, IN 46240                                                                                                                                                                                                                                                                                                |  |                                                                      |  |
| 27. E-mail address: na                                                                                                                                                                                                                                                                                                                                            |  |                                                                      |  |
| 28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                     |  |                                                                      |  |
| 29. Primary Vendor: M/WBE                                                                                                                                                                                                                                                                                                                                         |  | 30. If yes, list the %:                                              |  |
| Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                     |  | Minority: _____ %                                                    |  |
| Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                        |  | Women: _____ %                                                       |  |
| 31 Sub Vendor: M/WBE                                                                                                                                                                                                                                                                                                                                              |  | 32. If yes, list the %:                                              |  |
| Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                     |  | Minority: _____ %                                                    |  |
| Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                        |  | Women: _____ %                                                       |  |
| 33. Is there Renewal Language in the document?                                                                                                                                                                                                                                                                                                                    |  | 34. Is there a "Termination for Convenience" clause in the document? |  |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                               |  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  |
| 35. Will the attached document involve data processing or telecommunications systems(s)? <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract                                                                                                                                                                                                 |  |                                                                      |  |
| 36. Statutory Authority (Cite applicable Indiana or Federal Codes):<br>IC 8-23-2-6 <b>BA</b>                                                                                                                                                                                                                                                                      |  |                                                                      |  |
| 37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)<br>This is a four year maintenance contract for Supplemental Guide Signs and Trailblazing signs for Verizon Wireless Music Center. Signs are located on I-69, SR 238, SR 37, SR 38 and SR 32 in Hamilton County. |  |                                                                      |  |
| 38. Justification of vendor selection and determination of price reasonableness:<br>Maintenance costs for SGS and TODS are set by policy between INDOT and the Dept. of Tourism Development. All costs are considered to be reasonable and fair.                                                                                                                  |  |                                                                      |  |
| 39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)<br><b>RECEIVED</b><br><b>AUG 11 2009</b><br><b>OAG-ADVISORY</b>                                                                                                                                                                                                 |  |                                                                      |  |
| 40. Agency fiscal officer or representative approval<br><b>[Signature]</b>                                                                                                                                                                                                                                                                                        |  | 41. Date Approved<br><b>7-30-09</b>                                  |  |
| 42. Budget agency approval<br><b>[Signature]</b>                                                                                                                                                                                                                                                                                                                  |  | 43. Date Approved<br><b>8/7/09</b>                                   |  |
| 44. Attorney General's Office approval<br><b>[Signature]</b>                                                                                                                                                                                                                                                                                                      |  | 45. Date Approved<br><b>8/13/09</b>                                  |  |
| 46. Agency representative receiving from AG                                                                                                                                                                                                                                                                                                                       |  | 47. Date Approved                                                    |  |

C O N T R A C T  
SUPPLEMENTAL GUIDE SIGNS/ TRAILBLAZING SIGNS  
EDS # A249-09-321038

THIS Contract made and entered into on August 3, 2009, by and between the STATE OF INDIANA through the INDIANA DEPARTMENT OF TRANSPORTATION, (INDOT) and,

**Live Nation Worldwide, Inc.**  
**d/b/a Verizon Wireless Music Center**  
**9100 Keystone Avenue**  
**Indianapolis, IN 46240**

hereinafter referred to as the "ATTRACTION" through their duly authorized and undersigned officials,

**W I T N E S S E T H:**

WHEREAS: INDOT has requested the ATTRACTION pay for maintenance of Supplemental Guide Signs (SGS) on I-69, southbound and northbound at SR 238 and various trailblazing signs (TB) on various routes in Hamilton County, guiding tourists to and from the ATTRACTION as a benefit to the ATTRACTION (See Appendix "A"), and;

WHEREAS: INDOT agrees that the maintenance of such signs is in the best interests of the motoring public;  
and

WHEREAS: it is agreed by and between INDOT and the ATTRACTION that SGS and TB shall be maintained at the approved locations on I-69, southbound and northbound, along with the various trailblazing signs at various locations under terms and conditions as specified below:

**I. TERM OF CONTRACT:**

This CONTRACT shall be for four (4) years from the date of the last INDOT Signatory and will be effective the date this Contract is approved for form and legality by the Office of the Attorney General of Indiana or an authorized representative. (See date of Approval above) The contract may be renewed for an additional four (4) years upon request by the ATTRACTION and concurrence of INDOT. ATTRACTION must be in compliance with the current criteria for the type of attraction.

**II. MAINTENANCE**

- A. Upon installation of the SGS and TB, the signs, all attachments, appurtenances, equipment and materials will remain the property of INDOT and shall be controlled and maintained by INDOT under the laws of the STATE OF INDIANA now in force or hereinafter enacted.
- B. INDOT will perform routine maintenance to the SGS and TB. If INDOT cannot repair a damaged SGS or TB using reasonable efforts, INDOT, at its expense will provide and install a replacement sign that is reasonably equivalent to the original design.
- C. For the SGS to remain on the highway, the ATTRACTION must maintain any trailblazer signs needed to guide motorist from the highway to the ATTRACTION. These signs must not be on the highway right-of-way.

### III. NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

|                                     |                                      |
|-------------------------------------|--------------------------------------|
| Notice to ATTRACTION                | Notice to INDOT                      |
| Mr. Steven Finkel                   | Indiana Department of Transportation |
| Verizon Wireless Music Center       | 100 N. Senate Ave.                   |
| 12880 East 146 <sup>th</sup> Street | Contract Administration, Rm. N855    |
| Noblesville, IN 46060               | Indianapolis, IN 46204               |

### IV. PAYMENTS

1. The ATTRACTION shall pay INDOT for the annual maintenance fees as shown below. This fee is not pro-rated.

- a. \$700.00 (\$350.00 per sign) annually for maintenance of two (2) SGS.
- b. \$600.00 (\$50.00 per sign) annually for maintenance of twelve (12) TB.  
Total payment over four (4) years: \$5,200.00

2. The ATTRACTION shall send the payment to:

**Indiana Department of Transportation  
Accounting and Control Division,  
Accounts Receivable, Attention Cashier  
100 North Senate Avenue, Room N725  
Indianapolis, IN 46204**

3. The SGS and TB annual maintenance fee shall be paid by the ATTRACTION, on or before the anniversary date of this Contract. If this payment is not received within ninety (90) days of the anniversary date, INDOT may remove the signs and a new Contract will be required before reinstallation.
4. There will be no reimbursement of fees paid, if the signs, their design, or locations are changed by INDOT during the initial contract period of four (4) years, or the additional four (4) if the renewal option is executed; likewise, the ATTRACTION will not be charged for any change other than the annual maintenance fee.
5. A change of sign design or location requested by the ATTRACTION will require a new Contract. Any previous payments to INDOT will not be reimbursed or applied to the new Contract.

### V. ATTRACTION RESPONSIBILITIES

The ATTRACTION responsibilities shall include but are not limited to:

1. Wherever in this Contract any obligation or responsibility is assumed by the ATTRACTION, same shall be deemed an obligation of said ATTRACTION.
2. The ATTRACTION shall perform all actions required under this Contract to INDOT's reasonable satisfaction, as determined at the discretion of INDOT and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations.

3. The ATTRACTION shall maintain trailblazer signs in good condition to guide motorists. These signs shall not be on INDOT right-of-way. Failure to maintain the trailblazer signs may be basis for removal of the SGS by INDOT.
4. The ATTRACTION shall maintain operations in compliance with the program criteria for obtaining the signs at the beginning of the current contract term. Failure to maintain compliance may be basis for removal of the SGS and TB by INDOT.

## **VI. GENERAL PROVISIONS**

### **1. Audit.**

The ATTRACTION acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. Seq. and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

### **2. Assignment**

The ATTRACTION binds its successors and assignees to all the terms and conditions of this Contract. The ATTRACTION shall not assign or subcontract the whole or any part of this Contract without INDOT's prior written consent.

### **3. Authority to Bind ATTRACTION**

The ATTRACTION warrants that it has the necessary authority to enter into this Contract. The signatory for the ATTRACTION represents that he/she has been duly authorized to execute this Contract on behalf of the ATTRACTION, and has obtained all necessary or applicable approval to make this Contract fully binding upon the ATTRACTION when his/her signature is affixed and accepted by INDOT.

### **4. Compliance with Laws.**

- A. The ATTRACTION shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by INDOT and the ATTRACTION to determine whether formal modifications are required to the provisions of this Contract.
- B. The ATTRACTION and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 05-12, dated January 12, 2005. If the ATTRACTION is not familiar with these ethical requirements, the ATTRACTION should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>>. If the ATTRACTION or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Contract immediately upon notice to the ATTRACTION. In addition, the ATTRACTION may be subject to penalties under Indiana Code §§ 4-2-6 and 4-2-7, and under any other applicable state or federal laws.
- C. The ATTRACTION certifies by entering into this Agreement, that neither it nor its principal(s) are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.

- D. The ATTRACTION warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify INDOT of any such actions.
- E. If a valid dispute exists as to the ATTRACTION's liability or guilt in any action initiated by the State of Indiana or its agencies, and INDOT decides to delay, withhold, or deny placement of the TODS, the ATTRACTION may request that the TODS be fabricated and erected, without delay. The ATTRACTION must submit, in writing, a request for review to INDOT. A determination by INDOT shall be final and binding on the parties and not subject to administrative review. Any work that INDOT may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
- F. The ATTRACTION represents and warrants that the ATTRACTION shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for INDOT. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.
- G. The ATTRACTION hereby represents and warrants that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- H. As required by IC 5-22-3-7: (1) the ATTRACTION and any principals of the ATTRACTION certify that (A) the ATTRACTION, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the ATTRACTION will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law. (2) The ATTRACTION and any principals of the ATTRACTION certify that an affiliate or principal of the ATTRACTION and any agent acting on behalf of the ATTRACTION or on behalf of an affiliate or principal of the ATTRACTION: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- I. As required by IC 4-13-2-14.8: Notwithstanding any other law, rule, or custom, a person, company or attraction whom has a Contract with the State or submits invoices to the state for payment shall authorize, in writing, the direct deposit, by electronic funds transfer, of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. For forms and additional information, the Attraction may visit the Auditor of State's website at [www.in.gov/auditor/forms](http://www.in.gov/auditor/forms)

5. **Confidentiality of State Information.**

The ATTRACTION understands and agrees that data, materials, and information disclosed to ATTRACTION may contain confidential and protected information. Therefore, the ATTRACTION covenants that data, material, and information gathered, based upon or disclosed to the ATTRACTION for the purpose of this Contract, will not be disclosed to others or discussed with third parties without INDOT's prior written consent.

6. **Disputes**

- A. Should and disputes arise with respect to the Contract, the ATTRACTION and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The ATTRACTION agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the ATTRACTION fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the ATTRACTION as a result of such failure to proceed shall be borne by the ATTRACTION, and the ATTRACTION shall make no claim within ten (10) working days following notification in written by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of this dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the ATTRACTION and INDOT within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration or mediation for the determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

7. **Drug-Free Workplace Certification.**

The ATTRACTION hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the ATTRACTION in the State of Indiana has been convicted of a criminal drug violation occurring in the ATTRACTION workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, ATTRACTION hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the ATTRACTION and made a part of the contract or agreement as part of the contract documents.

The ATTRACTION certifies and agrees that it will provide a drug-free workplace by:

- A Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the ATTRACTION workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the ATTRACTION policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the ATTRACTION of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

8. **Employment Option.**

If INDOT determines that it would be in the State's best interest to hire an employee of the ATTRACTION, the ATTRACTION will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee

9. **Force Majeure.**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

10. **Funding Cancellation Clause.**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

11. **Governing Laws.**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana.

12. **Headings**

Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

13. **Indemnification**

The ATTRACTION agrees to indemnify, defend, and hold harmless INDOT, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the ATTRACTION and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the ATTRACTION.

14. **Non-Discrimination**

Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the ATTRACTION, its agents, contractors and subcontractors, shall not discriminate against any employee or applicant for employment in the performance of this Contract with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract. Acceptance of this Contract also signifies compliance with applicable Federal Laws, regulations, and Executive Orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran. The ATTRACTION understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the ATTRACTION and its subcontractor, if any, agree that if the ATTRACTION employs fifty (50) or more employees and does at least \$50,000.00 worth of business with INDOT and is not exempt, the ATTRACTION will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The ATTRACTION shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

15. **Order of Precedence**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:

- (1) This Contract,
- (2) Attachments prepared by INDOT,
- (3) Attachments prepared by the ATTRACTION.
- (4) All of the foregoing are incorporated fully by reference.

16. **Payment.**

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the ATTRACTION in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20. For forms and additional information, the Attraction may visit the Auditor of State's website at [www.in.gov/auditor/forms](http://www.in.gov/auditor/forms).

17. **Previous Contracts Superseded or Revoked.**

This Contract supersedes and/or revokes any previous contract between said parties hereto pertaining to SGS installation at this location. Such above terms and conditions as they apply to INDOT shall remain in effect only so long as the location mentioned herein is a part of the State Highway System.

18. **Status of Claims**

The ATTRACTION shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the ATTRACTION resulting from work performed under this Contract. The ATTRACTION shall send notice of claims related to work under this Contract to:

**Chief Counsel  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, IN 46204-2249**

19. **Taxes**

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the ATTRACTION as a result of this Contract.

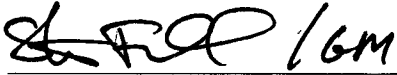
[Remainder of Page Intentionally Left Blank]

**Non-Collusion** The undersigned attests, subject to the penalties for perjury, that he/she is the ATTRACTION, or that he/she is the properly authorized representative, agent, member or officer of the ATTRACTION, that he/she has not, nor has any other member, employee, representative, agent or officer of the ATTRACTION, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the ATTRACTION and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**ATTRACTION**

Live Nation Worldwide, Inc.

 16M

Name/ Title

Date: 7-7-09

Attest.

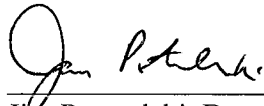


Secretary

**STATE OF INDIANA**

Indiana Department of Transportation  
Recommended for approval by:

Executed By:



Jim Poturalski, Deputy Commissioner  
Highway Management

Date: 8/3/09

**STATE OF INDIANA**

Department of Administration

 (For)

Mark W. Everson, Commissioner

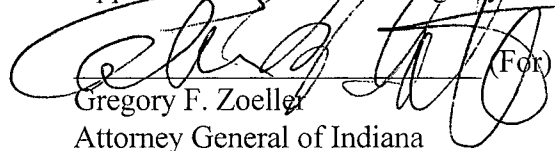
Date: 8/4/2009

State Budget Agency

 (For)  
Christopher A. Ruhl, Director

Date: 8/7/09

Approved as to Form and Legality:

 (For)  
Gregory F. Zoeller  
Attorney General of Indiana

Date Approved: 8/13/09

Prepared by:  
Laura Monk, July 6, 2009

## APPENDIX A

### Location of Existing Signs

- 1) Location of existing SGS signs:
  - a) South of SR 238 on I-69 for northbound traffic
  - b) North of SR 238 on I-69 for southbound traffic
- 2) Location of existing trailblazing signs directing into the facility
  - a) On SR 238 at I-69 Northbound Off-ramp
  - b) On SR 238 at I-69 Southbound Off-ramp
  - c) On SR 37 North of Greenfield Ave (old SR 238) for southbound traffic
  - d) On SR 37 South of Greenfield Ave (old SR 238) for northbound traffic
  - e) On SR 38 East of Boden Road for westbound traffic
  - f) On SR 38 West of Boden Road for eastbound traffic
  - g) On SR 32/SR 38 West of the divergence of the two highways (for eastbound SR 32 traffic before the divergence)
  - h) On SR 38 at I-69 Southbound Off-ramp for westbound SR 38 traffic
- 3) Location of existing trailblazing signs directing from the facility
  - a) On SR 38 West of Olio Road for eastbound traffic (directing to I-69)
  - b) On SR 38 West of SR 13 for eastbound traffic (directing to I-69)
  - c) On SR 38 South of SR 32/SR 38 junction for westbound traffic (directing to I-69)
  - d) On SR 32/SR 38 East of SR 37 for westbound traffic (directing to I-69)