

CITY OF SAN ANTONIO

TOUR PERMIT AGREEMENT

This agreement is entered into by and between the City of San Antonio (City), a Texas municipal corporation, and David Strainge (Holder) d/b/a City Sightseeing San Antonio

I

NATURE AND EXTENT OF AGREEMENT

- 1.1 This agreement, granted by the City, authorizes the holder, subject to the provisions contained herein, in Chapter 33 of the San Antonio City Code, as amended, and in the rules and regulations established by the director pursuant thereto, to operate a tour ground transportation service in the City.

II

DURATION OF AGREEMENT

- 2.1 This agreement shall be effective January 1, 2011. A renewal of the Agreement for an additional two (2) years shall be automatic without further action of the City, if performance is determined to be satisfactory by the Director, in accordance with the provisions hereof and of Chapter 33 of the City Code.
- 2.2 This agreement may be terminated or amended in accordance with the provisions of this agreement, of Chapter 33 of the San Antonio City Code, as amended, and of the rules and regulations established by the director pursuant thereto.

III

OPERATIONS AND SERVICE

- 3.1 The Holder is authorized by this agreement to operate four (4) tour vehicles within the City.
- 3.2 The Holder shall operate only tour vehicles permitted by the City.
- 3.3 The tour service authorized by this agreement shall be provided in accordance with and subject to the provisions contained herein, in Chapter 33 of the San Antonio City Code, as amended, and in the rules and regulations established by the director pursuant thereto.

**IV
CONSTRUCTION OF AGREEMENT**

- 4.1 This agreement incorporates by reference all of the provisions of Chapter 33 of the San Antonio City Code, as amended, and all of the rules and regulations established by the Director pursuant thereto
- 4.2 This agreement shall not be construed any such a way as to relieve the Holder of any requirement of the San Antonio City Charter or of any ordinance, rule, regulation, or specification of the City.
- 4.3 This agreement shall not constitute an exclusive grant of any right to carry persons or property for hire within the City or any portion thereof.

**V
RIGHTS RESERVED TO CITY**

- 5.1 There is hereby reserved to the City every right and power reserved or provided by any provision of the San Antonio City Charter and the San Antonio City Code, as amended. The Holder, by its acceptance of this agreement, agrees to be bound thereby and to comply with any action or requirement of the City in its exercise of any such right or power.
- 5.2 Neither this agreement nor any provision thereof shall be construed in such a way as to constitute a waiver or bar to the exercise of any governmental right or power of the City.

**VI
INDEMNIFICATION**

- 6.1 The Holder shall have no recourse whatsoever against the City for any loss, cost, expense, or damage arising out of any provision or requirement of this agreement or the enforcement thereof.
- 6.2.1 The Holder undertakes and agrees to defend, indemnify, and hold harmless the City and any and all of the City's officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims losses, demands, and expenses arising in any manner by reason of, or incident to, the performance of this agreement on the part of the Holder.

VII CHANGES AND AMENDMENTS

- 7.1 Except when the terms of this agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both the City and the Holder.
- 7.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this agreement and that any such changes shall be automatically incorporated into this agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

VIII ENTIRE AGREEMENT

- 8.1 This agreement and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and only executed by the parties.

IX SEVERABILITY

- 9.1 If any clause or provision of this agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including, but not limited to, the San Antonio City Charter, San Antonio City Code, as amended, or ordinances of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this agreement that is invalid, illegal, or unenforceable, there be added as a part of the agreement a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

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LAW APPLICABLE

- 10.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.
- 10.2 VENUE AND JURISDICTION FOR ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

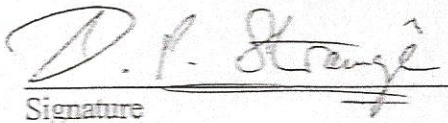
XI AFFIRMATION

- 11.1 By signing herein below, the Holder affirms that he or she has been afforded the opportunity to review this agreement with the assistance of private counsel.

ACCEPTED AND AGREED to on 23rd DEC '10, 2010.

HOLDER:

CITY OF SAN ANTONIO:


Signature


Gary J. Gilbert
Transportation Services Manager

DAVID STRANGE
Print Name

OWNER
Title