

CAUSE NO.: _____

REPUBLICAN PARTY OF TEXAS	§	IN THE DISTRICT COURT
	§	
V.	§	___ JUDICIAL DISTRICT
	§	
CITY OF HOUSTON,	§	
MAYOR SYLVESTER TURNER,	§	
HOUSTON FIRST CORPORATION, and	§	
BRENDA W. BAZAN, its president.	§	HARRIS COUNTY, TEXAS

**ORIGINAL PETITION FOR BREACH OF CONTRACT AND
APPLICATION FOR MANDAMUS AND SPECIFIC PERFORMANCE**

TO THE HONORABLE JUDGE OF THIS COURT:

COMES NOW, the Republican Party of Texas, (“RPT”, “Plaintiff”), to file this Original Petition and seek specific performance against the City of Houston (“COH”), Mayor Sylvester Turner (“Turner”), the Houston First Corporation (“HFC”), and Brenda Bazan, HFC’s president.

SUMMARIZING, the RPT is a week away from holding its quadrennial state convention, the largest single demonstration of political speech and exercise of the freedom of assembly in the world. Mayor Turner stated publicly that he had tasked his legal team to find an excuse to cancel the convention, and then HFC’s President Bazan sent notice of cancellation based on force majeure. Turner ignored the stringent safety measures put in place by the RPT while allowing other public events that were conducted unsafely. Mayor Turner’s crocodile tears reek of ideological viewpoint discrimination.

The RPT asks this Court to use its equitable powers to force Defendants to hold the convention, which is protected by the Texas and U.S. Constitutions, Turner’s use of the force majeure clause is inappropriate pretext warranting an immediate remedy of specific performance.

Mayor Turner may not treat the RPT convention differently from that of the recent public protests that the Mayor supported. *Political viewpoint cannot be the basis for unequal treatment.*

I. DISCOVERY-CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 2 of TEXAS RULE OF CIVIL PROCEDURE 190.3 and affirmatively pleads that this suit is not governed by the expedited-actions process in TEXAS RULE OF CIVIL PROCEDURE 169 because Plaintiff seeks injunctive relief.

II. RELIEF

2. Plaintiff seeks monetary relief of \$100,000 or less and non-monetary relief, unless the convention remains cancelled, at which time Plaintiff will seek relief exceeding \$1,000,000.

III. PARTIES

3. Plaintiff is Republican Party of Texas, a political party whose state executive committee is established by Section 171.001 of the Texas Election Code, located at 211 E. 7th Street, Suite 915, Austin TX 78701 and who may be reached through the undersigned counsel.

4. Defendant City of Houston, is a home rule municipality located in Harris County, Texas. Pursuant to Tex. Civ. Prac. & Rem. Code § 17.024(b), the City may be served by serving its mayor, Sylvester Turner, at 901 Bagby, Houston, TX 77002, or wherever he may be found.

5. Defendant Sylvester Turner is the Mayor of the City of Houston and is sued in said capacity and may be served with citation at the Office of the Mayor at 901 Bagby, Houston, TX 77002 or wherever he may be found.

6. Defendant Houston First Corporation is a local government corporation located at 1001 Avenida de las Americas, Houston, TX 78701, and may be served with citation on its registered agent, Lisa K. Hargove at 701 Avenida de las Americas, Suite 200, Houston, TX 77010.

7. Defendant Brenda W. Bazan is president of Houston First Corporation and is sued in her official capacity, and may be served with citation at her office at 701 Avenida de las Americas, Suite 200, Houston, TX 77010 or wherever she may be found.

IV. JURISDICTION

8. This Court has jurisdiction over this action pursuant to Chapters 37 (UDJA) and 65 (Injunctions) of the Texas Civil Practices and Remedies Code. This Court has subject matter jurisdiction over this lawsuit because the relief sought is within the Court's jurisdictional limits.

9. Venue is appropriate in Harris County, Texas because Defendants are located in Harris and the events giving rise to this suit occurred in Harris County. All or part of the cause of action and basis for the declaratory judgment relates to property in Harris County and relates to a contract which is to be performed in whole or in part in Harris County. Additionally, venue is proper in Harris County, Texas, pursuant to TEX. CIV. PRAC. & REM. CODE § 65.023.

V. WAIVER OF SOVEREIGN IMMUNITY

10. The City of Houston and its officials have no immunity of any type against claims of unequal treatment or denial of constitutional rights due to differing political perspectives made pursuant to the Texas Constitution.

11. Violation of individuals' constitutional rights does not fall within the scope of any municipality or government official's official job responsibilities so as to afford any degree of immunity from suit.

12. The City of Houston and its officials are not immune from suit as the legislature has waived immunity for these types of claims.

VI. FACTS

A. The RPT convention is vital to the election process.

13. The Republican Party of Texas (“RPT”) is a political party scheduled to have its semi-annual political convention at the George R. Brown Convention Center in Houston from July 13 to July 18, 2020 (“Convention”).

14. In preparation for the Convention, RPT first contracted with Houston First Corporation (“HFC”) on or about July 20, 2017 to secure the use of the George R. Brown Convention Center (the “Facility”) for original dates of May 11, 2020 to May 17, 2020. This original lease contract (“Contract”) for use of the George R. Brown Convention Center made effective December 8, 2017. A copy of the Contract is attached as Exhibit 1-1.¹

15. Because of the COVID pandemic, and the various emergency declarations, the parties entered into an amended agreement on March 30, 2020, to secure the Facility for July 13 to July 18, 2020 (“Second Amendment”). A copy of the Second Amendment is attached as Exhibit 1-3.

16. Various temporary committees organized to carry out the business of the party and its related electoral functions will convene on July 13 and continue until July 15. From July 16 to July 18, RPT and its delegates will further the business of the party through general sessions and caucus meetings to complete the electoral functions delegated to it by Federal and Texas law, all in accordance with the Rules of the Republican National Committee and the Rules and Bylaws of the Republican Party of Texas.

17. In Texas, political conventions play an essential role in the electoral process. Perhaps one of the most important functions of a state convention is the selection of presidential electors in a presidential election year. See TEX. ELEC. CODE § 192.003. These electors serve to fulfill the

¹ The Parties amended the Contract effectively on January 31, 2019 (“First Amendment”), but that amendment is not relevant to this dispute.

State’s role in the Electoral College. See U.S. CONST, art. II, § 1, cl. 3. They vote—on behalf of all Texans—to elect the President and Vice President of the United States. If political conventions are prohibited, parties may be unable to nominate and select individuals, like these presidential electors, to represent the interests of the members of their parties.

C. RPT has coordinated with Facility personnel to hold a safe convention.

18. RPT has been in constant contact with the Facility and has worked cooperatively with the Facility to implement common-sense safety measures to facilitate a safe and productive convention experience for its delegates and guests.

19. On or about June 23, 2020, HFC posted its health safety plan which encourages several enhanced measures to mitigate the spread of SARS-CoV-2. Importantly, the health safety plan HFC adopted did not initially require visitors of the Facility to wear face coverings. Instead, the Facility implemented measures “managing the flow throughout [the Facility] reducing risk for exposure by limiting facility entrances, executing check-in procedures, developing floor plans that promote social distancing [and] controlling staffing and supply levels to contain the potential spread of the virus.” Further, the Facility “increased the frequency of cleaning of all high touch surfaces” using “EPA approved products and protocols proven effective against airborne and bloodborne pathogens.” To further promote social distancing, the Facility “increased spacing between seats and tables in restaurants, concession areas and other common areas [and] placed distancing indicators near elevators, retail locations and other queuing areas. [Moreover, e]levators will have a strict two-person limit.”²

20. The Facility “placed signs throughout” the Facility “to inform and direct guests in preventing the spread of the virus.” There are “[s]igns displaying health and safety protocols . . .

² Houston First Corporation, *COVID-19 Health & Safety Plan*, last visited July 8, 2020. <https://www.grbhouston.com/covid-19-health-safety-plan/>

prominently displayed in high traffic areas [and i]nformation regarding recommended hygiene techniques is located outside of restrooms.” Moreover, “Facility team members and service partners completed mandatory training based on CDC, local health department, and industry recommendations before returning to work.”³

21. Each of these enhanced measures are currently implemented and will continue throughout RPT’s Convention. Additionally, the RPT has discussed the GA-29 mask order and is expected to follow its guidelines, just as it follows ordinary state laws.

D. Turner cancelled the Convention because he wanted to, not due to any act of God.

22. Mayor Turner has of late opted to use incendiary language in news releases and public statements in an effort to create a public hysteria regarding the RPT’s convention. For example, he stated during a July 3rd press conference:

"In view of the pandemic's surge across the state and the strong statement from the Texas Medical Association to withdraw its support from an in-person convention at the George R. Brown Convention Center, the City was hopeful that the State Republican Executive Committee would elect to transition to a virtual platform.

"Now that the Executive Committee has made the decision to move forward, the City will decide what steps must be taken to protect the health and safety of employees, visitors, and the general public.

"At the very minimum, masks will be a requirement for attendance and service. However, it is also my hope that over the next several days, the party's leadership will reconsider in view of the rising number of positive COVID-19 cases, increased hospitalizations, and shortage of ICU beds."

Turner, Press Conference, Friday, July 3, 2020⁴ (attached as Exhibit 1-4).

23. Throughout this negotiation process, HFC assured RPT that HFC would in no way interfere with RPT’s Convention nor impose any restrictions on its use. Then things changed.

³ *Id.*

⁴ Attached as Exhibit 1-4, Press release by Mayor Turner, <https://cityofhouston.news/mayor-sylvester-turners-statement-on-the-texas-gop-decision-to-proceed-with-in-person-convention/> (all URLs in this document were last checked on July 7, 2020).

24. Turner and Houston are treating RPT differently than other groups. Exhibit 1-5 is a letter sent by Turner's office to the RPT with new terms of operation not discussed in the convention contract, but appears to be simply pulled out of Turner's ideological hat. Exhibit 1-6 shows a "redline" revision of the document showing how "recommendations" turned into "requirements."

25. Mayor Turner showed no significant virus spread concern during other recent political assemblies, never once threatening any unconstitutional draconian regulations as he has with the RPT. For example, during the George Floyd protests, Houston hosted significant political protests without Turner's condemnation or significant new edicts for public discourse.

26. D Magazine provided pictures⁵ as part of its stories on the events of the day. Neither the first photo⁶ nor the next one⁷ from another story⁸ from June 2 shows any dedication to social distancing, and intermittent use of masks at best.



⁵ <https://www.texasmonthly.com/news/photos-george-floyd-protests-texas/>

⁶ <https://img.texasmonthly.com/2020/06/protests-george-floyd-black-lives-matter-houston-FEATURED2-scaled.jpg?auto=compress&crop=faces&fit=fit&fm=jpg&h=0&ixlib=php-1.2.1&q=45&w=2000>

⁷ <https://img.texasmonthly.com/2020/06/best-things-in-texas-trailriders.jpg?auto=compress&crop=faces&fit=fit&fm=jpg&h=0&ixlib=php-1.2.1&q=45&w=1250>

⁸ <https://www.texasmonthly.com/the-culture/black-trail-riding-club-houston-protest/>



27. Of course, the RPT is fully supportive of the rights of individuals to engage in the George Floyd protests and against police brutality; the RPT simply wants to hold its Convention, which is *also* a protected activity,

28. Turner's pattern of threatening rhetoric turned to action on July 8, 2020, when he admitted to instructing his legal team to find a way out of the Contract. During a meeting of the Houston City Council, Mayor Turner stated:

"With all that being said, I have asked Houston First and city legal working with Houston First to review the contract between Houston First and the State Republican Executive Committee. I have seen it, looked at it, and read it. And to take a look at it and where there are provisions that would allow this convention, allow us to cancel this convention. We will exercise those provisions. and the plan is to exercise those provisions, to cancel this agreement, this contract today. To not go forward with this convention. The other point that I want to make in response to a question posed by council member Kubosh is that there are no other conferences and conventions that are being held in the City of Houston between now and the end of the year. . . .[discussion of commercial conferences cancelled, none of which are statutorily mandated or comprising political speech]. . . We will exercise the provisions of the contract to cancel this convention."⁹

⁹ Starting at 3:57 in Mayor's Report II, <https://houstontx.swagit.com/play/07072020-1540>. These meeting videos include a transcription, from which this excerpt was taken, which are admissible as public office statements.

29. Turner's words above betray his claim to cancel the contract based on a force majeure clause and at the same time demonstrate that the cancellation is not based on any act of God, but the cancellation based on a mere desire to escape the Contract.

30. HFC's President Bazan sent a cancellation letter attached as Exhibit 1-7 that mentioned an increase of cases beginning Memorial Day as a reason to cancel the Contract based on the force majeure clause. However, Memorial Day was mid-May, and more than seven days passed before the notice of cancellation was delivered.

31. Besides Turner's political motivation, he also has a financial motivation. By trying to force RPT to cancel the Convention and thereby breach the contract RPT entered into with HFC for the use of the Facility. By forcing RPT to cancel the Convention, he would reap a financial windfall for HFC and the associated hotels and conference centers.

32. These facts and others are supported by the Declaration attached as Exhibit 1 and incorporated by reference, including the exhibits to which it refers.

VII. AUTHORITIES AND ARGUMENT SUPPORTING PLAINTIFF'S CLAIMS

A. The Supreme Court recently reiterated that pandemics do not excuse tyrants.

33. Recently, the Texas Supreme Court proclaimed: "The Constitution is not suspended when the government declares a state of disaster."¹⁰ The high court followed that up a week later with: "All government power in this country, no matter how well-intentioned, derives only from the state and federal constitutions. Government power cannot be exercised in conflict with these constitutions, even in a pandemic."¹¹

¹⁰ *In re Abbott*, No. 20-0291, 63 Tex. Sup. Ct. J. 909, 2020 Tex. LEXIS 351, at *1 (Tex. Apr. 23, 2020).

¹¹ *In re Salon A La Mode*, No. 20-0340, 63 Tex. Sup. Ct. J. 1123, 2020 Tex. LEXIS 389, at *1 (Tex. May 5, 2020).

34. Concerned that virus-empowered executives may use power to cavalierly, the Texas Supreme Court stated:

Any government that has made the grave decision to suspend the liberties of a free people during a health emergency should welcome the opportunity to demonstrate—both to its citizens and to the courts—that its chosen measures are absolutely necessary to combat a threat of overwhelming severity. The government should also be expected to demonstrate that less restrictive measures cannot adequately address the threat. Whether it is strict scrutiny or some other rigorous form of review, courts must identify and apply a legal standard by which to judge the constitutional validity of the government’s anti-virus actions. When the present crisis began, perhaps not enough was known about the virus to second-guess the worst-case projections motivating the lockdowns. As more becomes known about the threat and about the less restrictive, more targeted ways to respond to it, continued burdens on constitutional liberties may not survive judicial scrutiny.¹²

As the underlined verbiage indicates, the least restrictive means must be employed when addressing the virus threat, and the virus threat cannot be used to restrict constitutional liberties when less restrictive and more targeted means are available.

35. More fundamentally, going back to the Texas Constitution, the Equal Rights Clause states, “All free men, when they form a social compact, have equal rights, and no man, or set of men, is entitled to exclusive separate public emoluments, or privileges, but in consideration of public services.”¹³ The level of review under an Equal Rights claim depends on infringement of a fundamental right.¹⁴ No greater liberty is more fundamental to a Texan’s liberty than to freely assemble, and such is doubly true when that assembly is for a political purpose.

¹² *Id.*, at *4 (underlining added for emphasis).

¹³ Tex. Const. art. I, § 3.

¹⁴ *Reuters Am., Inc. v. Sharp*, 889 S.W.2d 646, 656 (Tex. App.—Austin 1994).

B. Mayor Turner cannot escape Governor Abbott's executive orders.

36. On July 2, 2020, Governor Abbott issued Executive Order GA-29, which, with certain exceptions, requires:

Every person in Texas shall wear a face covering over the nose and mouth when inside a commercial entity or other building or space open to the public, or when in an outdoor public space, wherever it is not feasible to maintain six feet of social distancing from another person not in the same household . . . ¹⁵

37. Subject to several exceptions, Executive Order GA-29 requires that a person wear a face covering when inside a commercial entity wherever it is not feasible to maintain six feet of social distancing from another person not in the same household. Even when an exception does not apply, GA-29 does not require a person to wear a face covering where it is feasible to maintain six feet of social distancing. Governor Abbott's orders encourage enforcement of local restrictions consistent with his own, stating that law enforcement authorities may not detain or arrest individuals based on the face mask policy.

38. Ordinarily, Section 418.108 of the Texas Government Code gives the presiding officer of a governing body of a political subdivision, such as the City of Houston, to control the ingress or egress from a disaster area and control the movement of persons and the occupancy of the premises in the area. *See* TEX. GOV'T CODE §418.108(g).

39. However, in GA-14, Governor Abbott expressly removed the city's ability to act under that section. Governor Abbot's order reads "I hereby suspend Sections 418.105(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions inconsistent with this executive order". Governor Abbott expressly states that GA-14 "shall supersede any conflicting order issued by local officials in response to the COVID-

¹⁵ The Governor of the State of Tex., Exec. Order GA-29 at 2 (July 2, 2020).

19 disaster, but only to the extent that such a local order restricts essential services allowed by this executive order or allows gatherings prohibited by this executive order.

40. The approach of GA-14 continues with more recent orders. For example, Governor Abbott's Executive Order GA-28 remains in effect, which states that local officials may not enforce any executive order of their own which are inconsistent or conflict with the Governor's orders. See GA-28 at 4.

41. Governor Abbott did not empower local officials to cancel contracts based on predictable virus case growth.

42. The Court should take judicial notice that churches and gun stores remain open in Houston, along with liquor stores, all grocery stores, all day cares, and vape shops.

C. Defendant Turner's pretext of a *force majeure* claim fails because HFC can perform.

43. Just as the political protests against police brutality are protected political speech occurring in protected assemblies of people seeking to petition their government; the RPT simply wants to hold its Convention, which is *also* a protected activity under the Equal Rights Clause of the Texas Constitution, as stated above. Mayor Turner seeks to bypass the political issues by claiming a force majeure term of the Contract in order to cancel it. Yet he cannot argue that the City and HFC cannot complete its promises - Defendants simply do not wish to, and "not wanting to" does not equate to a force majeure assertion.

44. In this case, Defendant Turner openly stated his desire to infringe multiple fundamental rights by canceling the Convention, including the Right of Association¹⁶ and Right of

¹⁶ *Brady v. Fourteenth Court of Appeals*, 795 S.W.2d 712, 715 (Tex. 1990).

Assembly¹⁷ and doing so whatever the cost, instructing his legal team to find a way to cancel the Convention, irrespective of whether or not the City and the Facility could safely host the Convention.

45. Even before cancelling the Convention, Defendant Turner publicly stated that “the convention will be shut down” unless every person wore a mask, as though he could just declare *ex cathedra*, the Convention must end, based on his whimsical judgment about how the Convention’s attendees are following his ever-changing rules.

46. The every-person-wears-a-mask mandate exceeds Abbott’s GA-29 executive order, which included multiple exceptions. His decision to cancel the Convention was not based on fear for his resident’s safety; if that were so, he would have threatened protestors with harsh reaction for their failure to social distance. But no, his umbrage uses a political compass rather than a moral or legal one to determine courses of action.

47. As stated supra, Turner told his legal team to find an excuse not to perform, thereby admitting that Defendants could perform if they wished, but they simply did not want to. The admission means that he cannot use force majeure as a magical spell to escape what he has decided is an unwanted contract. The very definition of a force majeure clause includes the condition that a party is unable to perform for reasons outside a party’s control, and not mere possibilities of future issues or increased costs. *Sherwin Alumina L.P. v. Aluchem, Inc.*, 512 F. Supp. 2d 957, 967 (S.D. Tex. 2007). To warrant an excuse of performance, the event triggering the clause must be *disabling* and prevent performance. *TEC Olmos, LLC v. Conocophillips Co.*, 555 S.W.3d 176, 179 (Tex. App.—Houston [1st Dist.] 2018).

¹⁷ *Zaatari v. City of Austin*, No. 03-17-00812-CV, 2019 Tex. App. LEXIS 10290, at *48 (Tex. App.—Austin Nov. 27, 2019) (“we hold that HN25 the right to assemble granted by the Texas Constitution is a fundamental right.”).

48. In this case, the parties defined what conditions might warrant a force majeure condition, and indeed the Second Amendment states at its third bullet point the following:

3) For the avoidance of doubt, the parties acknowledge and agree that the following occurrences are within the scope and definition of Force Majeure under Section 12 of the Agreement: Pandemics affecting Houston or preventing use and occupancy of the Facility; and orders materially and substantially restricting the size of gatherings at the Facility issued by the Mayor of the City of Houston, Governor of the State of Texas, or the President of the United States, issued within 30 days of the Event.

49. This provision means that the RPT cannot argue that a pandemic situation is a cause of a force majeure occurrence due to unforeseeability. But a triggering condition for a force majeure cancellation must actually prevent a party from performing, the mere assertion of “pandemic” that leaves every restaurant open, every liquor store open, every hotel open, and has plenty of people who want to earn a living is hardly a condition warranting the cancellation of a contract, any more than a tornado that never touches ground or does minimal damage cannot support a contract cancellation when the performing parties can still perform merely because the word “tornado” appears in a contract’s force majeure clause.

50. Additionally, the Original Contract states that a claim of force majeure must be claimed within seven days of the occurrence. Mayor Turner sent a cancellation letter attached as Exhibit 1-7 that mentioned *an increase of cases beginning Memorial Day* as a reason to cancel the Contract based on the force majeure clause. However, Memorial Day was mid-May, and more than seven days passed before the notice of cancellation was delivered on July 8, 2020.

51. Of course, as soon as Mayor Turner reads this document, HFC might send a new document that claims the triggering event was the letter from TMA, a lobbying group for doctors, as a reason to claim force majeure. But it would be mere façade – the mayor just wants out. And even if we all closed our eyes and pretended that a triggering event occurred, that event’s presence still fails to solve the fundamental problem that Defendants have - they can still perform their duties. Nothing prevents them from opening the convention halls, which can hold

ten times the number of people expected to attend, and the Convention to operate smoothly. *Without hindered performance, Defendants must perform.*

52. The RPT asserts that HFC's Bazan and Mayor Turner are acting *ultra vires*, without authority. The RPT must and can show that these officers have acted without legal authority and failed to perform purely ministerial acts. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 372 (Tex. 2009). The Texas Supreme Court has recently clarified what it means for an official to act "without legal authority." *Houston Belt & Terminal Ry. Co. v. City of Houston*, 487 S.W.3d 154, 158 (Tex. 2016). "[A] government officer with some discretion to interpret and apply a law may nonetheless act 'without legal authority,' and thus *ultra vires*, if he exceeds the bounds of his granted authority or if his acts conflict with the law itself." *Id.* "Ministerial acts[.]" on the other hand, are those " 'where the law prescribes and defines the duties to be performed with such precision and certainty as to leave nothing to the exercise of discretion or judgment.'" *Sw. Bell Tel., L.P. v. Emmett*, 459 S.W.3d 578, 587 (Tex. 2015).

VIII. CLAIMS

A. Application for writ of mandamus or injunction requiring specific performance.

53. Courts in Texas may issue writs of mandamus to compel the performance of ministerial acts and duties under the common law. *See Wortham v. Walker*, 133 Tex. 255, 277, 128 S.W.2d 1138, 1150 (1939).

54. Based on the arguments already provided, the RPT asks this Court to issue a writ of mandamus to the Defendants to require them to perform their non-discretionary contract with the RPT. Defendants do not have discretion to simply cancel contracts based on conditions that might warrant force majeure, but which Defendants can perform using a set of rules that were perfectly good until the mayor decided that Houston should try to escape its duties, and in

cancellation, is using a government apparatus to shut down contracted-for exercises of the Right of Freedom of Assembly and Freedom of Speech, particularly one commanded by Texas law.

55. As already described, the harm to the RPT is happening now and will only get worse as time goes by, as Defendants have already decided to breach the parties contract. Though this Court's fast action will allow recovery, every day makes losses inevitable and irreparable, as schedules cannot be changed.

56. Further, there is no adequate remedy at law which will give the RPT complete, final, and equitable relief if this uncertainty goes more than this week, because the citizens of this state who are planning on travel must make final plans. Money damages will not adequately compensate the RPT for the loss of camaraderie, opportunity for the Convention attendees to perform the political speech that is statutorily required at these events, and adequately gauge those who they will vote to send to the national convention later this year. While some parties are satisfied with such lackluster virtual gatherings, the Texas and United States Constitutions do not require red-blooded citizens to be satisfied with one-way political conventions.

57. Under Texas law, specific performance is an equitable remedy that is normally available only when the complaining party cannot be fully compensated through the legal remedy of damages, or when damages may not be accurately ascertained. *Gen. Universal Sys., Inc. v. Lee*, 379 F.3d 131, 153 (5th Cir. 2004); *see also Madariaga v. Morris*, 639 S.W.2d 709, 711.

58. In the present case, more than six thousand people have planned to visit Houston, made reservations, some of which will be refundable, but others which will not be. The RPT has deposits which are non-refundable. Even if the RPT moves to a different location, the financial losses will not be recoverable. Even if the Convention is held virtually, the character of the Convention changes to be a very different type of performance event.

59. The Court can characterize this request as an injunction because the status quo is, at this moment, unchanged from just prior to the notice of cancellation and the RPT just wants the Convention to continue, or characterize it as a request for mandamus since the Court will be requiring the City to act on its ministerial duties. As the Court is no doubt aware, the naming of a document is less important than its contents.

60. The RPT requests that this Court issue a Writ of Mandamus requiring Defendants to perform the RPT-HFC contracts and support the Convention as specified in the contracts, irrespective of their claim to cancel based on force majeure as currently claimed.

B. Application for Temporary Restraining Order.

61. Also based on the above, the RPT asks the Court to enter an ex parte Temporary Restraining Order restraining the City of Houston from restricting the Convention's events or using virus pretext to cancel the Convention, which is the single largest exercise of United States citizens in this country, and constitutes Freedom of Assembly recognized in common law and protected by the First Amendment of the United States Constitution and Section 27 of the Texas Bill of Rights, and as such, any restrictions are subject to "strict scrutiny" by reviewing courts.

62. Governor Abbott's Order encourages enforcement of local restrictions consistent with the Order, but states that law enforcement authorities may not detain or arrest individuals based on the face mask policy. Further, all of Gov. Abbott's recent orders state that local officials may not enforce executive orders that are inconsistent with the Governor's orders, e.g., GA-28 at 4.

63. Even if Turner and HFC relent, Defendant Turner's fountain of threats has harmed and is continuing to harm the Convention by creating uncertainty in the minds of would-be attendees, who hear his bloviation and become concerned that they are traveling to Houston only to be told that some eight-year-old pulled his mask off and Mayor Turner has cancelled the Convention,

even if this Court mandates that Defendants go forward. This harm is irreparable, as this is a one-time event that happens only every four years - Defendant Turner's words are nothing less than voter intimidation with a deliberate design of scaring attendees from executing their planned travels and participation.

64. If Plaintiff's application is not granted, harm is imminent because Convention delegates are aware of Defendant Turner's politically-based animus toward the Republican Party, and are aware that he has a vested interest in causing chaos. Individuals who have planned to go to Houston are deciding at this moment that they do not want to wind up as a scalp taken by the mayor, which damages the Convention as well as intimidating people with inappropriate political puffery, even if the Convention's cancellation notice was retracted immediately.

65. Defendant Turner should not publicly threaten to close down the Convention if individuals do not wear masks. Assuming that the GA-29 mask order is enforceable, it does not lend itself to a conclusion that the least restrictive means of enforcing the Order is to close down the Convention if the Mayor's umbrage level rises above an ambiguous threshold.

66. The harm is irreparable if the restraining order is not granted because the Convention will be unable to operate as intended and the results of the Convention changed as individuals hear the Mayor's threats and believe that he will make good on them.

67. Based on the above, Plaintiff requests a temporary restraining order stating:

- a. Defendants must continue to abide by the terms of the parties' contract and may not cancel the Convention based on force majeure barring some new event preventing the Defendants from performing;
- b. Defendants may not employ any rules to enforce a mask policy during the Convention which are more stringent than GA-29;

- c. Defendants may not detain Convention attendees, as stated in GA-29;
- d. Defendants may not interfere with the Convention as an event based on individual mask practices;
- e. Defendants must cease efforts to intimidate would-be attendees from attending the Convention using public threats of extra-legal mask enforcement and event cancellation.

C. Application for Temporary Injunction

68. Though a two-week restraining order will protect the Convention, Plaintiff is aware that some courts enjoy a hearing on the injunction sooner, and thus this request is made out of an abundance of caution, and asks the Court to set its application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against the defendants in conformity with the Temporary Restraining Order.

D. Claim for Declaratory Judgment

69. The above-referenced actions by Mayor Turner has created “uncertainty and insecurity with respect to rights, status, and other legal relations” between the parties, warranting a claim for Declaratory Judgment under the Uniform Declaratory Judgment Act (Sec. 37.002 of the Tex. Civ. Prac. & Rem. Code). Plaintiff seeks a declaration by this Court that:

- a. Mere pandemic is not sufficient to warrant cancellation of the Convention;
- b. The Convention is an exercise of the fundamental right of Freedom of Assembly;
- c. Defendants may not employ any rules to enforce a mask policy during the Convention that is more stringent than GA-29;
- d. Any action by Defendants to force closure or cancellation of the Convention would not constitute the least restrictive means of enforcing the GA-29 mask order.

E. Claim for Breach of Contract

70. The above-referenced actions by Mayor Turner and HFC constitute an immediate anticipatory breach of contract which will blossom into a significant breach of contract within just a couple of days. The parties have well-negotiated enforceable contracts between them, and the RPT has performed its duties.

71. Although Defendants will argue that a pandemic excuses their performance, the RPT has demonstrated that the claim is facile at best - Defendants simply do not want to do the work they promised, and are reaching for any contract clause that might colorably give them an escape. However, not one public statement by Mayor Turner has indicated that HFC cannot perform its duties. Mayor Turner has not closed all restaurants, or acted that the virus is so serious that he should use draconian regulatory practices on other public gatherings. Churches and gun stores remain open, as they should, because they are the machinery of other fundamental rights. This Convention should also continue.

72. Plaintiff seeks damages do to the damages suffered by the RPT regarding the anticipatory breach by Defendants, including economic damages for all losses in the form of deposits, increased costs of handling the Convention elsewhere, and expectancy damages for all funds that should have been raised as they conventionally are at every RPT convention.

F. Claim for Attorney Fees

73. Because of Defendants' actions, the RPT was required to retain legal counsel and has incurred, and continues to incur, fees, and expenses. The RPT should be entitled to recover its reasonable and necessary expenses and fees for the services of legal counsel in equity, contract, or the UDJA.

IX. BOND

74. The RPT has requested equitable relief and is prepared to offer a reasonable bond, but because Defendants are effectively misbehaving government entities which are causing the dispute, a minimal bond should be recognized as sufficient, if any.

X. PRAYER

WHEREFORE, Plaintiff prays this Court grant it a writ of mandamus (or injunction) as described above to require the Defendants to perform as they promised, issue a temporary ex-parte restraining order to prevent Defendant Turner from continuing to harass convention attendees and discourage their participation with outlandish claims of unlimited power to create law and shut down the RPT Convention. The RPT also requests, after notice and a hearing, a temporary injunction if appropriate, and after trial on the merits in this matter, grant it a declaratory action, award damages for breach of contract, and award it any and all relief sought including damages, attorney fees, costs, prejudgment and post judgment interest, and any such other relief to which it may show itself justly entitled.

Respectfully submitted,

NORRED LAW, PLLC

s/Warren V. Norred

Warren V. Norred (TBN: 24045094)
C. Chad Lampe (TBN: 24045042)
515 E. Border St.
Arlington, Texas 76010
o: (817) 704-3984; f: (817) 524-6686
wnorred@norredlaw.com

REPUBLICAN PARTY OF TEXAS

Wade Emmert
General Counsel
Counsel@texasgop.com

FULTON STRAHAN LAW GROUP, PLLC

7676 Hillmont Street, Suite 191
Houston, TX 77040
tel: (713) 677-0109
fax: (832) 201-8847
21a: Service@FultonStrahan.com

s/Kevin Fulton

KEVIN FULTON (SBN: 24059787)
e: Kevin@FultonStrahan.com

s/Briscoe Cain

HON. BRISCOE CAIN (SBN: 24073602)
e: Briscoe@FultonStrahan.com

EXHIBITS:

1 Declaration of James Dickey

1-1 Contract

1-2 Second Amendment

1-3 Turner Press Release

1-4 Turner Letter with New Operational Terms

1-5 Markup of Turner Letter

1-6 President Bazan's Cancellation Letter

Unsworn Declaration (TEX. CIV. PRAC. & REM. CODE § 132.001)

“My name is James Dickey, my date of birth is November 23, 1966 and my office address is 211 E. 7th Street, Suite 915, Austin TX 78701, U.S. I declare under penalty of perjury that the following statements are true and correct.

1. I serve as the Chairman of the Republican Party of Texas (“RPT”) and am personally familiar with the contracts between the RPT and the Houston First Corporation (“HFC”).
2. In preparation for its semi-annual convention, RPT first contracted with Houston First Corporation (“HFC”) on or about July 20, 2017 to secure the use of the George R. Brown Convention Center (the “Facility”) for original dates of May 11, 2020 to May 17, 2020. This original lease contract (“Contract”) for use of the George R. Brown Convention Center made effective December 8, 2017. The Parties discussed that the lease was for use of the RPT for its state convention. An unsigned copy of the Contract is attached as Exhibit 1-1.
3. The Parties amended the Contract effectively on January 31, 2019 (“First Amendment”).
4. Because of the COVID pandemic, and the various emergency declarations, the parties entered into an amended agreement on March 30, 2020, to secure the Facility for July 13 to July 18, 2020 (“Second Amendment”). A copy of the Second Amendment is attached as Exhibit 1-2.
5. Throughout this negotiation process, HFC agents assured me and other RPT agents that HFC would in no way interfere with RPT’s Convention nor impose any restrictions on its use.
6. Since forming the Contract and its amendments, the RPT has been in constant contact with the Facility and has worked cooperatively with the Facility to implement common-sense safety measures to facilitate a safe and productive convention experience for its delegates and guests.
7. Around June 23, 2020, HFC posted its health safety plan which encourages several enhanced measures to mitigate the spread of SARS-CoV-2. Importantly, the health safety plan HFC adopted did not initially require visitors of the Facility to wear face coverings. Instead, the Facility implemented measures managing the flow throughout the Facility, reducing risk for exposure by limiting facility entrances, executing check-in procedures, developing floor plans that promote social distancing and controlling staffing and supply levels to contain the potential spread of the virus. Further, the Facility increased the frequency of cleaning of all high touch surfaces using EPA approved products and protocols proven effective against airborne and bloodborne pathogens.
8. To further promote social distancing, the Facility increased spacing between seats and tables in restaurants, concession areas and other common areas and placed distancing indicators near elevators, retail locations and other queuing areas. Additionally, elevators would have a strict two-person limit.

9. The Facility placed signs throughout the Facility to inform and direct guests in preventing the spread of the virus. There are signs displaying health and safety protocols prominently displayed in high traffic areas and information regarding recommended hygiene techniques is located outside of restrooms. Moreover, Facility team members and service partners completed mandatory training based on CDC, local health department, and industry recommendations before returning to work.
10. Each of these enhanced measures are currently implemented and will continue throughout RPT's Convention. Additionally, the RPT has discussed the GA-29 mask order and is expected to follow its guidelines, just as it follows ordinary state laws.
11. Mayor Turner has of late opted to use incendiary language in news releases and public statements in an effort to create a public hysteria regarding the RPT's convention. For example, he stated during a July 3rd press release on July 3, 2020 the following:

"In view of the pandemic's surge across the state and the strong statement from the Texas Medical Association to withdraw its support from an in-person convention at the George R. Brown Convention Center, the City was hopeful that the State Republican Executive Committee would elect to transition to a virtual platform.

"Now that the Executive Committee has made the decision to move forward, the City will decide what steps must be taken to protect the health and safety of employees, visitors, and the general public.

"At the very minimum, masks will be a requirement for attendance and service. However, it is also my hope that over the next several days, the party's leadership will reconsider in view of the rising number of positive COVID-19 cases, increased hospitalizations, and shortage of ICU beds."

I have attached a true copy of the press release as Exhibit 1-3.

12. Turner and Houston are treating RPT differently than other groups. I have attached a letter sent by Turner's office to the RPT with new terms of operation not discussed in the convention contract as Exhibit 1-4. I have also attached a "redline" revision of the document showing how "recommendations" turned into "requirements" as Exhibit 1-5.
13. Mayor Turner showed no significant virus spread concern during other recent political assemblies, never once threatening any unconstitutional draconian regulations as he has with the RPT. Houston hosted significant political protests without Turner's condemnation or significant new edicts for public discourse of which I am aware. I am aware that none of these gatherings resulted in any demonstrated grave concern by Mayor Turner, even when they showed no dedication to social distancing, and intermittent use of masks at best.

14. Turner's pattern of threatening rhetoric turned to action on July 8, 2020, when he admitted to instructing his legal team to find a way out of the Contract. During a meeting of the Houston City Council, a public event which any person can view at <https://houstontx.swagit.com/play/07072020-1540>, Mayor Turner stated, starting at about 3:57 minutes into the "Mayor's Report II" section of the meeting, the following:

"With all that being said, I have asked Houston First and city legal working with Houston First to review the contract between Houston First and the State Republican Executive Committee. I have seen it, looked at it, and read it. And to take a look at it and where there are provisions that would allow this convention, allow us to cancel this convention. We will exercise those provisions. and the plan is to exercise those provisions, to cancel this agreement, this contract today. To not go forward with this convention. The other point that I want to make in response to a question posed by council member Kubosh is that there are no other conferences and conventions that are being held in the City of Houston between now and the end of the year. . . [discussion of commercial conferences cancelled, none of which are statutorily mandated or comprising political speech]. . . We will exercise the provisions of the contract to cancel this convention."


I have copied these words from the transcription of the video which is provided on the video real time. This is what the transcript stated, which did not deviate in any material way from what Mayor Turner said.

15. The RPT has deposits in multiple hotels throughout the City, and by forcing the Convention to be cancelled, Turner is effectively forcing the RPT to challenge all the deposits in order to retrieve them, and the RPT will be suffer economic losses due to diminished participation and last-minute changes that it will never be able to recover.
16. Even before cancelling the Convention, Defendant Turner publicly stated that "the convention will be shut down" unless every person wore a mask, though I know of no legal authority he has to take such a stance.
17. Mayor Turner's fountain of threats has harmed and is harming the Convention by creating uncertainty in the minds of would-be attendees, who hear his remarks and become concerned that they are traveling to Houston only to be told that a child has pulled his mask off and Mayor Turner has cancelled the Convention. This harm is irreparable, as this is a one-time event that happens only every four years. (The RPT has a state convention every two years, but every other cycle includes a presidential aspect.) Defendant Turner's appear to me to be less than voter intimidation with a deliberate design of scaring attendees from executing their planned travels and participation.
18. The RPT has already been harmed by the unwarranted cancelation, and without the Court's immediate relief, the RPT will suffer even more, as the damage will be incalculable – thousands of attendees have made reservations and made special plans to come to Houston.

EXHIBIT 1

19. I am aware that individuals who have planned to go to Houston are deciding at this moment that they do not want to wind up as a scalp taken by the mayor, which damages the Convention's participation and will be hung on Mayor Turner's wall as a Democrat trophy.
20. I have attached a true copy of the cancellation letter from David Minberg and Brenda Bazan, purporting to be the HFC's Chair and President, respectively. That cancellation letter remarks that HFC has been aware of an increasing number of cases of covid-19 that began on Memorial Day weekend.

Executed in Travis County, State of Texas on July 9, 2020



James Dickey

LICENSE AGREEMENT
George R. Brown Convention Center
Republican Party of Texas
2020 State Convention

THIS LICENSE AGREEMENT ("Agreement") is made by and between **Houston First Corporation** ("HFC"), a local government corporation whose address is 1001 Avenida de las Americas, Houston, Texas 77010 and **Republican Party of Texas** ("Licensee") whose address is **1108 Lavaca Ste 500, Austin TX 78701**.

- 1. License.** HFC hereby grants and Licensee hereby accepts a license to use and to occupy a certain portion of the **GEORGE R. BROWN CONVENTION CENTER** (the "Facility"), for the License Period and License Fees described in detail in the attached Exhibit "A".
- 2. Event.** Licensee represents and warrants that it will use the Premises for the following function or activity: **2020 State Convention** (the "Event").
- 3. License Period.** The term of this License Agreement shall be from **May 11, 2020 6:00 AM to May 17, 2020 11:59 PM** ("License Period"), which includes move-in and move-out.
- 4. Payment.** In consideration of the license granted herein, Licensee shall pay HFC the License Fee in accordance with the payment schedule set forth in Exhibit "A". If an instrument given for payment for an amount due under this Agreement is dishonored, then HFC, without foregoing any other available remedy, shall assess and Licensee shall pay a charge of \$40.00.
- 5. Equipment.** The License Fee is for the Premises only and does not include rental charges for tables, chairs, risers, portable dance floors, pianos, sound systems or any other equipment. Except as may otherwise be provided herein, use of equipment is at the option and additional expense of Licensee.
- 6. Invoice.** Within 14 calendar days after the last day of the License Period, HFC shall issue an accounting statement to Licensee itemizing all charges and/or credits (the "Invoice"). Licensee shall pay HFC any undisputed amount due within 30 calendar days from the date of the Invoice. Licensee agrees to notify HFC within such time in the event of any disputed amount and agrees that the Invoice shall otherwise be deemed accurate and accepted by Licensee. Outstanding balances shall be subject to an additional charge of 1.5% per month. Partial payment by Licensee shall not constitute an accord and satisfaction of any amount due hereunder.
- 7. Insurance.** Licensee shall, at its sole cost and expense, procure and maintain insurance coverage through the duration of the License Period in accordance with the following provisions:
 - a. Commercial General Liability, including coverage for contractual liability, bodily injury or death, property damage, and personal and advertising injury in amounts not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Licensee's Commercial General Liability insurance shall be primary and noncontributory to any similar insurance HFC may maintain.
 - b. Automobile liability insurance with a combined single limit of \$1,000,000, including owned, hired and non-owned automobiles.
 - c. Workers' Compensation in the statutory amount.
 - d. Employer's Liability with limits not less than \$1,000,000 for each accident, disease limits of \$1,000,000 per policy and \$1,000,000 per employee.
 - e. An additional insured endorsement on all policies, except Workers' Compensation and Employer's Liability, shall be included in favor of HFC and the City of Houston.
 - f. An endorsement waiving any claim or right of subrogation shall be included on all policies in favor of HFC and the City of Houston.
 - g. Any policy issuer shall have an A.M. Best rating of at least A-, with a financial size category of Class VII or better.

Licensee shall deliver to HFC a certificate with respect to the aforementioned policies no later than 60 calendar days prior to the first day of the License Period or upon execution of the Agreement, whichever is later.

Licensee shall require its contractors to procure and maintain commercial general liability insurance listing HFC and the City of Houston as additional insureds and with an endorsement waiving any claim or right of subrogation with limits of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate before allowing such persons to enter the Facility.

NEITHER THE ISSUANCE OF ANY INSURANCE POLICY REQUIRED UNDER THIS AGREEMENT NOR THE MINIMUM LIMITS SPECIFIED ABOVE SHALL BE DEEMED TO LIMIT OR RESTRICT IN ANY WAY THE LIABILITY OF LICENSEE ARISING UNDER OR OUT OF THIS AGREEMENT. LICENSEE SHALL BE LIABLE FOR ANY LOSS, DAMAGE OR LIABILITY SUFFERED OR INCURRED BY HFC AS THE RESULT OF THE FAILURE OF LICENSEE TO MAINTAIN OR CAUSE TO BE MAINTAINED THE TYPES OR AMOUNTS OF INSURANCE REQUIRED TO BE MAINTAINED BY LICENSEE UNDER THE TERMS OF THIS AGREEMENT.

- 8. Exclusive Services.** HFC and its exclusive providers have sole and total control over all of the following services (collectively, "Exclusive Services"):
- (i) Food and beverage service (including samples);
 - (ii) Temporary utilities (electrical, compressed air, water, and drainage);
 - (iii) Telecommunications (voice, data, and network services);
 - (iv) Exhibit booth cleaning;
 - (v) Facility-affixed audio; and
 - (vi) Structural rigging.

Exclusive Services required by Licensee for the Event must be ordered separately from the appropriate provider. The License Fee does not include charges for Exclusive Services. Licensee may, however, use existing 110v outlets in Rooms within available load tolerances at no charge.

**Republican Party of Texas
2020 State Convention**

**EXHIBIT 1-1
PAGE 2 OF 13**

9. Terms and Conditions; Rules and Regulations. The Terms and Conditions and Rules and Regulations are attached hereto and made a part hereof for all purposes.

10. Definitions. Terms defined herein shall have the same meaning in the Terms and Conditions and Rules and Regulations. Terms capitalized herein, but not defined herein, shall have the meaning assigned to such terms in the Terms and Conditions or Rules and Regulations.

11. Rejection of Licensee's Offer. The execution and delivery of this Agreement to HFC constitutes an offer by Licensee that HFC may reject at any time prior to the execution of this Agreement by HFC.

12. Authority to Sign. The signer of the Agreement hereby represents and warrants that he or she has full authority to execute this Agreement and bind Licensee.

13. Entire Agreement. This Agreement, Exhibit "A", Terms and Conditions, and Rules and Regulations, constitute the entire agreement between HFC and Licensee. No prior written or contemporaneous oral promises or representations shall be binding upon HFC. The Agreement shall not be amended or changed except by written amendment signed by HFC and Licensee. In the event of a conflict, the following order shall control: Agreement; Exhibit "A"; Terms and Conditions; Rules and Regulations.

A copy of this signed Agreement must be received by HFC no later than **July 31, 2017**, or the License Period dates are subject to being released at the sole discretion of HFC. This Agreement shall be effective on the date of signature by HFC.

Licensee and HFC have caused this Agreement to be executed by their duly authorized representatives, effective for all purposes as of the date of signature by HFC ("Effective Date").

Republican Party of Texas ("Licensee")

By: _____
Name: _____
Title: _____

Date: _____

Houston First Corporation ("HFC")

By: _____
Name: Dawn Ullrich
Title: President & CEO

Date: _____

Republican Party of Texas
2020 State Convention

EXHIBIT 1-1
PAGE 3 OF 13

Exhibit A

No: 6780

Premises & License Fees

Premises	Start		End		License Fees
Exhibit Hall BC (Move-in)	May-11-20	06:00 am	May-14-20	11:59 pm	\$12,500.00
Exhibit Hall BC (General Session)	May-15-20	06:00 am	May-17-20	11:59 pm	\$48,000.00
Exhibit Hall A (Move-in)	May-12-20	06:00 am	May-14-20	11:59 pm	
Exhibit Hall A (Exhibits)	May-15-20	06:00 am	May-17-20	11:59 pm	\$30,000.00
Grand Ballroom ABC	May-14-20	06:00 am	May-17-20	11:59 pm	
General Assembly Theater ABC	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 322	May-14-20	06:00 am	May-14-20	11:59 pm	
Room 330	May-12-20	06:00 am	May-17-20	11:59 pm	
Room 332	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 340	May-12-20	06:00 am	May-17-20	11:59 pm	
Room 342	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 350	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 351	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 352	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 360	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 361	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 362	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 370	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 371	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 372	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 380	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 381	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 382	May-14-20	06:00 am	May-17-20	11:59 pm	
Premises & License Fees Subtotal:					\$90,500.00

Other Charges

14,000 Chairs at \$1.00 each for the General Session in Halls BC; additional fees apply for reset of chairs.	Amount \$14,000.00
Other Charges Subtotal:	\$14,000.00
Total:	\$104,500.00

Payment Schedule

Due Date	Description	Amount
Jul 31, 2017	Payment Due with Contract	\$23,000.00
Mar 13, 2020	Second Payment	\$81,500.00
Total:		\$104,500.00

Please make checks payable to:
Houston First Corporation
P.O. Box 61469
Houston, TX 77208
Attention: Accounting Department

Exhibit A

No: 6780

Special Terms

First-Time Set

HFC agrees to provide first-time setup of tables (un-skirted, except for head tables), risers (un-skirted, except for ballroom and general session stage) and chairs in the Rooms (excluding Exhibit Halls) based on available inventory during the Event.

A/V Concessions

HFC agrees to provide complimentary podiums based on available inventory and waive patch fees for Rooms featuring built-in speakers.

Limitation of Liability

HFC acknowledges that Licensee's members (including committee members), officers and employees do not assume personal liability for any debt, liability or obligation of Licensee hereunder; HFC agrees to look only to the funds and property of Licensee for payment of any debt, damage, judgment, decree, or other amount due to HFC from Licensee under this Agreement.

TERMS AND CONDITIONS

George R. Brown Convention Center

1. Definitions. Terms defined herein shall have the same meaning in the License Agreement and Rules and Regulations. Terms capitalized herein, but not defined herein, shall have the meaning assigned to such terms in the License Agreement or Rules and Regulations.

2. Condition of the Premises.

(a) HFC makes no warranty or representation to Licensee of any kind, express or implied, regarding the suitability of the Facility, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Facility, including the Premises. The Premises are offered by HFC and accepted by Licensee in its current condition, on an "**AS IS**" basis. Commencement of the use of the Premises shall be conclusive that the Premises were in good repair and in satisfactory condition, fitness and order when such use commenced. **LICENSEE FURTHER AGREES THAT THE PREMISES SHALL BE DELIVERED BY HFC TO LICENSEE "AS IS", "WHERE IS" AND "WITH ANY AND ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR THE USE THEREOF FOR ANY PARTICULAR PURPOSE.**

(b) Upon reasonable notice, either party shall be entitled to request a mutual inspection of the Premises before and/or after the License Period, together with an inspection report signed by each party.

(c) At the end of the License Period, the Premises shall be vacated and surrendered up to HFC in the same condition found before the commencement of the License Period, excepting damage due to ordinary wear and tear, the elements, Force Majeure, or any other cause not occasioned by a negligent or intentional act or failure to act of Licensee or an agent, employee, contractor or invitee of Licensee.

(d) Should Licensee fail to vacate and surrender the Premises at the end of the License Period, Licensee shall pay to HFC as liquidated damages and not as a penalty (both parties hereto agreeing that damages from such a holding over are difficult to ascertain), for each day or portion thereof during which all or part of the Premises are not vacated and surrendered, an amount equal to 150% of the license fee listed on the then-current rate sheet for use and occupancy for that portion of the Premises that has not been vacated and surrendered. Further, HFC may remove and store all goods and chattels at the sole expense of Licensee and may dispose of any such property if, after the expiration of five calendar days, Licensee has failed to remove the property from the possession of HFC. HFC shall not be liable to Licensee on account of so removing, storing, or disposing of any property as provided by this Section, and Licensee shall save and hold HFC harmless from any liability from licensees prevented from occupying any portion of the Facility due to the holding over of Licensee.

3. Utilities. The License Fee includes utilities for general house lighting, heating and air conditioning, although reduced levels may be maintained during non-event hours. HFC shall not be held liable for damages, by abatement of License Fees, loss of profits or otherwise, for interruption or malfunction of utility services, whether such services are provided by HFC or arranged for by Licensee. HFC agrees to make every commercially reasonable effort to have any such utilities restored promptly to minimize any disruption to the Event.

4. Copyright Law Compliance. Licensee warrants that no music, artistic works, or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be reproduced, exhibited or used during the License Period, unless duly licensed or authorized by the copyright or trademark owners or their representatives. Licensee covenants to strictly comply with all laws respecting copyright and trademarks and warrants that it will not infringe on any related statutory, common law, or other rights of any person or entity during the License Period. Licensee is solely responsible for remitting payment to the appropriate agencies for the use of any copyrighted materials. Licensee shall not advertise, promote, or conduct a live musical performance at the Facility through the use of a false, deceptive, or misleading affiliation, connection, or association between a performing musical artist or group and the original recording artist or group in violation of Texas Bus. & Comm. Code §17.902.

5. Release. **LICENSEE AGREES TO AND SHALL RELEASE HFC, THE CITY OF HOUSTON, THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "INDEMNITEES") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNITEES AND LICENSEE, AND INCLUDING ANY LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY LICENSEE OR ITS CONTRACTORS UNDER THIS AGREEMENT.**

6. Indemnification. **LICENSEE AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS HFC, THE CITY OF HOUSTON, THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "INDEMNITEES") FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, BY REASON OF COPYRIGHT INFRINGEMENT, ATTORNEYS' FEES, COURT COSTS AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY, SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS**

2020 State Convention

AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY LICENSEE'S AND/OR ITS AGENTS', SERVANTS', EMPLOYEES', CONTRACTORS', SUBCONTRACTORS', PATRONS', GUESTS', LICENSEES', OR INVITEES' OR OF ANY OTHER PERSON ENTERING UPON THE FACILITY WITH THE EXPRESSED OR IMPLIED INVITATION OR PERMISSION OF LICENSEE, (COLLECTIVELY, "LICENSEE") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; INDEMNITEES' AND LICENSEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER LICENSEE IS IMMUNE FROM LIABILITY OR NOT; AND ANY LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY LICENSEE.

LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE LAST DATE OF THE LICENSE PERIOD. THE LICENSEE SHALL NOT BE OBLIGATED TO INDEMNIFY HFC FOR HFC'S SOLE NEGLIGENCE.

LICENSEE SHALL REQUIRE BY CONTRACT FROM ITS CONTRACTORS A RELEASE AND INDEMNIFICATION IN FAVOR OF THE INDEMNITEES TO THE SAME EFFECT AND IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

7. Indemnification Procedures.

(a) If HFC or Licensee receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 calendar days. The notice must include (i) a description of the indemnification event in reasonable detail, (ii) the basis on which indemnification may be due and (iii) the anticipated amount of the indemnified loss. This notice does not estop or prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within 30 calendar days, it does not waive any right to indemnification except to the extent that Licensee is prejudiced, suffers loss, or incurs expense because of the delay.

(b) Licensee may assume the defense of the claim at its own expense with counsel chosen by Licensee. Licensee shall then control the defense and any negotiations to settle the claim. Within ten calendar days after receiving written notice of the indemnification request, Licensee must advise HFC as to whether or not it will defend the claim. If Licensee does not assume the defense, HFC shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(c) If Licensee elects to defend the claim, HFC may retain separate counsel at its expense to participate in the defense and to participate in any settlement negotiations. Licensee may settle the claim without the consent or agreement of HFC, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require HFC to comply with restrictions or limitations that adversely affect HFC, (ii) would require HFC to pay amounts that Licensee does not fund in full, or (iii) would not result in HFC's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

8. Use and Preparation of the Premises. Licensee shall not use the Premises or Facility for any purpose other than the Event and shall not permit its use for lodging, or in conflict with any law, ordinance, rule or regulation of any governmental authority, or in any manner which would violate the provisions of any insurance coverage on or related to the Facility, or increase the rate of insurance, in any manner deemed obscene or profane, in any manner which constitutes waste or nuisance, or in any manner which causes or threatens to cause damage or injury to the Facility or alteration to all or any portion of the Facility. With the exception of the Exclusive Services set forth in the License Agreement, Licensee shall provide and install all other equipment, furniture and effects of every description and provide such personnel, labor and materials as is necessary or appropriate for use of the Premises by Licensee.

9. Sharing of Facility and Services. Licensee acknowledges that the Facility may or will be used for the installation, holding or presentation and removal of other events and activities. Licensee further acknowledges that, in order for the Facility to operate as efficiently as practicable, it may be necessary to schedule or share certain Facility services and equipment, including entrances, exits, truck ramps, receiving areas, marshaling areas, storage areas, passenger and freight elevators, lobbies, parking lots, canopies (for banners), and concession areas. Licensee agrees to work cooperatively with other licensees at the Facility, including their employees, agents, and contractors. In the event of a conflict, HFC shall have final authority to establish the schedules for the use and availability of such services and equipment and to determine when, and the extent to which, the sharing of any such services and equipment is necessary or desirable. Licensee acknowledges and agrees that if the sound or vibration generated by the Event materially and adversely affects another event in the Facility as determined by HFC in its sole discretion, then Licensee shall promptly make any sound, volume or other adjustments deemed necessary to resolve the interference by HFC in its sole discretion.

10. Advertisements; Right of Entry. HFC reserves and retains the right to use and may display advertisements in the Facility in any manner, which in the conclusive opinion of HFC is desirable or appropriate, provided that such announcements, advertisements and use do not substantially disrupt or interfere with the Event. HFC, its officers, directors, servants, employees, agents, concessionaires and their servants, employees and agents, shall at all times have free access to the Facility, and shall have the right at any time to enter the Premises for any reasonable purpose.

11. Americans with Disabilities Act ("ADA"). HFC is responsible for permanent, structural accommodations required under applicable provisions of the ADA. Licensee acknowledges that it is responsible for non-permanent accessibility requirements such as, but not limited to, auxiliary aids and services for the visually impaired, hearing impaired and mobility impaired which may be required under

applicable provisions of the ADA.

12. Force Majeure.

(a) The term "Force Majeure" shall include, but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrections, riots, epidemics in the City of Houston, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, explosions and other occurrences or conditions of like nature and shall further include a declaration of a state of emergency by the Mayor of the City of Houston, the Governor of the State of Texas, or the President of the United States of America. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an occurrence that merely makes performance more difficult, impractical, or expensive.

(b) Either party may terminate this Agreement or suspend its obligations hereunder due to Force Majeure to the extent that such occurrence is beyond the reasonable control of the party whose performance is affected on such affected party's giving notice and full particulars to the other party of such Force Majeure as soon as practicable, but no later than 7 calendar days after the occurrence of the cause relied upon.

(c) If Force Majeure causes the License Period to be terminated in whole or in part, then Licensee shall owe HFC a portion of the License Fee based on the time period, if any, during which Licensee had reasonable commercial use of the Premises; provided, however, that any such portion over and above that amount previously paid by Licensee shall be refunded. The License Period shall not be extended in the event of Force Majeure without a written amendment to this Agreement, and HFC shall not be obligated to license the Premises or any part of the Facility in substitution for the Force Majeure period.

13. Default.

(a) Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails to observe any term of this Agreement, including, but not limited to payment of any amount due hereunder or the furnishing of documentation evidencing insurance coverage, (ii) Licensee does not use and occupy the Premises for the purpose described in this Agreement, (iii) Licensee assigns this Agreement, in whole or in part, without the prior written consent of HFC, or (iv) Licensee declares bankruptcy or ceases doing business.

(b) If Licensee is in default, then HFC shall have the right, without further notice, to invoke any or all of the following remedies: (i) terminate this Agreement and revoke the License granted hereunder, (ii) enter and take exclusive possession of the Premises and remove all persons and property, (iii) institute legal proceedings against Licensee to recover any amount due under this Agreement and any damages sustained by HFC, (iv) retain the License Fee and any Deposit prepaid by Licensee as liquidated damages and not as penalty (both parties hereto agreeing that damages from such a default are difficult to ascertain and that such amount is a reasonable forecast of just compensation for the harm to HFC resulting from such default by Licensee), (v) deduct from the License Fee and any deposit any fee, charge, or expense incurred by Licensee up to and including the date of termination and demand any remainder be paid with the Invoice, and (vi) exercise any and all rights available at law or in equity.

14. Cancellation by Licensee.

(a) If Licensee cancels this Agreement, its use of some portion of the Premises, or some portion of the License Period prior to the commencement of the License Period, then Licensee shall owe HFC a portion of the License Fee as provided herein.

(b) Licensee and HFC agree that cancellation of this Agreement, some portion of the Premises, or some portion of the License Period will cause damages to HFC and that the actual damages from the harm are difficult to estimate accurately. Therefore, in lieu of the remedies listed under Section 13(b), Licensee and HFC agree that Licensee shall be liable for and shall pay to HFC an amount, as calculated below, as liquidated damages and that such amount is a reasonable forecast of just compensation for the harm to HFC resulting from such cancellation by Licensee. In the following formula, "X" shall represent the number of calendar days from the date HFC received notice of cancellation from Licensee to the first day of the License Period and "Y" shall represent the percentage of the License Fee owed to HFC by Licensee: (i) if "X" equals 1,096 or more calendar days, then "Y" equals 25%; (ii) if "X" equals 366 to 1,095 calendar days, then "Y" equals 50%; (iii) if "X" equals 365 or fewer calendar days, then "Y" equals 100%.

(c) HFC is authorized to retain all or a portion of the License Fee and any deposit to reimburse HFC the sum owed pursuant to this Section and Licensee shall pay the balance of such sum owed to HFC, if any, within 30 calendar days of issuance of written notice; provided, however, that any such portion over and above the amount of liquidated damages previously paid by Licensee shall be refunded.

15. Construction. Construction of a hotel, parking garage, street redevelopment, and ground-floor concourse improvements may occur during the License Period and affect areas inside and outside of the Facility. HFC agrees to keep Licensee informed of in writing of any material construction or renovation planned to take place at the Facility during the License Period (routine maintenance and upkeep excepted) and will use commercially reasonable efforts to minimize any material interference with or disruption of the Event due to such construction or renovation.

16. Venue and Laws. Licensee shall strictly comply with all applicable laws, ordinances, codes, and regulations that affect Licensee's

2020 State Convention

performance hereunder. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to conflict of law principles. Any litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas. Licensee shall acquire any federal, state and/or municipal permits or licenses required for the Event and shall pay all taxes of whatever nature becoming due by reason of its use of the Facility.

17. Notices. Notices to either party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail, return receipt (or electronic return receipt) requested, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

18. Non-Waiver. Failure of HFC to insist upon strict performance of any of the terms and conditions in this Agreement or failure or delay to exercise any rights or remedies provided in this Agreement or by law, or failure of HFC to notify Licensee properly in the event of default, or the acceptance of late payment or other obligation shall not release Licensee from any or all of its obligations under this Agreement, and shall not be deemed a waiver of any right of HFC to insist on strict performance hereof or any of its rights or remedies as to prior or subsequent default hereunder.

19. Survival. Notwithstanding the acceptance of the License Fee by HFC and the expiration of the License Period, Licensee shall remain obligated to HFC under all clauses of this Agreement that expressly or by implication survive such acceptance and the expiration of the License Period, including but not limited to the indemnification provisions in the Agreement.

20. Assignment and Sublicensing; Severability. Licensee shall not assign this Agreement in whole or in part, nor sublicense any portion of the Premises without the prior written consent of HFC. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

RULES AND REGULATIONS

George R. Brown Convention Center

DEFINITIONS

Event: The function for which the Facility will be used and occupied, as described in the License Agreement.

Event Manager: The person assigned to act as the liaison between the client, HFC and the in-house contractors. This person has authority to act for the Facility Manager in his or her absence.

Facility: George R. Brown Convention Center, 1001 Avenida de las Americas, Houston, Texas 77010.

Facility Manager: The person in charge of overseeing day-to-day operations at the Facility, including events, maintenance, repairs and capital projects.

Licensee: An entity or individual that has entered into a License Agreement with HFC for use of the Facility.

License Period: The period of time Licensee has use of the Premises, as defined in the License Agreement.

Premises: That portion of the Facility to be used for the Event, as defined in the License Agreement.

FIRST AID

1. Certified first aid personnel (such as emergency medical technicians or nurses) are required at events with an estimated attendance of 500 or more people. Licensee shall be responsible for the cost of providing certified first aid personnel.

2. A minimum of one certified first aid provider must be present in the Premises during each Event day, beginning 30 minutes prior to the Event opening to attendees and continuing until one hour after the Event is closed to attendees.

3. At least one certified first aid provider must be present in the Premises during move-in and move-out activities, such as the loading/unloading of freight or exhibits, or the use of equipment such as forklifts, boom lifts, scissor lifts, or pallet jacks.

4. A schedule of the number and postings of first aid personnel shall be submitted in writing to the Event Manager at least 30 calendar days prior to the first day of the License Period. All such first aid arrangements are subject to the approval of the Facility Manager.

5. Licensee assumes sole responsibility for the qualifications of all first aid personnel.

6. Licensee shall notify the Event Manager immediately in the event of an accident, injury or any other incident requiring first aid.

SECURITY

1. Licensed security guards are required at events with an estimated attendance of 500 or more people. Licensee shall be solely responsible for providing security in the Premises, including crowd and traffic control, at any loading docks, driveways or other areas used during the License Period, at its sole cost and expense.

2. If the Premises includes an exhibit hall, then a minimum of two security guards must be present during each Event day beginning 30 minutes prior to the Event opening to attendees and continuing until one hour after the Event is closed to attendees. One security guard shall be posted to monitor ingress and egress and the other shall be assigned to rove the Premises.

3. If the Premises does not include an exhibit hall, then a minimum of one security guard must be present during each Event day beginning 30 minutes prior to the Event opening to attendees and continuing until one hour after the Event is closed to attendees.

4. At least one security guard must be present in the Premises during move-in and move-out activities, such as the loading/unloading of freight or exhibits, or the use of equipment such as forklifts, boom lifts, scissor lifts, or pallet jacks.

5. A schedule of the number and location of security guards shall be submitted in writing to the Event Manager at least 30 calendar days prior to the first day of the License Period. All security arrangements are subject to the approval of the Facility Manager.

6. Licensee assumes sole responsibility for the qualifications of all security personnel.

7. Licensee shall, at all times, conduct its activities with full regard for public safety and observe and abide by all applicable rules, including without limitation all emergency procedures, regulations and requests of the Facility Manager or duly authorized governmental agency

Republican Party of Texas
2020 State Convention

responsible for public safety.

8. Licensee shall ensure that its employees, agents, exhibitors, contractors, and subcontractors wear a clearly visible identification badge provided by Licensee or their respective employer at all times. Badges must include the name of the wearer and the name of his or her employer.

FIRE REGULATIONS

1. Flammable or volatile materials are prohibited within the Facility unless approved, in advance and in writing, by the City of Houston Fire Marshal.

2. Use of flammable compressed gas cylinders is strictly controlled within the Facility and generally prohibited. Non-flammable compressed gas cylinders must be secured to prevent toppling.

3. All decorations, drapes, signs, banners, table coverings and skirts, carpeting or similar decorative materials used shall be flame retardant to the satisfaction of the City of Houston Fire Marshal and are subject to inspection and flame testing.

4. Licensee, its employees, agents, exhibitors, contractors and all other personnel shall comply with all federal, state and local fire codes which apply to places of public assembly.

5. No portion of the entrances, exits, corridors, passageways, halls, lobbies, stairways, escalators, aisles, driveways, sidewalks, ramps or other common areas shall be obstructed or used for any other purpose than ingress and egress. All doors shall have a clearance of at least ten feet on both sides with no physical obstructions. All exit doors shall remain unlocked during the Event.

6. Access to fire detection and suppression systems, heating, ventilation and air-conditioning vents, lighting fixtures and controls shall not be covered or obstructed at any time for any reason. Exit signs and fire hose cabinets must remain visible and unobstructed at all times.

7. Licensee shall not admit to the Premises a number of persons in excess of the maximum occupancy established and approved by the City of Houston Fire Marshal.

8. Certain events, exhibits, displays or activities require standby personnel for a fire watch. All such costs incurred, including an hourly fee and permit, shall be the sole responsibility of Licensee. (Please consult your Event Manager for further details.)

9. The City of Houston Fire Marshal has authority to delay or close the event for any violation or for safety reasons.

FLOOR PLANS

1. For any Event featuring exhibit space, such as conventions and trade shows, floor plans must be submitted to the Event Manager no later than 90 days prior to the first day of the License Period. Floor plans for all other Events must be submitted to the Event Manager no later than 30 calendar days prior to the first day of the License Period.

2. Floor plans shall allow adequate aisle and cross-aisle space and shall not prevent access to fire exits, fire hoses, concession areas, offices or meeting rooms. All floor plans should include any registration and pre-function areas.

3. Any floor plan, if different from the plan originally submitted, shall be submitted for re-approval to the Event Manager no less than 15 calendar days prior to the first day of the License Period.

MOVE-IN AND MOVE-OUT

1. Licensee is responsible for coordinating all move-in and move-out activities, schedules and logistics with the Event Manager. All labor costs, expenses and requirements for move-in, move-out and set-up shall be the sole responsibility of Licensee.

2. Licensee is responsible for handling, storing and securing all freight, including crates and packing material. Crates shall only be stored in areas approved in advance by the Facility Manager. HFC does not allow or accept freight shipments for Licensee, its contractors, exhibitors or speakers prior to the License Period. HFC shall not be held liable for any damages, losses or security surveillance for storage of crates.

3. All move-in and move-out of freight must be through designated loading docks, freight doors and freight elevators. The main lobbies, side doors, escalators and passenger elevators are not to be used for such purposes.

4. No forklifts, trailers, or other vehicles or equipment shall be stored or left before or after the License Period without prior written authorization from the Facility Manager.

5. Freight doors, portable walls, and all HFC-owned equipment shall only be set-up and/or operated by authorized HFC employees or

Republican Party of Texas
2020 State Convention

contractors.

6. Licensee is responsible for the removal of all crates and pallets from the Facility by the end of the License period.

7. Access to equipment rooms, exhibit floor utility boxes and the underground utility tunnel is strictly prohibited to anyone other than authorized HFC employees and contractors.

8. All vehicles, forklifts, and heavy equipment not on display shall be removed from the Premises at least 1 hour before the Event is opened to attendees.

PERMITS Certain events, exhibits, displays and activities require licenses and/or permits, including, but not limited to, the following: Cooking, food and beverage sampling, liquid or gas fueled vehicles, pyrotechnics, lasers, antique dealing, sales and use tax, use of tents or canopies.

DAMAGE PREVENTION

1. Vehicles, forklifts, boom lifts, scissor lifts, pallet jacks, personnel carts and objects over 1,500 pounds are prohibited on carpeted areas of the Facility unless approved in advance and in writing by the Event Manager. If approved, Masonite® or 6ml. polyethylene floor covering shall be used at all times. Licensee may request use of Masonite® in inventory at the Facility during the License Period, provided that setup and removal are the sole responsibility of Licensee.

2. Golf carts, Cushman® utility vehicles, Segway® vehicles, bicycles and similar transportation devices are expressly prohibited in carpeted areas of the Facility unless approved, in advance and in writing, by the Event Manager.

3. All platform trucks, dollies and carts used on permanently carpeted areas shall have tires and wheels of a type approved by the Facility Manager and shall meet the following requirements: (i) Wheels of at least 6" in diameter, (ii) thread width of at least 2½", and (iii) non-skid tires.

4. No locks and/or chains will be placed on any door of the Facility for any reason.

5. Under no circumstances should any exterior door be propped open or any automatic closing device, panic hardware or mullion removed from any door of the Facility.

6. Only tapes pre-approved by the Event Manager shall be used in the Facility (e.g., Shurtape® PC 618 cloth tape or Shurtape® DF 642 double-faced cloth tape). No tape of any kind shall be permitted on any permanently carpeted or painted areas or be affixed to any permanent feature of the Facility.

7. No holes may be drilled, cored or punched into walls, floors, or any other part of the Facility. Use of nails and tacks on Facility walls is expressly prohibited.

8. Painting or finishing of signs, displays or other objects is prohibited at the Facility.

9. Drip pans and scrap buckets should be provided for operating machinery to prevent lubricants, paint, etc. from staining the floor and/or causing a safety hazard.

10. Any display containing soil, sand or similar materials shall use a protective floor covering such as heavy plastic. Curbing material shall be used to prevent spills and seepage.

11. The furniture located in the second level show offices and conference rooms shall not be moved without the prior approval of the Facility Manager.

12. Hazardous materials, including biohazards, are strictly prohibited at the Facility unless approved in advance and in writing by the Facility Manager. Licensee shall be solely responsible for the proper care, handling, removal, and disposal of all hazardous materials.

EXCLUSIVE SERVICES

1. An in-house provider exclusively offers food, beverage and catering services at the Facility. Sampling requires the advanced permission of the exclusive food and beverage provider.

2. Telecommunications, including voice, data and network services, are exclusively offered by an in-house provider.

3. Temporary utilities, including electrical, compressed air, water and drainage services are an exclusive service at the Facility.

Republican Party of Texas
2020 State Convention

EXHIBIT 1-1
PAGE 12 OF 13

4. Exhibit booth cleaning is an exclusive service at the Facility.
5. Facility-affixed audio and structural rigging are controlled exclusively by the in-house audio-visual contractor.

KEYS Requests for keys must be submitted to the Event Manager and any keys issued shall be returned before the end of the License Period. Licensee shall be charged \$75.00 for each key not returned to the Event Manager by the expiration of the License Period and a \$25.00 charge for re-keying each appropriate lock.

CLEANING

1. Facility staff will clean the common areas, including lobbies, hallways, aisle carpeting, restrooms, meeting rooms, association offices and registration areas at no charge.
2. Facility staff will provide light trash removal during move-in and move-out. Licensee shall be responsible for removing all bulk trash, crates, pallets, packing material and any other trash not easily removed by a vacuum cleaner or push broom.
3. Licensee shall be held responsible for any cleaning costs incurred due to residue, oil, grease, or an unusual amount of dirt or debris. Use of confetti, glitter or helium balloons will result in additional cleaning costs. In addition to any labor costs, Licensee shall be liable for any costs associated with environmental clean up and/or disposal.

ANIMALS/PETS With the exception of service animals and animals participating in dog or cat shows, animals shall not be allowed in the Facility unless approved in advance and in writing by the Facility Manager. The Facility Manager must receive all requests to bring animals into the Facility no later than 10 calendar days prior to the first day of the License Period.

PARKING

1. Street parking in front of the Facility on Avenida de las Americas without a permit is strictly prohibited.
2. Parking on the third level ramp at the Facility is by permit only. All vehicles in violation will be towed, without notice and at the owner's expense.
3. Private vehicle parking is available at surrounding parking garages and numerous surface lots located near the Facility.

VEHICLE DISPLAYS

1. Vehicle displays require a permit from the City of Houston Fire Department. If 15 or more vehicles will be displayed, then standby personnel shall be required for a fire watch. All costs incurred, including an hourly fee and permit, shall be the sole responsibility of Licensee. (Please consult your Event Manager for further details.)
2. The battery must be disconnected while any vehicle is on display.
3. Fuel in the tanks of display vehicles shall not exceed 1/4th of their capacity or five gallons of fuel, whichever is less.
4. All display vehicle gas caps shall be taped or locked.
5. Non-flammable protective covering must be placed under display vehicles to prevent stains.
6. Duplicate keys for vehicles on display must be provided to show management and/or to show security for use in the event of an emergency. Keys shall be kept in the Premises during the entire License Period.

RIGGING AND HANGING Rigging and hanging requests must be submitted for approval at least 30 calendar days prior to the first day of the License Period to the Facility audio-visual contractor, who will determine if the requests are within the architectural guidelines of the Facility. The Facility Manager reserves the right to refuse permission, remove, delay or terminate any rigging or hanging for safety reasons or to prevent damage to the Facility.

SMOKING AND TOBACCO In accordance with City of Houston Ordinance No. 2006-1054, smoking is prohibited at the Facility, with the exception of certain enclosed meeting areas designated by HFC, when used for private, invitation-only functions. Use of e-cigarettes and similar electronic smoking devices is prohibited at the Facility. The distribution or sale of tobacco products and electronic smoking devices is prohibited in the Facility.

FIREARMS Possession of Firearms is forbidden in the Facility with the exception of the following: (i) licensed peace officers and licensed honorably retired peace officers, (ii) exhibitors and patrons during duly licensed gun shows, and (iii) individuals licensed by the State of Texas to carry handguns. A "Firearm" is defined as any device designed, made, or adapted to expel a projectile through a barrel or cylinder by using the energy generated by an explosion or burning substance or pressurized air or gas or any device readily convertible to that use.

RESIDUAL MATTERS Matters not addressed in these Rules and Regulations shall be governed by applicable law or, in the absence thereof, decided by HFC in its sole, but reasonable discretion. For every Event, the Facility Manager has the final determination as to whether the Facility is properly prepared, in accordance with these Rules and Regulations, for the doors to be opened to attendees.

**SECOND AMENDMENT TO GEORGE R. BROWN
CONVENTION CENTER LICENSE AGREEMENT**

**EXHIBIT 1-2
PAGE 1 OF 2**

THIS **SECOND AMENDMENT TO GEORGE R. BROWN CONVENTION CENTER LICENSE AGREEMENT** ("Second Amendment") is made by and between the Houston First Corporation ("HFC") and **Republican Party of Texas** ("Licensee").

WHEREAS Licensee and HFC entered into License Agreement No. **6780** made effective **12/8/2017** ("Agreement") for the use and occupancy of a certain portion of the George R. Brown Convention Center (the "Facility"), as amended by the First Amendment to George R. Brown Convention Center License Agreement made effective **1/31/2019** ("First Amendment");

WHEREAS the parties have agreed to change the Event dates in exchange for further goodwill between the parties;

NOW THEREFORE, in light of the foregoing recitals, which are incorporated herein by this reference, the Agreement is amended as follows:

1) The Premises, License Periods, License Fees set forth in Exhibit "A" of the Agreement, titled "Premises and License Fees", are hereby amended and restated as follows:

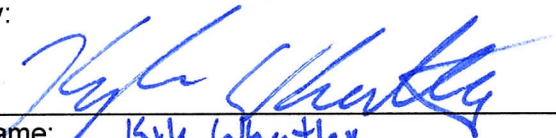
Premises	License Periods	License Fees
Exhibit Hall C	6:00 AM 7/13/2020 to 11:59 PM 7/15/2020 (Move-in)	\$0.00
	12:00 AM 7/16/2020 to 11:59 PM 7/18/2020 (Exhibits)	\$30,000.00
Exhibit Halls AB	6:00 AM 7/13/2020 to 11:59 PM 7/15/2020 (Move-in)	\$12,500.00
	12:00 AM 7/16/2020 to 11:59 PM 7/18/2020 (General Session)	\$48,000.00
General Assembly Theater ABC	6:00 AM 7/13/2020 to 11:59 PM 7/18/2020	\$0.00
Grand Ballroom ABC	6:00 AM 7/15/2020 to 11:59 PM 7/18/2020	\$0.00
Room 310	6:00 AM 7/16/2020 to 11:59 PM 7/18/2020	\$0.00
Room 320	6:00 AM 7/16/2020 to 11:59 PM 7/18/2020	\$0.00
Room 322	6:00 AM 7/16/2020 to 11:59 PM 7/18/2020	\$0.00
Room 330	6:00 AM 7/13/2020 to 11:59 PM 7/18/2020	\$0.00
Room 332	6:00 AM 7/15/2020 to 11:59 PM 7/18/2020	\$0.00
Room 340	6:00 AM 7/13/2020 to 11:59 PM 7/18/2020	\$0.00
Room 342	6:00 AM 7/13/2020 to 11:59 PM 7/18/2020	\$0.00
Room 350 A	6:00 AM 7/13/2020 to 11:59 PM 7/15/2020	\$0.00
Room 350 B	6:00 AM 7/13/2020 to 11:59 PM 7/15/2020	\$0.00
Room 350 C	6:00 AM 7/15/2020 to 11:59 PM 7/15/2020	\$0.00
Room 350 D-F	6:00 AM to 11:59 PM 7/15/2020	\$0.00
Room 350	12:00 AM 7/16/2020 to 11:59 PM 7/18/2020	\$0.00
Room 351	6:00 AM 7/15/2020 to 11:59 PM 7/18/2020	\$0.00
Room 352	6:00 AM 7/15/2020 to 11:59 PM 7/18/2020	\$0.00
Room 360	6:00 AM 7/15/2020 to 11:59 PM 7/18/2020	\$0.00
Room 361	6:00 AM 7/15/2020 to 11:59 PM 7/18/2020	\$0.00
Room 362	6:00 AM 7/15/2020 to 11:59 PM 7/18/2020	\$0.00
Room 370	6:00 AM 7/15/2020 to 11:59 PM 7/18/2020	\$0.00
Room 371	6:00 AM 7/15/2020 to 11:59 PM 7/18/2020	\$0.00
Room 372	6:00 AM 7/15/2020 to 11:59 PM 7/18/2020	\$0.00
Room 380	6:00 AM 7/13/2020 to 11:59 PM 7/18/2020	\$0.00

Room 381	6:00 AM 7/15/2020 to 11:59 PM 7/18/2020	\$0.00
Room 382	6:00 AM 7/15/2020 to 11:59 PM 7/18/2020	\$0.00
Show Office 207-211	6:00 AM 7/13/2020 to 11:59 PM 7/18/2020	\$0.00
Conference Rooms 212-215	6:00 AM 7/13/2020 to 11:59 PM 7/18/2020	\$0.00
Box Office A	6:00 AM 7/13/2020 to 11:59 PM 7/18/2020	\$0.00
Total:		\$90,500.00

- 2) The License Fee shall neither increase nor decrease under the terms of this Second Amendment.
- 3) For the avoidance of doubt, the parties acknowledge and agree that the following occurrences are within the scope and definition of Force Majeure under Section 12 of the Agreement: Pandemics affecting Houston or preventing use and occupancy of the Facility; and orders materially and substantially restricting the size of gatherings at the Facility issued by the Mayor of the City of Houston, Governor of the State of Texas, or the President of the United States, issued within 30 days of the Event.
- 4) In the event of a conflict between the Agreement, the First Amendment and this Second Amendment, this Second Amendment shall prevail. All other terms and conditions of the Agreement, except as amended, shall continue in full force and effect.
- 5) Licensee agrees to submit a signed copy of this Second Amendment to HFC no later than **3/30/2020**. This Second Amendment shall be effective on the date of countersignature by HFC.

Republican Party of Texas

By:


 Name: Kyle Whentley
 Title: Executive Director

3/30/20
 Date

Houston First Corporation, "HFC"

By:

 Name: Brenda W. Bazan
 Title: President & CEO

 Date



LATEST NEWS

Mayor Sylvester Turner's Statement on the Texas GOP Decision to Proceed with In-Person Convention

🕒 JULY 3, 2020

In response to the Texas GOP decision to proceed with the scheduled in-person convention on July 16-18 at the George R. Brown Convention Center, Mayor Sylvester Turner issued the following statement today.

"In view of the pandemic's surge across the state and the strong statement from the Texas Medical Association to withdraw its support from an in-person convention at the George R. Brown Convention Center, the City was hopeful that the State Republican Executive Committee would elect to transition to a virtual platform."

"Now that the Executive Committee has made the decision to move forward, the City will decide what steps must be taken to protect the health and safety of employees, visitors, and the general public."

“At the very minimum, masks will be a requirement for attendance and service. However, it is also my hope that over the next several days, the party’s leadership will reconsider in view of the rising number of positive COVID-19 cases, increased hospitalizations, and shortage of ICU beds.”

POSTED IN: [MAYOR'S OFFICE FILED UNDER:](#)
[HOUNEWS, MYR - OFFICE OF THE MAYOR](#)

[← UPDATE: SUSPECT CHARGED, WANTED IN FATAL SHOOTING AT 3700 SOUTHMORE BOULEVARD](#)
[HOUSTON HEALTH DEPARTMENT, PARTNERS ANNOUNCE FREE COVID-19 TESTING SCHEDULE FOR WEEK OF JULY 6 →](#)

Copyright © 2020 City of Houston | Newsroom — Stout theme by [GoDaddy](#)



SYLVESTER TURNER
MAYOR

OFFICE OF THE MAYOR
CITY OF HOUSTON
TEXAS

July 6, 2020

James Dickey, State Chairman
Alma Jackson, State Vice-Chairman
Kyle Whatley, Executive Director
Republican Party of Texas
P.O. Box 2206
Austin, TX 78768

Dear Mr. Dickey, Ms. Jackson, and Mr. Whatley:

The world is experiencing a once in a century biologic event. At the moment Texas, and in particular, Houston is suffering from exponential spread of the SARS CoV-2 virus causing more and more people to come down with COVID disease, many of whom are requiring hospitalization. Just today the Texas Medical Center hospitals reported 446 new hospital admissions. This is the single highest one-day total since the pandemic began. Unfortunately, the slope of this curve indicates there will likely be even more admissions tomorrow. Among these same hospitals, 589 persons are requiring care in the intensive care units. COVID patients now make up 25% of all hospitalized patients, and over 44% of all ICU patients in hospitals in Harris County. The continued rise in patients, and the burden it is placing on our healthcare system is not sustainable.

While these statistics are quite worrisome, let us not forget they represent people who are suffering. In addition, there are the worried family members who cannot be at their family members side and must also suffer alone, at home.

This continually unfolding tragedy is at least partly preventable by the decisions and actions we as leaders of the community take. We encourage you to reconsider the position of the Republican Party of Texas to have an in-person convention in Houston later this month. A virtual convention would protect the health and perhaps the very lives of those who intend on attending an in-person event, as well as the hundreds of workers needed to support such an event.

Should the RPT continue its current course to hold an in-person event we have provided for you the requirements of holding such an event. Attached please find "**Requirements for events and gatherings during the COVID-19 pandemic**," prepared by the Houston Health Department. This document outlines the strategies and operational requirements necessary to hold as safe an

event as we believe is possible at this time. Even if all of the safeguards are followed, there will still be avoidable risk to the attendees, presenters, and support staff. The best way to minimize risk is to hold a virtual convention.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Sylvester Turner', written over a horizontal line.

Sylvester Turner
Mayor, City of Houston

A handwritten signature in dark ink, appearing to read 'David Persse', written over a horizontal line.

David Persse, MD
Public Health Authority, City of Houston



Requirements for events and gatherings during the COVID-19 pandemic

- **Considerations for Events and Gatherings in Areas with High COVID-19 Circulation**
 - o The more people an individual interacts with and the longer that interaction lasts, the higher the potential risk of becoming infected with COVID-19 and COVID-19 spreading
 - o The higher the level of community transmission in the area that the gathering is being held, the higher the risk of COVID-19 spreading during a gathering

Table 1: The risk of COVID-19 spreading at events and gatherings increases as follows

Lowest risk: Virtual-only activities, events, and gatherings.
More risk: Smaller outdoor and in-person gatherings in which individuals from different households remain spaced at least 6 feet apart, wear cloth face coverings, do not share objects, and come from the same local area (e.g., community, town, city, or county).
Higher risk: Medium-sized in-person gatherings that are adapted to allow individuals to remain spaced at least 6 feet apart and with attendees coming from outside the local area.
Highest risk: Large in-person gatherings where it is difficult for individuals to remain spaced at least 6 feet apart and attendees travel from outside the local area.

- **State and Local Level**

Texas. Governor Abbott issued Executive Order GA-29 on July 2 ordering the use of face masks in public to help slow the spread of COVID-19 as new infections and hospitalizations are surging and deaths begin to mount. This comes after the Executive Order GA-29 on June 26 to close bars, halt further reopening and delay elective surgeries in eight of the state's hardest hit counties.

Harris County. Harris County upgraded to a **Level 1: Stay Home** on June 26. Level one signifies a severe and uncontrolled level of COVID-19 in Harris County, meaning outbreaks are present and worsening and that testing, and contact tracing capacity is strained or exceeded. At this level, residents take action to minimize contacts with others wherever possible and avoid leaving home except for the most essential needs like going to the grocery store for food and medicine.

Houston. Houston is now among the national epicenters of current COVID-19 outbreaks. The Houston area has experienced a sharp rise in COVID-19 cases since Memorial Day. Now, COVID-19 infections are three times greater than they were at the peak experienced earlier this spring. Currently, due to the spike in COVID-19 cases, accompanied by a steady rise in hospitalizations since the lifting of the restrictions

intended to contain the virus, the risk of COVID-19 spreading at large in-person gatherings is at the **Highest Risk** (Table 1).

- **National and State Conventions Falls into the Highest Risk Event Category because:**

- It is a large in-person gathering (estimated 6,000 attendees)
- It is difficult to maintain social distancing over several days
- It has attendees travel from outside the local area

The recommendations below are intended to reduce the risk of COVID-19 infection and spread, both in Houston during national and state conventions and beyond as attendees return to their hometowns. Even with intense recommendations, the convention remains at best a in the **Higher Risk** category.

- **Requirements for Event Organizers**

- Promote behaviors that prevent spread
 - Restrict entry to any attendees who have tested positive for COVID-19, if they do not feel well or have been in contact with someone with COVID-19 between July 2-15 (fourteen days prior to the convention start date).
 - Encourage attendees to travel by car and not air or public transit to minimize close contact with others.
 - Encourage attendees to limit travel companions to 1 or 2 attending the convention and not bring friends and family members.
 - Enforce the Governor's executive order on the use of face coverings (masks) or face shields if face coverings are not possible. Those who do not comply will be removed.
 - Use of face coverings is particularly important in setting where people may raise their voice (i.e. shouting, chanting, singing).
 - Proper use includes covering both the mouth and the nose and must be worn at all times.
 - Communicate and reinforce practicing hand hygiene and respiratory etiquette
 - Ensure adequate supplies are easily available to support healthy hygiene behavior. Supplies include soap, water, hand sanitizer (at least 60% alcohol), paper towels, tissues, disinfectant wipes, face coverings and no-touch trash cans.

- Ensure venue and hotel contracts include extra staff for enhanced cleaning and supplies in restroom areas. Staff must be screened upon start of shift.
 - Ensure touchless hand sanitizing stations are present throughout venue and available within each meeting and breakout room.
- Post signs or posters and promote messaging about behaviors that prevent spread.
 - Signage should include messaging about hand hygiene, social distancing, and face coverings
 - Signage should be readily visible. Consider placing these near in every sign-in table, bathrooms, entrances/exits, dining areas, escalators, shuttles, hotels, and any other high trafficked area or where people may congregate.
- Provide attendees and staff with materials to promote the daily practice of everyday preventive actions to help prevent spread of the virus.
- Discourage actions such as handshakes, fist bumps, and high-fives at events.
- Maintain healthy environments
 - Intensify cleaning and disinfection of frequently touched surfaces.
 - Modify layouts to promote social distance of at least 6 feet between people:
 - Limit attendance, seating capacity, or host smaller events in larger rooms
 - Use multiple entrances and exits and discourage crowded waiting areas
 - Block off rows or sections of seating in order to space people 6 ft apart in all directions (left, right, back and front).
 - Eliminate lines and encourage distancing by providing signs/visual cues
 - Include monitoring at break stations, restrooms, and other areas where gathering may occur
 - Prioritize outdoor activities if social distancing can be maintained
 - Offer online attendance options to help reduce the number of attendees
 - Install physical barriers and guides to support social distancing.
 - Registration and check-in areas should incorporate protective barriers (e.g. acrylic barrier screens, portable counter barriers, dividers, etc.)
 - Close communal spaces, or stagger use and clean and disinfect between use.
 - Serve individually plated meals/grab-and-go options; hold activities in separate areas.
 - Ensure dining space includes socially distanced layout

- Use disposable food service items including utensils and dishes.
- Use touchless payment options for food and other items. Where not available, contact should be minimized.
- Limit sharing of objects, and/or clean and disinfect between use.
- Limit the use of elevators and ensure stairways are available for use; disinfect regularly touched surfaces.
- Ensure adequate supplies to minimize sharing (pens, note pads, pencils, etc.)
- Encourage attendees to use transportation options that minimize close contact with others (e.g., walking or biking, driving or riding by car – alone or with household members only).
- If transport vehicles like buses are used by the event staff, drivers should practice all safety actions and protocols as indicated for other staff.
- Consider limiting the number of people who occupy the restroom at one time to allow for social distancing; do not allow lines or crowds to form near the restroom.
- Ensure ventilation systems operate properly and if possible, increase circulation of outdoor air. If portable ventilation equipment like fans are used, take steps to minimize air from them blowing from one person directly at another person.
- Take steps to ensure that all water systems and features are safe to use. Encourage staff and attendees to bring their own water to minimize touching and use of water fountains; if drinking fountains are used make sure they are cleaned and sanitized.
- Maintain healthy operations
 - Protect people at [higher risk](#) for severe illness from COVID-19
 - Consider ways to significantly reduce the number of attendees; stagger or rotate scheduling
 - Create static groups or “cohorts” of individuals and avoid mixing between groups.
 - Pursue virtual events and meetings; replace in-person meetings with video- or tele-conference calls whenever possible.
 - Limit non-essential visitors, volunteers, and activities involving external groups or organizations, especially with those who are not from the local area
 - Consider options for non-essential travel in accordance with state and local regulations
 - Consider limiting event attendance to staff and guests who live in the local area
 - Implement flexible and non-punitive leave policies
 - Train staff on all safety protocols, preferably virtually to ensure social distancing.

- Conduct daily health checks such as [temperature screening](#) or [symptom](#) checking on all staff and attendees.
- Use wrist bands to validate daily health checks
- Designate a COVID-19 point of contact
- Keep a track of attendees by sections (e.g. signing sheets, scanning, etc.).
- Keep a master list of all attendees that includes the following information: name, DOB, address, phone number, email address, hotel and hotel room.
- Put in place communication systems for:
 - Individuals to self-report COVID-19 [symptoms](#), a positive test for COVID-19, or [exposure](#) to someone with COVID-19
 - Notifying [local health authorities](#) of COVID-19 cases
 - Notifying individuals of any COVID-19 exposures while maintaining confidentiality in accordance with privacy laws
- Prepare for when someone gets sick
 - Maintain a contact list of all convention attendees including name, home address, home or cell phone, and email address. Be prepared to share list with local public health and work with public health if attendees are confirmed as positive in the two weeks after the convention.
 - Maintain a sign in list of all attendees at each individual session, breakout room, or other convention event.
 - Have a plan to isolate and safely transport those who are sick.
 - Designate a space for staff and attendees who may become sick and cannot leave the event immediately.
 - Work with partners, such as local hospitals and hotels, to create a plan for treating and isolating staff and attendees who do not live nearby.
 - Include a plan for separating and caring for vulnerable populations (<https://www.cdc.gov/coronavirus/2019ncov/specific-groups/high-risk-complications.html>).
 - If any staff member or participant becomes sick at your event, separate them from others as soon as possible.
 - Establish procedures to help sick staff or participants leave the event as soon as possible. Provide them with clean, disposable facemasks (<https://www.cdc.gov/niosh/npptl/pdfs/UnderstandDifferenceInfographic-508.pdf>) to wear, if available.
 - Work with the local public health department and nearby hospitals to care for those who become sick.
 - If needed, contact emergency services for those who need emergency care. Public transportation, shared rides, and taxis

should be avoided for sick persons, and disposable facemasks should be worn by persons who are sick at all times when in a vehicle.

- Read more about preventing the spread of COVID-19 if someone is sick. (<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>).
- Attendees who develop symptoms or test positive for COVID-19 during the convention or in the two weeks following the convention must notify convention organizers who will then coordinate with local public health in Houston and in the attendee's local jurisdiction.
- Encourage individuals who are sick to follow CDC guidance for caring for oneself and others who are sick.
- Notify local health officials of any case of COVID-19 while maintaining confidentiality.
- Notify those who have had close contact with a person diagnosed with COVID-19 and advise them to quarantine and self-monitor for symptoms and follow CDC guidance if symptoms develop.
- Advise individuals who are sick when it would be safe for them to return based on CDC's criteria to discontinue home isolation.
- Close off areas used by someone who is sick. Wait >24 hours before cleaning and disinfecting.
- After the event
 - Attendees should be advised to quarantine for 14 days and self-monitor for symptoms and follow CDC guidance if symptoms develop.

References:

Centers for Disease Control and Prevention. Coronavirus Disease 2019 (COVID-19): Considerations for Events and Gatherings. <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/considerations-for-events-gatherings.html>

Centers for Disease Control and Prevention. Coronavirus Disease 2019 (COVID-19): Implementation of Mitigation Strategies for Communities with Local COVID-19 Transmission <https://www.cdc.gov/coronavirus/2019-ncov/community/community-mitigation.html>

Centers for Disease Control and Prevention. Interim Guidance: Get Your Mass Gatherings or Large Community Events Ready for Coronavirus Disease 2019 (COVID-19). <https://www.cdc.gov/coronavirus/2019-ncov/downloads/Mass-Gatherings-Documents/FINAL.pdf>

Opening the State of Texas DSHS Website. <https://www.dshs.texas.gov/coronavirus/>
<https://www.dshs.texas.gov/coronavirus/opentexas.aspx#protocols>



Recommendations Requirements for events and gatherings during the COVID-19 pandemic

- **Considerations for Events and Gatherings in Areas with High COVID-19 Circulation**
 - o The more people an individual interacts with and the longer that interaction lasts, the higher the potential risk of becoming infected with COVID-19 and COVID-19 spreading
 - o The higher the level of community transmission in the area that the gathering is being held, the higher the risk of COVID-19 spreading during a gathering

Table 1: The risk of COVID-19 spreading at events and gatherings increases as follows

Lowest risk: Virtual-only activities, events, and gatherings.
More risk: Smaller outdoor and in-person gatherings in which individuals from different households remain spaced at least 6 feet apart, wear cloth face coverings, do not share objects, and come from the same local area (e.g., community, town, city, or county).
Higher risk: Medium-sized in-person gatherings that are adapted to allow individuals to remain spaced at least 6 feet apart and with attendees coming from outside the local area.
Highest risk: Large in-person gatherings where it is difficult for individuals to remain spaced at least 6 feet apart and attendees travel from outside the local area.

- **State and Local Level**

Texas. Governor Abbott issued Executive Order GA-29 on July 2 ordering the use of face masks in public to help slow the spread of COVID-19 as new infections and hospitalizations are surging and deaths begin to mount. This comes after the Executive Order GA-29 on June 26 to close bars, halt further reopening and delay elective surgeries in eight of the state's hardest hit counties.

Harris County. Harris County upgraded to a **Level 1: Stay Home** on June 26. Level one signifies a severe and uncontrolled level of COVID-19 in Harris County, meaning outbreaks are present and worsening and that testing, and contact tracing capacity is strained or exceeded. At this level, residents take action to minimize contacts with others wherever possible and avoid leaving home except for the most essential needs like going to the grocery store for food and medicine.

Houston. Houston is now among the national epicenters of current COVID-19 outbreaks. The Houston area has experienced a sharp rise in COVID-19 cases since Memorial Day. Now, COVID-19 infections are three times greater than they were at the

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt

peak experienced earlier this spring. Currently, due to the spike in COVID-19 cases, accompanied by a steady rise in hospitalizations since the lifting of the restrictions intended to contain the virus, the risk of COVID-19 spreading at large in-person gatherings is at the **Highest Risk** (Table 1).

- **National and State Conventions Falls into the Highest Risk Event Category because:**
 - o It is a large in-person gathering (estimated 6,000 attendees)
 - o It is difficult to maintain social distancing over several days
 - o It has attendees travel from outside the local area

The recommendations below are intended to reduce the risk of COVID-19 infection and spread, both in Houston during national and state conventions and beyond as attendees return to their hometowns. Even with intense recommendations, the convention remains at best a in the **Higher Risk** category.

- **Recommendations-Requirements for Event Organizers**
 - o Promote behaviors that prevent spread
 - ~~Instruct registered attendees to stay home if they~~Restrict entry to any attendees who have tested positive for COVID-19, if they do not feel well or have been in contact with someone with COVID-19 between July 2-15 (fourteen days prior to the convention start date).
 - Encourage attendees to travel by car and not air or public transit to minimize close contact with others.
 - Encourage attendees to limit travel companions to only those 1 or 2 attending the convention and not bring friends and family members.
 - Enforce the Governor's executive order on the use of face coverings (masks) or face shields if face coverings are not possible. Those who do not comply will be removed.
 - Use of face coverings is particularly important in setting where people may raise their voice (i.e. shouting, chanting, singing).
 - Proper use includes covering both the mouth and the nose and must be worn at all times.
 - Communicate and reinforce practicing hand hygiene and respiratory etiquette
 - Ensure adequate supplies are easily available to support healthy hygiene behavior. Supplies include soap, water, hand sanitizer (at least 60% alcohol),

paper towels, tissues, disinfectant wipes, face coverings and no-touch trash cans.

- Ensure venue and hotel contracts include extra staff for enhanced cleaning and supplies in restroom areas. Staff must be screened upon start of shift.
- Ensure touchless hand sanitizing stations are present throughout venue and available within each meeting and breakout room.
- Post signs or posters and promote messaging about behaviors that prevent spread.
 - Signage should include messaging about hand hygiene, social distancing, and face coverings
 - Signage should be readily visible. Consider placing these near in every sign-in table, bathrooms, entrances/exits, dining areas, escalators, shuttles, hotels, and any other high trafficked area or where people may congregate.
- Provide attendees and staff with materials to promote the daily practice of everyday preventive actions to help prevent spread of the virus.
- Discourage actions such as handshakes, fist bumps, and high-fives at events.
- Maintain healthy environments
 - Intensify cleaning and disinfection of frequently touched surfaces.
 - Modify layouts to promote social distance of at least 6 feet between people:
 - Limit attendance, seating capacity, or host smaller events in larger rooms
 - Use multiple entrances and exits and discourage crowded waiting areas
 - Block off rows or sections of seating in order to space people 6 ft apart in all directions (left, right, back and front).
 - Eliminate lines and encourage distancing by providing signs/visual cues
 - Include monitoring at break stations, restrooms, and other areas where gathering may occur
 - Prioritize outdoor activities if social distancing can be maintained
 - Offer online attendance options to help reduce the number of attendees
 - Install physical barriers and guides to support social distancing.
 - Registration and check-in areas should incorporate protective barriers (e.g. acrylic barrier screens, portable counter barriers, dividers, etc.)
 - Close communal spaces, or stagger use and clean and disinfect between use.

Formatted: Font: 12 pt

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: 12 pt

Formatted: Font: (Default) +Body, 12 pt

- Serve individually plated meals/grab-and-go options; hold activities in separate areas.
 - Ensure dining space includes socially distanced layout
- Use disposable food service items including utensils and dishes.
- Use touchless payment options for food and other items. Where not available, contact should be minimized.
- Limit sharing of objects, and/or clean and disinfect between use.
- Limit the use of elevators and ensure stairways are available for use; disinfect regularly touched surfaces.
- Ensure adequate supplies to minimize sharing (pens, note pads, pencils, etc.)
- Encourage attendees to use transportation options that minimize close contact with others (e.g., walking or biking, driving or riding by car – alone or with household members only).
- If transport vehicles like buses are used by the event staff, drivers should practice all safety actions and protocols as indicated for other staff.
- Consider limiting the number of people who occupy the restroom at one time to allow for social distancing; do not allow lines or crowds to form near the restroom.
- Ensure ventilation systems operate properly and if possible, increase circulation of outdoor air. If portable ventilation equipment like fans are used, take steps to minimize air from them blowing from one person directly at another person.
- Take steps to ensure that all water systems and features are safe to use. Encourage staff and attendees to bring their own water to minimize touching and use of water fountains; if drinking fountains are used make sure they are cleaned and sanitized.
- Maintain healthy operations
 - Protect people at higher risk for severe illness from COVID-19
 - Consider ways to significantly reduce the number of attendees; stagger or rotate scheduling
 - Create static groups or “cohorts” of individuals and avoid mixing between groups.
 - Pursue virtual events and meetings; replace in-person meetings with video- or tele-conference calls whenever possible.
 - Limit non-essential visitors, volunteers, and activities involving external groups or organizations, especially with those who are not from the local area
 - Consider options for non-essential travel in accordance with state and local regulations
 - Consider limiting event attendance to staff and guests who live in the local area
 - Implement flexible and non-punitive leave policies

Formatted: Default Paragraph Font, Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

- Train staff on all safety protocols, preferably virtually to ensure social distancing.
 - Conduct daily health checks such as [temperature screening](#) or [symptom](#) checking on all staff and attendees.
 - Use wrist bands to validate daily health checks
 - Designate a COVID-19 point of contact
 - Keep a track of attendees by sections (e.g. signing sheets, scanning, etc.).
 - Keep a master list of all attendees that includes the following information: name, DOB, address, phone number, email address, hotel and hotel room.
 - Put in place communication systems for:
 - Individuals to self-report COVID-19 [symptoms](#), a positive test for COVID-19, or [exposure](#) to someone with COVID-19
 - Notifying [local health authorities](#) of COVID-19 cases
 - Notifying individuals of any COVID-19 exposures while maintaining confidentiality in accordance with privacy laws
 - Prepare for when someone gets sick
 - Maintain a contact list of all convention attendees including name, home address, home or cell phone, and email address. Be prepared to share list with local public health and work with public health if attendees are confirmed as positive in the two weeks after the convention.
 - Maintain a sign in list of all attendees at each individual session, breakout room, or other convention event.
 - Have a plan to isolate and safely transport those who are sick.
 - Designate a space for staff and attendees who may become sick and cannot leave the event immediately.
 - Work with partners, such as local hospitals and hotels, to create a plan for treating and isolating staff and attendees who do not live nearby.
 - Include a plan for separating and caring for vulnerable populations (<https://www.cdc.gov/coronavirus/2019ncov/specific-groups/high-risk-complications.html>).
 - If any staff member or participant becomes sick at your event, separate them from others as soon as possible.
 - Establish procedures to help sick staff or participants leave the event as soon as possible. Provide them with clean, disposable facemasks (<https://www.cdc.gov/niosh/nppt/pdfs/UnderstandDifferenceInfographic-508.pdf>) to wear, if available.
 - Work with the local public health department and nearby hospitals to care for those who become sick.

- If needed, contact emergency services for those who need emergency care. Public transportation, shared rides, and taxis should be avoided for sick persons, and disposable facemasks should be worn by persons who are sick at all times when in a vehicle.
- Read more about preventing the spread of COVID-19 if someone is sick. (<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>).
- Attendees who develop symptoms or test positive for COVID-19 during the convention or in the two weeks following the convention must notify convention organizers who will then coordinate with local public health in Houston and in the attendee's local jurisdiction.
- Encourage individuals who are sick to follow CDC guidance for caring for oneself and others who are sick.
- Notify local health officials of any case of COVID-19 while maintaining confidentiality.
- Notify those who have had close contact with a person diagnosed with COVID-19 and advise them to quarantine and self-monitor for symptoms and follow CDC guidance if symptoms develop.
- Advise individuals who are sick when it would be safe for them to return based on CDC's criteria to discontinue home isolation.
- Close off areas used by someone who is sick. Wait >24 hours before cleaning and disinfecting.
- After the event
 - ~~When returning home a~~ Attendees ~~must~~ should be advised to quarantine for 14 days and self-monitor for symptoms and follow CDC guidance if symptoms develop.

References:

Centers for Disease Control and Prevention. Coronavirus Disease 2019 (COVID-19): Considerations for Events and Gatherings. <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/considerations-for-events-gatherings.html>

Centers for Disease Control and Prevention. Coronavirus Disease 2019 (COVID-19): Implementation of Mitigation Strategies for Communities with Local COVID-19 Transmission <https://www.cdc.gov/coronavirus/2019-ncov/community/community-mitigation.html>

Centers for Disease Control and Prevention. Interim Guidance: Get Your Mass Gatherings or Large Community Events Ready for Coronavirus Disease 2019 (COVID-19).

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted: Font: (Default) +Body, 12 pt, No underline, Font color: Auto

Formatted: Font: (Default) +Body, 12 pt

Formatted

Formatted: Font: (Default) +Body, 12 pt

Formatted

Formatted: Font: (Default) +Body, 12 pt

Formatted

Formatted: Font: (Default) +Body, 12 pt

Formatted

Formatted

Formatted

Formatted: Font: (Default) +Body, 12 pt

Formatted

Formatted: Font: (Default) +Body, 12 pt

Formatted

Formatted

Formatted: Font: (Default) +Body, 12 pt

Formatted

Formatted

Formatted: Font: (Default) +Body, 12 pt

Formatted

Formatted

Formatted

EXHIBIT 1-5

PAGE 7 OF 7

<https://www.cdc.gov/coronavirus/2019-ncov/downloads/Mass-Gatherings-Documents/FINAL.pdf>

Formatted: Default Paragraph Font, Font: (Default) +Body, 12 pt

Opening the State of Texas DSHS Website.

Formatted: Font: (Default) +Body, 12 pt

<https://www.dshs.texas.gov/coronavirus/>

<https://www.dshs.texas.gov/coronavirus/opentexas.aspx#protocols>

Formatted: Font: (Default) +Body

Formatted: Don't add space between paragraphs of the same style

July 8, 2020

James Dickey, State Chairman
Alma Jackson, State Vice-Chairman
Kyle Whatley, Executive Director
Republican Party of Texas
211 E. 7th St. #915
Austin, TX 78701

Re: Notice of Termination of License Agreement #6780 Due to an Occurrence of Force Majeure

Dear Mr. Dickey, Ms. Jackson, and Mr. Whatley,

Due to the unprecedented scope and severity of the COVID-19 epidemic in Houston, compounded by mounting scientific evidence of the significant risks posed by assembling a large indoor event, Houston First Corporation must, effective immediately by this notice, terminate the License Agreement with the Republican Party of Texas for the 2020 Texas Republican Convention at the George R. Brown Convention Center.

Section 12 of the Terms and Conditions portion of the License Agreement provides, in pertinent part, that either party may terminate the agreement or suspend its obligations due to Force Majeure to the extent that such occurrence is beyond the reasonable control of the party whose performance is affected. In the same section, the term "Force Majeure" is defined to include "epidemics in the City of Houston", as well as emergency governmental declarations and other occurrences of like nature; the Second Amendment to the License Agreement clarified that the term includes "pandemics affecting Houston or preventing use and occupancy of the [George R. Brown Convention Center]; and orders materially and substantially restricting the size of gatherings at the facility".

Houston has experienced a significant increase in confirmed COVID-19 cases since Memorial Day Weekend, straining the availability of healthcare resources, and there is no indication that the current crisis will slow or reverse course in the coming weeks. We are also aware of powerful statements made by the Texas Medical Association, Greater Houston Partnership, and Houston First Corporation Chairman David Minchberg urging the Republican Party of Texas to consider the inherent risks of holding an in-person function expected to draw an estimated 6,000 participants, given current conditions in Harris County.

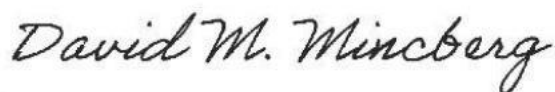
Dr. David Persse, in a July 7, 2020 letter to City of Houston Mayor Sylvester Turner and Houston First Corporation President & CEO Brenda Bazan, a copy of which is attached for your reference, makes clear factually that Houston is facing a frightening and unparalleled escalation of COVID-19 cases and that a large July event at the George R.

Brown Convention Center represents a “clear and present danger to the health and well-being of convention attendees, workers, local hotel and restaurant owners and Houstonians”. Equally alarming, emerging scientific evidence reported to the World Health Organization indicates that airborne transmission of the virus may be a significant factor in the pandemic (See <https://www.nytimes.com/2020/07/04/health/239-experts-with-one-big-claim-the-coronavirus-is-airborne.html>).

The COVID-19 outbreak, its consequences, and efforts by governmental authorities and public health officials to control the spread of the disease based on the best scientific evidence available have negatively affected our ability to host the 2020 Texas Republican Convention at the George R. Brown Convention Center. The foregoing events constitute, individually and in the aggregate, a condition of force majeure under the terms of our agreement with the Republican Party of Texas, thereby allowing Houston First Corporation the right to terminate and excusing our performance under the terms of the agreement.

Thank you for your understanding during this difficult period and due regard for the health, safety and welfare of your attendees and our community.

Sincerely,



David M. Minckberg
Chair of the Board of Directors



Brenda W. Bazan
President & CEO



CITY OF HOUSTON

Health and Fire Departments

Sylvester Turner

Mayor

David Persse, MD
Public Health Authority &
EMS Director
1801 Smith St., 8th floor
Houston, Texas 77002

T. 832-394-6819
F. 832-394-6885
www.houstontx.gov

July 7, 2020

Sylvester Turner
Mayor

Brenda Bazan
President and CEO
Houston First Corporation

Dear Mayor Turner and Ms. Bazan:

I write to confirm that Houston is confronting an unparalleled and frightening escalation in the spread of the COVID-19 virus. Our metropolitan area in general – and Houston in particular – are now among the national epicenters of current COVID-19 outbreaks. The daily chart of COVID-19 hospital admissions in Harris County has been a very steep line upward for the past five weeks. The Houston area has experienced a sharp rise in COVID-19 cases since Memorial Day. Now, COVID-19 infections are three times greater than they were at the peak experienced earlier this spring. Houston is now among the national epicenters of current COVID-19 outbreaks and today Texas Medical Center hospitals enacted their Phase II plans to expand intensive care unit capacity.

To further evidence the crisis, recently, Governor Abbott issued Executive Order GA-29 on July 2 ordering the use of face masks in public to help slow the spread of COVID-19 as new infections and hospitalizations are surging, and preventable deaths continue to mount. This comes after the Executive Order GA-29 on June 26 to close bars, halt further reopening and delay elective surgeries in eight of the state's hardest hit counties. Harris County upgraded its threat level indicator to a *Level 1: Stay Home* on June 26. Level one signifies a severe and uncontrolled level of COVID-19 in Harris County, meaning outbreaks are present and worsening and that testing, and contact tracing capacity is strained or exceeded. At this level, residents are advised take action to minimize contacts with others wherever possible and avoid leaving home except for the most essential needs like going to the grocery store for food and medicine. World class epidemiologists opine and have evidence to support that the rate of infected persons is increasing exponentially. Just today, Dr. Tedros Adhanom Ghebreyesus,

Council Members: Amy Peck Jerry Davis Abbie Kamin Carolyn Evans-Shabazz Dave Martin Tiffany Thomas Greg Travis Karla Cisneros
Robert Gallegos Edward Pollard Martha Castex-Tatum Mike Knox David Robinson Michael Kubosh Letitia Plummer Sallie Alcorn
Controller: Chris Brown

Director General of the World Health Organization (WHO) described the situation as, "...accelerating, and we have clearly not reached the peak of the pandemic." Furthermore, the WHO has been petitioned by over 200 scientists to consider changing the classification of the SARS CoV-2 virus transmission from droplet to aerosol. Benedetta Allegranzi, the WHO's technical lead for infection prevention and control, today said there was evidence emerging of airborne transmission of the coronavirus, *"The possibility of airborne transmission in public settings - especially in very specific conditions, crowded, closed, poorly ventilated settings that have been described, cannot be ruled out."* Aerosol transmission in a large indoor gathering can be expected to be considered a "super spreader" event.

Currently, due to the spike in COVID-19 cases, accompanied by a steady rise in hospitalizations since the lifting of the restrictions intended to contain the virus, the risk of COVID-19 spreading at a large in-person gathering in Houston is high. A convention attended by thousands of people will be within the Highest Risk Event Category as it will be difficult (more likely impossible) to maintain social distancing and appropriate hygiene practices at a convention facility over multiple days attended by people from distant locations.

The planned use of the George R. Brown for convention activities over the next month is a clear and present danger to the health and well-being of convention attendees, workers, local hotel and restaurant owners and Houstonians because of the surging pandemic.

A handwritten signature in black ink, appearing to read "David Persse MD", with a horizontal line extending from the end of the signature.

David Persse, MD