

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES
WITH ARSENAL**

This Agreement shall recite the contractual terms whereby the City of Round Rock engages Arsenal to perform, by way of illustration and not limitation, the following:

Development and provision of a package of professional services focusing on strategic and creative services relating to the City of Round Rock and its brand "The Sports Capital of Texas" including the following key areas of communications support: (i) overall proactive strategic planning and development, including branding and grand opening marketing for the Round Rock Sports Center; (ii) creative development, execution and production of materials, including print and online marketing, to continue strengthening the overall "Sports Capital of Texas" brand (iii) media planning and placement as directed by City, and (iv) a major update to the Round Rock Visitors Guide in both print and downloadable electronic versions.

This Agreement (hereinafter referred to as the "Agreement") is made by and between the City of Round Rock, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as the "City") and Arsenal, whose offices are located at 610 Brazos, Suite 500, Austin, Texas 78701 (hereinafter referred to as the "Consultant").

RECITALS:

WHEREAS, City has determined that there is a need for the delineated services; and

WHEREAS, City desires to contract for such professional services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 EFFECTIVE DATE, DURATION, AND TERM

This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

The initial term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved, but in no event later than the end of City's fiscal year ending September 30, 2014.

At City's option, this Agreement may be renewed for four additional twelve (12) month periods from the expiration date of the initial term, only upon the express written agreement of both parties and only provided Consultant has performed each and every contractual obligation specified in this Agreement.

City reserves the right to review the Agreement and contractual relationship at any time, and may elect to terminate same with or without cause or may elect to continue.

1.02 CONTRACT AMOUNT; AND SCOPE OF SERVICES DELINEATION

In consideration for the professional services to be performed by Consultant, City agrees to pay Consultant a total sum not to exceed Two Hundred Six Thousand and No/100 Dollars (\$206,000.00) in payment for services and the Scope of Services deliverables as delineated hereafter:

For purposes of this Agreement, Consultant has issued its Scope of Services. Such Scope of Services is attached as Exhibit "A" and incorporated herein for all purposes. This Agreement, including all exhibits, shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Consultant shall satisfactorily provide all services described under the attached Scope of Services within the contract term specified in Section 1.01. Consultant's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform its services in accordance with this Agreement, in accordance with any appended exhibits, in accordance with due care, and in accordance with prevailing consulting industry standards for comparable services.

1.03 PAYMENT FOR SERVICES; SUPPLEMENTAL AGREEMENTS

Payment for Reimbursable Expenses: There shall be no payment for reimbursable expenses in this Agreement.

Not-to-Exceed Total: Unless subsequently changed by additional Supplemental Agreement to this Agreement, duly authorized by City Council or City Manager action, Consultant's total compensation hereunder shall not exceed \$206,000.00. This amount represents the absolute limit of City's liability to Consultant hereunder unless same shall be changed by additional Supplemental Agreement, and City shall pay, strictly within the confines of the not-to-exceed sum recited herein, Consultant's professional fees for work done on behalf of City.

Deductions: No deductions shall be made for Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to Consultant.

Additions: No additions shall be made to Consultant's compensation based upon claims, whether paid by City or denied.

Supplemental Agreements: The terms of this Agreement may be modified by written Supplemental Agreement, duly authorized by City Council or City Manager action, if City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution by both parties of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

1.04 TERMS OF PAYMENT

Invoices: To receive payment, Consultant shall prepare and submit a series of monthly detailed invoices to City for services rendered. Each invoice for professional services shall detail the services performed, along with documentation. All payments to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by City.

Should additional backup material be requested by City, Consultant shall comply promptly. In this regard, should City determine it necessary, Consultant shall make all records and books relating to this Agreement available to City for inspection and auditing purposes.

If City has any dispute with work performed, then City shall notify Consultant within thirty (30) days after receipt of invoice. In the event of any dispute regarding the work performed, then and in that event, Consultant shall either (a) satisfactorily re-perform the disputed services or (b) provide City with an appropriate credit.

Payment of Invoices: City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of invoices, City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 1.08 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and City or because of amounts which City has a right to withhold under this Agreement or state law. City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

Offsets: City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City from Consultant, regardless of

whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

1.05 REQUIRED REPORTS

Consultant agrees to provide City with any necessary detailed final written reports, together with all information gathered and materials developed during the course of the project. Additionally, Consultant agrees to provide City with any necessary oral presentations of such detailed final written reports, at City's designation and at no additional cost to City.

1.06 LIMITATION TO SCOPE OF WORK

Consultant and City agree that the scope of services to be performed is generally enumerated in Exhibit "A." Notwithstanding anything herein to the contrary, the parties agree that City retains absolute discretion and authority for all funding decisions, such decisions to be based solely on criteria accepted by City which may be influenced by but not be dependent on Consultant's work.

1.07 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Consultant a written notice of termination at the end of its then current fiscal year.

1.08 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to be made by City to Consultant will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed or the date City receives a correct invoice for the goods or services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- (1) There is a bona fide dispute between City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or
- (2) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late;

- (3) The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- (4) The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

1.09 TERMINATION

This Agreement may be terminated for any of the following conditions:

- (1) By City for reasons of its own, with or without cause, and not subject to the mutual consent of any other party, such written termination notice to be given to the other party not less than thirty (30) days prior to termination.
- (2) By mutual agreement and consent of the parties, such agreement to be in writing.
- (3) By either party for failure by the other party to perform the services set forth herein in a satisfactory manner, such termination notice to be given in writing to the other party.
- (4) By either party for failure by the other party to fulfill its obligations herein.
- (5) By satisfactory completion of all services and obligations described herein.

Should City terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Consultant. City shall pay Consultant for all uncontested services performed to date of notice of termination.

If either party defaults in performance of this Agreement or if City terminates this Agreement for default on the part of the other party, then City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to City, the cost to City of employing another firm to complete the useable work, and other factors will affect the value to City of the work performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as set forth above shall extinguish all rights, duties, and obligations of City and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to cancellation.

1.10 INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor, and is not City's employee. Consultant's employees or subcontractors are not City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which services required by this Agreement will be performed.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of City.

1.11 NON-SOLICITATION

All parties hereto agree that they shall not directly or indirectly solicit for employment, employ, or otherwise retain staff of the other during the term of this Agreement.

1.12 CONFIDENTIALITY; AND MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. All parties agree to hold all confidential information in the strictest confidence and not make any use thereof other than for the performance of this Agreement. Notwithstanding the foregoing, the parties recognize and understand that City is subject to the Texas Public Information Act and its duties run in accordance therewith.

Any and all materials created and developed by Consultant in connection with services performed under this Agreement, including all trademark and copyright rights, shall be the sole property of City at the expiration of this Agreement.

1.13 WARRANTIES

Consultant warrants that all services performed hereunder shall be performed consistent with generally prevailing professional or industry standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this warranty.

1.14 INDEMNIFICATION

Consultant agrees to hold harmless, exempt, and indemnify City, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys fees and all other costs and fees incident to any work done as a result hereof.

To the extent allowable by law, City agrees to hold harmless, exempt, and indemnify Consultant, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys fees and all other costs and fees incident to any work done as a result hereof.

In no event shall either party be liable to the other for special or consequential damages, statutory or otherwise.

1.15 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties hereunder without the other's prior written approval.

1.16 LOCAL, STATE AND FEDERAL TAXES

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, City shall provide Consultant with a certificate from the Texas State Comptroller indicating that City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

1.17 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

Consultant, its consultants, agents, employees and subcontractors shall comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, copyrights, and the like required in the performance of the services contracted for herein, and same shall belong solely to City at the expiration of the term of this Agreement.

1.18 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required hereunder.

1.19 DESIGNATION OF CITY REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Nancy Yawn, Director
Convention and Visitors Bureau
231 East Main Street, Suite 150
Round Rock, Texas 78664
Telephone: 512-218-7094
Facsimile: 512-341-3153
Email: nyawn@roundrocktexas.gov

1.20 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (1) When delivered personally to recipient's address as stated herein; or
- (2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Consultant:

Arsenal
610 Brazos, Suite 500
Austin, TX 78701

Notice to City:

City of Round Rock
City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

City Attorney's Office
Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of City and Consultant.

1.21 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

1.22 EXCLUSIVE AGREEMENT

The terms and conditions of this Agreement, including any appended exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

1.23 DISPUTE RESOLUTION

City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

1.24 ATTORNEYS FEES

In the event that any lawsuit is brought by one party against any of the other parties in connection with this Agreement, the prevailing party shall be entitled to seek to recover its reasonable costs and reasonable attorney fees.

1.25 FORCE MAJEURE

Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Consultant shall not be deemed to be in default of its obligations to City if its failure to perform or its substantial delay in performance is due to City's failure to timely provide requested information, data, documentation, or other material necessary for Consultant to perform its obligations hereunder.

1.26 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

1.27 STANDARD OF CARE

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner according to generally accepted business attraction practices.

1.28 GENERAL AND MISCELLANEOUS

The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

The failure of a party to exercise any right hereunder shall not operate as a waiver of said party's right to exercise such right or any other right in the future.

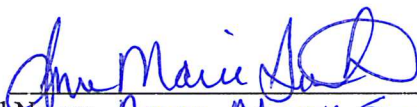
Time is of the essence to this Agreement. Consultant understands and agrees that any failure of Consultant to complete the services due under this Agreement within the agreed term as delineated in Section 1.01 herein will constitute a material breach of this Agreement.

City agrees to provide Consultant with one (1) fully executed original of this Agreement.

This Agreement may be executed in multiple counterparts, which taken together shall be considered as one original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

ARSENAL

By: 
Printed Name: Anne Marie Smith
Title: Member of Shaw Smith LLC, GP for Arsenal LP
Date Signed: 7/26/13
CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor
Date Signed: _____

FOR CITY, ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

Arsenal

Scope of Services

2013/2014

Overall

Thank you for the opportunity to work with the City of Round Rock. Our work for the last year has included several creative projects in anticipation of the new Round Rock Sports Center. We've created a new logo for the Sports Center and shared our strategic thinking about naming. We produced creative materials for the groundbreaking ceremony, presented designs for the Sports Center website, and in the works now is a new advertising campaign to introduce the Sports Center. Our work throughout the year has also included our ongoing marketing of the Sports Capital of Texas brand.

Looking ahead to the new year, we will continue to tell the overall story of the Sports Capital of Texas, while helping to introduce the new Sports Center in a strategic and high profile way.

As your full-service advertising agency, our professional services starting October 1, 2013 through September 30, 2014 will focus on three key areas of communications support:

1. Branding and Grand Opening marketing for the Round Rock Sports Center
2. Print and online marketing to continue strengthening the overall Sports Capital of Texas brand
3. A major update to the Round Rock Visitors Guide

1. Branding and Grand Opening Marketing for the Round Rock Sports Center

We're in the process of launching the facility's website and will continue to update it as new information becomes available. For example, our plan includes collaborating on a virtual tour of the facility to help attract bookings. We will also produce a grand opening party. One of our priorities for this year is to develop an archive of photography that can be used across all channels for marketing the Sports Center including print and online. We will develop the facility's spec sheet and marketing brochure to be used in sales kits for bookings.

2. Print and Online Marketing for the Sports Capital of Texas

We will continue to differentiate the City's offerings with this audience by promoting the new Sports Center, and by creating ads that are unlike anything they see from other CVB's. Because of the new indoor facility our advertising will be able to reach all-new audiences interested in indoor sports such as basketball, cheer, badminton, martial arts, fencing and many others. Our creative executions will highlight the energy and excitement of Round Rock while featuring the City's single-minded commitment to being the best tournament destination anywhere, one that has a strong heart for sports, with the facilities, amenities and resources our audiences want and need. Our media buy will target tournament event planners and rights holders. As we have in the past, we will continue to negotiate for the very best ad placements with all of our trade media. We will also continue to evolve the website so it stays current, fresh and interesting.

3. Major Update to the Round Rock Visitors Guide

The Visitors Guide is one of the most highly used marketing tools for tourism and is often the hands of visitors to Round Rock. It's been at least two years since the last refresh for the Round Rock Visitors Guide, and it's time for a major update to its look and feel so we can give visitors a fresh look at what Round Rock has to offer. The update will include both a print and downloadable electronic version.

EXHIBIT "A"

WORK MADE FOR HIRE AGREEMENT WITH ARSENAL

This Agreement is made on the _____ day of the month of _____, 2013, by and between **ARSENAL**, and any of its authors and/or artists (hereinafter referred to as "Author/Artist," and if there is more than one author/artist affiliated with the entity, then the entity and all of them collectively) and the **CITY OF ROUND ROCK, TEXAS** (hereinafter referred to as the "City").

This Agreement is made simultaneous to an agreement entitled "City of Round Rock Agreement for Professional Consulting Services with Arsenal," and encompasses the subject matter contracted for thereunder.

AUTHOR/ARTIST AND CITY HEREBY AGREE THAT:

1. Title and Copyright Assignment

(a) Author/Artist and City intend this to be a contract for services and each considers the products and results of the services to be rendered by Author/Artist hereunder (the "Work") to be a work made for hire. Author/Artist acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City.

(b) If for any reason the Work would not be considered a work made for hire under applicable law, Author/Artist does hereby sell, assign, and transfer to City, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

(c) If the Work is one to which the provisions of 17 U.S.C.106A apply, Author/Artist hereby waives and appoints City to assert on Author/Artist's behalf the Author/Artist's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, drawings or other visual reproductions or the Work, in any medium, excepting photographs, for City's purposes.

(d) Author/Artist agrees to execute all papers and to perform such other proper acts as City may deem necessary to secure for City or its designee the rights herein assigned.

2. Delivery of the Work

(a) Author/Artist will deliver to City on or before any contractually-obligated date the completed Work (with all illustrations, charts, graphs, graphics, and other material, including supplements, handouts, reference lists, indexes, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to City.

(b) If Author/Artist fails to deliver the Work on time, City will have the right to terminate this agreement and the referenced simultaneous agreement and to recover from Author/Artist any sums advanced in connection with the Work. Upon such termination, Author/Artist may not have the Work published or used in any form elsewhere until such advances have been repaid.

3. Quoted Material

With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. Author/Artist will obtain such consents at his/her/its own expense after consultation with City and will file them with City at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of Author/Artist.

4. Author/Artist's Warranty

Author/Artist warrants that he/she/it is the sole owner of the Work and has full power and authority to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. Author/Artist will defend, indemnify, and hold harmless City and/or its licensees against all claims, suits, costs, damages, and expenses that City and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, City may withhold any sums due Author/Artist under the referenced simultaneous agreement.

5. Consideration

In consideration for delivery of the Work in accordance with the provisions of the referenced simultaneous agreement, City shall pay Author/Artist as indicated therein.

6. Revisions

Author/Artist shall, at the request of City, revise the Work at one year intervals during the term of the referenced simultaneous agreement.

7. Term and Termination

(a) This agreement shall remain in effect for the same length of time as the referenced simultaneous agreement unless terminated earlier in accordance with this Section 7.

(b) In the event that either party shall be in default of its material obligations under this agreement or the referenced simultaneous agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the agreements shall terminate upon expiration of the thirty (30) day period.

(c) Upon the expiration of the term of this agreement and the referenced simultaneous agreement, the parties may agree to renew those agreements for additional terms, only as allowed by the terms of the referenced simultaneous agreement, upon the same terms and conditions as set forth.

8. Options/Contracts with Third Parties

Nothing contained in Section 7 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of City in the income resulting from such agreements.

9. Amendments

The written provisions contained in this agreement, taken together inextricably with the referenced simultaneous agreement, constitute the sole and entire agreement made between Author/Artist and City concerning this Work, and any amendments to same shall not be valid unless made in writing and signed by both parties.

10. Construction, Binding Effect, Venue, and Assignment

This agreement shall be construed and interpreted according to the laws of the State of Texas and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and venue shall lie exclusively in Williamson County, Texas; and references to Author/Artist and to City shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date indicated below.

[SIGNATURE PAGE FOLLOWS]

CITY OF ROUND ROCK, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

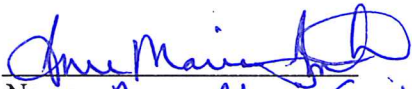
FOR CITY, ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

ARSENAL

By: 
Printed Name: Anne Marie Smith
Title: Member of Shaw Smith LLC, GP for Arsenal LP
Date: 7/26/13