

City of Pompano Beach

LICENSE AGREEMENT No. 1800

with

AEG Presents SE, LLC

INDEX OF EXHIBITS

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THIS LICENSE AGREEMENT (“Agreement”), entered into on _____, by and between:

CITY OF POMPANO BEACH, a municipal corporation located in Broward County, Florida (hereinafter “CITY”),

and

AEG Presents SE, LLC, a Delaware corporation authorized to do business in the State of Florida, having its office and place of business at 1800 Australian Ave. South, Suite 201, West Palm Beach, FL, 33407 (hereinafter “LICENSEE”).

WHEREAS, LICENSEE desires to utilize the City’s Amphitheater, 1801 NE 6th Street, Pompano Beach, FL 33060, and/or a designated area of its adjacent Community Park (the “Amphitheater”) to operate the venue and conduct events (collectively the “Program” described in Exhibit A, Scope of Authorization);

WHEREAS, CITY has determined that entering into this Agreement with LICENSEE to provide event programming at the Amphitheater is in the best interest of the public; and

WHEREAS, CITY and LICENSEE desire to enter into this Agreement setting forth the parties’ mutual understandings and undertakings.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, CITY and LICENSEE agree as follows.

ARTICLE 1

GRANT OF RIGHTS/REPRESENTATIONS

Incorporation by Reference. All Whereas clauses stated above are true and correct and are incorporated herein by reference. The Exhibits, “Exhibit A Scope of Authorization”, “Exhibit B Insurance”, “Exhibit C Accounting and Recordkeeping Procedures”, “Exhibit D Area Map”, “Exhibit E Event Sheet”, “Exhibit F Local Vendor Usage Report”, attached hereto are also incorporated into and made a part of this Agreement.

A. GRANT OF RIGHTS: Except for use by the City itself, City hereby grants to LICENSEE the sole and exclusive right to book, produce, promote and present during the Term on dates specifically designated, (“Program”) at the Pompano Beach Amphitheater all live music concerts ("Event(s)"). LICENSEE may, at its option, co-promote Events with third parties or license the premises to third party promoters. For the avoidance of doubt, during the Term, City shall have no right to permit any person or entity other than LICENSEE (or the City itself) to book,

produce, promote or present live music concerts at the venue without Licensee's prior written approval, which shall not be unreasonably denied but with the understanding that protecting market share and the exclusive nature of this Agreement shall not be unreasonable reasons to deny such approval. Notwithstanding the exclusivity granted to LICENSEE herein, City shall also have the right to use the Amphitheater for use for any non-ticketed, private, charitable or municipal events and ticketed charitable or municipal events featuring live music provided that City does not use a third party promoter or booking agent (but not including any third party event production company) in connection with such events ("City Event"), unless LICENSEE is first provided an opportunity to produce or co-produce the event, at its option.

B. *Representations of CITY.* CITY makes the following representations to LICENSEE, which CITY acknowledges LICENSEE has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information supplied by CITY or by others authorized by the CITY's Recreation Program Administrator.

4. That the Amphitheater is in good working order and is fit for use as anticipated herein. That there are no known hazards or dangerous conditions that would affect its use as a place for public gatherings.

C. *Representations of LICENSEE.* LICENSEE makes the following representations to CITY, which CITY relies upon in entering into this Agreement.

1. LICENSEE is a limited liability company duly organized, existing and in good standing under the laws of the State of Delaware and authorized to do business in the state of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSEE to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

3. The individual executing this Agreement and related documents on behalf of LICENSEE is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting LICENSEE or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. CITY shall be entitled to rely upon the professional administrative, management and interpersonal skills of LICENSEE or others authorized by LICENSEE under this Agreement.

7. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its activities in a professional, reputable manner.

8. LICENSEE agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement.

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

A. This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from CITY. However, the non-assignable nature of this Agreement does not prevent Licensee entering into agreements with third parties for their use of the Amphitheater for live entertainment events.

B. Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval shall result in CITY's immediate cancellation of this Agreement. Specifically, no formal assignment of any right or obligation under this Agreement shall be binding on CITY without the formal written approval of the City Commission of Pompano Beach.

C. This Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of LICENSEE's insolvency or bankruptcy, CITY may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

D. Nothing herein shall be construed to create any personal liability on the part of CITY, its agents, officers or employees nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

**ARTICLE 3
TERM AND RENEWAL**

The term of this Agreement is for three (3) years and shall commence as of _____, 2022 (Term”).

This agreement is not subject to renewal.

**ARTICLE 4
INSURANCE**

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit B and shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the CITY’s Risk Manager, which approval shall not be unreasonably withheld.

CITY shall maintain Amphitheater Insurance against loss or damage to the Amphitheater resulting from all risks and perils including tornado and fire. Such insurance shall be maintained in an amount not less than the then full replacement cost of the Amphitheater, and all fixtures therein, including the cost of any LICENSEE’s constructed improvements and betterments.

**ARTICLE 5
PUBLIC RECORDS PROCEDURES**

Public Records.

1. The CITY of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida’s Public Records Law, as amended. Specifically, the LICENSEE shall:

a. Keep and maintain the public records for the retention time period required by the State of Florida required by the CITY in order to perform the service

b. Upon request from the CITY’s custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the CITY.

d. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the LICENSEE, or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY

upon completion of the Agreement, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

2. Failure of the LICENSEE to provide the above described public records to the CITY within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

ARTICLE 6 RECORDKEEPING, INSPECTION AND AUDIT

LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit C.

ARTICLE 7 RESPONSIBILITIES OF LICENSEE

A. LICENSEE shall organize and conduct the Program described in Exhibit A consistent with CITY policies which specifically require that LICENSEE at all times perform its obligations hereunder in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated.

LICENSEE agrees to follow the policies of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise reasonable judgment in discharging its duties hereunder. LICENSEE understands and agrees that LICENSEE shall plan, administer, pay for

and coordinate all aspects of the Program, including, but not limited to, all required staffing, tools and materials.

B. *LICENSEE's Responsibility for Damage or Loss of CITY Property.* If the Amphitheater or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item located thereon, including the grass or asphalt, shall be destroyed, damaged, marred, altered, or physically changed during an Event (specifically excluding City Events) in any manner whatsoever, Licensee shall be responsible for the repair thereof and if such repair is not made within 2 weeks of notice thereof from City to Licensee, then CITY will take the necessary remedial action to cause such repair or replacement to occur and LICENSEE shall pay CITY for any such expenditures within two (2) weeks after receipt of CITY's written invoice for same.

C. *LICENSEE Responsible for all Contracts.* LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the Program. All contracts shall be negotiated by LICENSEE and secured at LICENSEE's sole expense. CITY shall not be named as a party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Program.

D. *Required Licenses, Permits and Authorizations.* LICENSEE, at its sole expense, shall obtain all required federal, state, local and other governmental approvals, as well as all necessary private authorizations and permits required attendant to LICENSEE's performance hereunder and provide CITY a copy of same a minimum of three (3) business days prior to set up of the Program on the Amphitheater. Ignorance on LICENSEE's part of any applicable laws, regulations or required authorizations shall not relieve LICENSEE from this responsibility.

LICENSEE represents and warrants that prior to the start of the Program, LICENSEE shall have secured all necessary licenses for conducting the Program. LICENSEE shall be responsible for any fees or dues for said licenses, and shall ensure that all payments are made directly and appropriately to the licensing organizations. CITY shall have no responsibilities to any licensing organization for the conduct of the Program.

If applicable LICENSEE shall provide sanitary and food facilities in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Broward County Health Department. If LICENSEE is unable to obtain all necessary licenses, permits or other authorizations in a timely manner, either party may elect to terminate this Agreement.

E. *Compliance With all Laws.* In the conduct of its activities under this License Agreement, LICENSEE shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on LICENSEE's part of any applicable laws and regulations shall in no way relieve LICENSEE from this responsibility. Notwithstanding the above, the parties recognize that any ADA compliance issues with respect to the physical structure of the building, shall only be the responsibility of LICENSEE to the extent of any changes made thereto by LICENSEE.

F. *Emergency Access.* LICENSEE agrees to provide any and all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the activities. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition on the Amphitheater which may be dangerous, upon being notified, LICENSEE shall immediately correct such condition or cease operations so as not to endanger persons or property.

G. LICENSEE, its subcontractors, vendor and other agents shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against their provision of goods and services under this Agreement. Proof of such sales tax payments shall be submitted to the CITY's Recreation Program Administrator upon request.

H. LICENSEE is responsible for hiring and managing its own staff, subcontractor and other agents, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed agents or employees of the CITY. At its sole discretion, and upon request by LICENSEE, the CITY reserves the right to approve LICENSEE's hiring of staff under eighteen (18) years old. LICENSEE shall be responsible for any and all work authorization(s) for its staff under eighteen (18).

I. LICENSEE shall be solely responsible for compensating its employees, representative and other agents and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons, including, but not limited to, provision of workers' compensation insurance and any other benefits required by law.

J. LICENSEE shall be responsible to ensure that all its employees, staff or other agents are suitable for employment in a municipal facility in terms of general character, knowledge, ability, manner and conduct.

K. LICENSEE shall maintain, and be required to verify, that it operates a "Drug Free Workplace" as set forth in § 287.087, Florida Statutes.

L. LICENSEE shall not allow any part thereof to be used for any immoral or illegal purposes, nor allow, suffer or permit the Amphitheater to be used for any unlawful purpose, business, activity, use or function to which the CITY objects, including gambling.

M. LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep the PROPERTY in good and safe condition.

N. LICENSEE shall promptly respond to concerns raised by Program patrons and the CITY's agents hereunder and timely take appropriate action as warranted by the circumstances.

O. LICENSEE is responsible for the payment of any fees, taxes or levies imposed as a direct result of. LICENSEE's use of the Amphitheater Licensee shall take out and keep current all licenses and permits, municipal, state or federal required for the conduct of the

duties under the Agreement, and further shall not permit any of said taxes, license fees to become delinquent. However, if property taxes are imposed due to the existence of this Agreement, Licensee shall not be responsible for the payment of such taxes.

P. LICENSEE shall verify that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Q. CITY may, in its sole discretion and at its sole cost, perform a background check on any employee or other agent of LICENSEE hereunder. CITY, in its sole discretion, reserves the right to refuse to permit any employee or agent of LICENSEE, or any of its employees, volunteers, or other agents to provide services under this Agreement.

R. By entering into this Agreement, the LICENSEE becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the LICENSEE, the LICENSEE may not be awarded a public contract for a period of 1 year after the date of termination.

S. LICENSEE shall timely provide notice in writing to the CITY's designated parties in ARTICLE 14 of this Agreement, of all persons or groups it intends to book for performance at The Amphitheater. CITY shall have four (4) business days from receipt of same to deny in writing any such performance should it determine for any reason that the proposed entertainment is not in accordance with its programming goals for said facility. If there is no response from the City within four (4) business days, the event will be presumed approved. CITY and LICENSEE may both agree to modify this procedure for any given proposed performance should an opportunity for a booking arise requiring a shorter time period for approval. CITY shall not reject more than two (2) proposed events per year for each year that this Agreement is in effect.

ARTICLE 8 RESPONSIBILITIES OF CITY

A. CITY is responsible to maintain the structure of the Amphitheater and perform any required capital improvements for general use of the facility, but not modification for any specific events unless agreed to by CITY.

B. In case of damage to or destruction of the Amphitheater or any part thereof, LICENSEE shall promptly give written notice to CITY, and CITY shall, at its sole cost and expense, restore, repair, replace, rebuild or alter the same as nearly as possible to their condition and character immediately prior to such damage or destruction. Such restoration, repairs, replacements, rebuilding and/or alterations (collectively, "Restoration") shall be commenced within one hundred twenty (120) days from the date of the occurrence of such damage or destruction, which time shall be extended by a time commensurate with any delays due to Force Majeure and/or delays due to adjustment of insurance, preparation of plans and specifications and any required zoning variance application. The Term of this Agreement shall be extended by the amount of time that the Amphitheater is non-operational due to any such damage or destruction and during any period all rights and obligations of both parties, including without limitation, the obligation to pay rent, shall be suspended.

Notwithstanding any contrary provision, (a) if the cost of the Restoration of the Amphitheater shall exceed the insurance proceeds available to CITY or (b) if CITY is not otherwise authorized to effect the Restoration of the Amphitheater, then upon written notice to LICENSEE within thirty (30) days following the date of CITY learning of that it will not be permitted to effect the Restoration of the Amphitheater, this Agreement shall be considered terminated by its terms. In the event of such termination, the Agreement shall be terminated effective thirty (30) days following the date of CITY's termination notice. In such event, CITY shall be obligated to pay LICENSEE the Termination Fee on the same basis as described in Article 26 Termination.

C. Subject to Exhibit "A" Section I, City shall be responsible for all customary ordinary and routine maintenance of the Amphitheater necessary to keep and maintain the Amphitheater and surrounding areas in a condition consistent with past practices and suitable for its intended use.

ARTICLE 9 MISCELLANEOUS TERMS AND CONDITIONS

A. *Articles Left on Premises.* LICENSEE understands and agrees that the CITY shall not in any way be responsible for any personal property of patrons of the Program or LICENSEE, its sub-contractors or other agents left on the Amphitheater and that LICENSEE bears any and all risk of loss. Any article(s) remaining on the Amphitheater at the conclusion of the Program shall become the property of the CITY.

B. *CITY's Right to Make Improvements, Modify the Amphitheater and the Number and Manner of Streets Closures.* Throughout the term of this license and notwithstanding any other term or condition herein, the CITY reserves the right to propose improvements to the Amphitheater to LICENSEE. LICENSEE shall have ten business days to either provide approval or request a meeting to discuss the proposed improvement. CITY will make efforts to work with LICENSEE and attain LICENSEE's approval to any improvement, however, CITY retains the right and obligation to make an improvement, and/or modify the Amphitheater if it is deemed by the CITY Commission to be in the best interest of the CITY and its residents.

C. *Incorporation by Reference.* All Whereas clauses stated above are true and correct and are incorporated herein by reference. The Exhibits attached hereto are also incorporated into and made a part of this Agreement.

ARTICLE 10 INDEMNIFICATION OF CITY

A. LICENSEE shall at all times indemnify, hold harmless and defend the CITY its officials, officers, its authorized agents and employees hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly or in connection with this agreement and with LICENSEE's officers, staff or other agents' actions, negligence or misconduct under this Agreement whether same occurs or the cause arises on or away from the Amphitheater except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or Amphitheater arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY under this Agreement.

B. The parties agree that the value of services provided by CITY under this Agreement and the benefits received by LICENSEE under same shall constitute specific consideration by LICENSEE for the indemnification to be provided herein. LICENSEE acknowledges and agrees that neither party would enter into this Agreement without this indemnification of CITY by LICENSEE. The parties agree that one percent (1%) of the total compensation paid to LICENSEE for the work of the Agreement shall constitute specific consideration to LICENSEE for the indemnification to be provided under the Agreement.

C. LICENSEE shall be solely responsible for insuring all stock, inventory, monies or other personal property it brings to and/or leaves at the Amphitheater against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property placed by Licensee at the Property and, with the exception of damages or loss suffered as a result of CITY's negligence,

D. The indemnification provisions of this Article shall survive the expiration or early termination of this Agreement.

ARTICLE 11 USE OF PREMISES

Both CITY and LICENSEE agree that LICENSEE is authorized to utilize the designated city facilities for operation of its Program or Event(s) as described herein. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for LICENSEE's employees, agents or other representatives performing obligations of LICENSEE hereunder. Except as otherwise

provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

**ARTICLE 12
NO DISCRIMINATION**

During the performance of this Agreement, LICENSEE agrees not to discriminate against any person on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability. However, with justifiable cause, LICENSEE maintains the right to refuse patrons or its agents hereunder from participation in the Program.

**ARTICLE 13
PUBLIC ENTITY CRIMES ACT**

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, LICENSEE certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

**ARTICLE 14
NOTICES AND DEMANDS**

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

CITY Manager
P.O. Drawer 1300
Pompano Beach, Florida 33061
greg.harrison@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Program Administrator
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 786-4113 fax

FOR LICENSEE:

John Valentino, Senior Vice President
AEG PRESENTS, LLC
1800 Australian Ave. South, Suite 201
West Palm Beach, FL 33407

**ARTICLE 15
GOVERNING LAW AND VENUE**

A. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

**ARTICLE 16
CONTRACT ADMINISTRATOR**

A. The CITY's Recreation Program Administrator or his written designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

B. John Valentino shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 17
NO CONTINGENT FEE**

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 18
ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

ARTICLE 19
FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder , sabotage, accident , flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Amphitheater for its intended purpose to the benefit of the public , such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

ARTICLE 20
WAIVER AND MODIFICATION

A. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

B. CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

**ARTICLE 21
SEVERABILITY**

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

**ARTICLE 22
APPROVALS**

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall be within two business days or as outlined under Exhibit "A".

**ARTICLE 23
ABSENCE OF CONFLICTS OF INTEREST**

Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder. The City specifically recognizes and agrees that the promotion or production of live entertainment events whether in the City of Pompano beach or the surrounding cities or markets, shall not be considered a conflict of interest.

**ARTICLE 24
BINDING EFFECT**

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

**ARTICLE 25
LICENSE NOT LEASE**

Both parties acknowledge and agree this Agreement shall not be deemed a lease of the Amphitheater but rather a license granted to LICENSEE by CITY to provide the Program activities, including the sale of attendant food, beverages and merchandise, under the conditions and purposes expressed herein and shall not be construed to be a license to engage in any other business upon the licensed premises.

**ARTICLE 26
TERMINATION**

A. *Termination for Cause.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 14 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same.

B. *Emergency Termination.* During any performance event, upon the occurrence of dangerous severe weather or disorderly conduct including , but not limited to, fighting, riot, discharge of firearms, rushing of the stage or unauthorized entry into areas by groups of persons, that present a hazard to the safety of patrons or performers, CITY by and through its Law Enforcement Agency, with the concurrence of the Recreation Program Administrator or his designated Supervisor for the event, may temporarily suspend, or terminate such event and clear the area if no alternative safe options exist at the time. Upon such occurrence, CITY shall bear no liability for any claims for costs including, but not limited to, refund of admittance, nor shall City be liable for breach of this Agreement.

C. *Dispute Resolution.* If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

The default and dispute resolution process described in this Article is non-exclusive and without prejudice to the right of either party to pursue other remedies available at law.

ARTICLE 27 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

ARTICLE 28 CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTY

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the CITY Amphitheater for special group and /or City functions upon reasonable written notice to LICENSEE. All City Events shall be wholly produced and promoted by the City and Licensee shall have no responsibility with respect thereto.

ARTICLE 29 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

ARTICLE 30
ENTIRE AGREEMENT AND INTERPRETATION

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Dated: _____

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"LICENSEE"

Witnesses:

[Signature]
Print Name: Amanda Harlan
[Signature]
Print Name: Lisa Sporn

AEG Presents SE, LLC, a Foreign Limited Liability Company

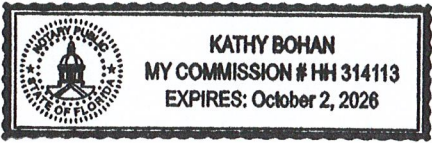
By: [Signature]
John Valentino, Senior Vice President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 30 day of November, 2022 by John Valentino as Senior Vice President of AEG Presents SE, LLC, a Delaware Limited Liability Company authorized to do business in Florida, on behalf of the company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Kathy Bohan
(Name of Acknowledger Typed, Printed or Stamped)
HH 314113
Commission Number

Exhibit "A"

Scope of Authorization

Introduction

The City of Pompano Beach's Amphitheater has throughout the years hosted several marquee shows and events. The Amphitheater has approximately 2,894 fixed seats, a variable number of front row seating and an area for standing room only patrons providing quality entertainment for the citizens of the City of Pompano Beach (City) and the tri-county area.

Objectives

AEG Presents SE LLC (Licensee) shall market the City's Amphitheater. Licensee shall have use of the area depicted under Exhibit D, hereby defined as the Amphitheater. Licensee shall strive to bring top class events to the Amphitheater and the adjacent Community Park. In addition, Licensee shall reach out to the community through outreach programs, local vendor participation, and hiring.

Scope of Work

1. Events and Revenue

A. An Event shall be any form of entertainment which may include but not be limited to, festivals, music, comedy, live events, and performances. Licensee shall not promote more than fifty (50) Events per contract year without written authorization from the City. At its sole discretion, the City reserves the right where there are multiple acts in consecutive days to count it as a single Event. Licensee shall be obligated to promote a minimum of 26 Events during each year of the Term.

B. Licensee shall submit a Public Event Application and Site Plan (Exhibit E) upon execution of this agreement which shall serve as the template for all Events conducted at the Amphitheater by Licensee. Licensee shall be required to provide a new Public Event Application for each event where details substantially deviate from the template.

C. Licensee shall pay City a rental fee of two thousand five hundred dollars (\$2,500.00) for each Event during the first year, 3,500 during the second year and 4500 during the third year.

D. Licensee shall be solely responsible for any performances at each Event, including arranging for such performances, contracting with, and paying all amounts owed to such performers in connection with their performance at each event. Licensee shall also be solely responsible for all costs associated with and the coordination of the production of any performances at each event. Licensee hereby represents and warrants that it has, or shall have, a valid and enforceable contract with the performers of each event.

E. Licensee shall work closely with City with the scheduling of all Events. All potential Events, schedule and details shall be communicated to City with at least thirty (30) calendar days' notice prior to the Event date whenever possible. City reserves the right to refuse any Event, with no penalty or remedy, that Licensee does not provide sufficient notice. Licensee shall provide, at least weekly, ticket sale counts for all Events, to City. All scheduling of Events shall be confirmed through written communication, such as emails or dedicated software. If Licensee, due to time constraints, requires a verbal confirmation from City to confirm an Event, and such a confirmation is given, at the earliest opportunity such confirmation shall be memorialized in writing. Licensee shall submit all approvals to the City's Parks and Recreation Director or assigned designee(s).

F. Notwithstanding the above, Licensee may request from the City to schedule an Event in short notice for any reason. The City is not liable for any loss of profit or revenue if an approval cannot be provided to Licensee, due to short notice, to allow such an event to take place.

G. As required by the City, Licensee shall provide, proof of insurance for review and approval to the City's Contract Administrator a minimum of forty-five (45) calendar days prior to said event or mutually agreed upon time frame. Licensee shall provide all personnel and equipment needed to provide the work required hereunder in an efficient and safe manner as directed by the Public Event Application. Alternately Licensee may provide a yearly certificate of insurance to be approved by the City's Risk Manager and kept on file for all events conducted during the certificate of insurance's effective dates.

H. Not less than forty-five (45) calendar days prior to the set-up of any event activities that take place outside of the Amphitheater; Licensee shall provide City a preliminary construction schedule (if any) and copy of the traffic flow plan created by the local police which includes detailed information regarding opening and closing times for all streets or lanes and the use of variable message signs. Licensee shall provide a copy of the final Management of Traffic (MOT) Plan created by the local police department for the City's review and written approval no less than thirty (30) calendar days prior to the event. Licensee shall clearly indicate any areas that require a fee for parking that are not within the City's control.

I. Licensee shall provide all personnel required to staff the Amphitheater, including, but not limited to, all box office personnel, parking attendants, food and beverage concessionaire, catering, ticket sellers, ticket takers, ushers, security guards, security, custodians, rest room attendants and such other personnel as Licensee, in its reasonable discretion, shall deem required, together with such additional personnel as City may reasonably request. Said personnel shall be employees, agents, and/or subcontractors of Licensee. Said personnel are not and shall not be considered employees or agents of the City. Licensee shall be responsible for personnel and equipment necessary for clean-up at the Amphitheater prior to and upon completion of all events. Clean-up shall include, but not limited to, removal of all debris, equipment, tables, chairs and any other concert or event-related equipment, however staging structures may remain in place during the

Term In all cases, clean-up from an Event shall be complete within 24 hours after completion of the event. If the clean-up is not completed within twenty-four (24) hours after Event completion, City shall perform the clean-up and then bill Licensee the actual cost of clean-up. Cost shall be calculated by multiplying the wages of City employees utilized, by the hours required to complete clean-up in addition to any other expenses. Wage rates are governed by Ordinance 98.47, and shall be paid within thirty (30) days from the date of City's invoice for same. Further, Licensee is required to have a supervisor present during all "tear-down" and clean-up operations.

J. Licensee shall retain the exclusive right of technical control and crowd management, including controlling access, stairways, elevators and escalators, light levels (provided that the parties will work together to achieve light levels that are mutually acceptable and approved by the Pompano Beach Fire Marshal) and/or the ability to shut off power in the Amphitheater or to remove personnel (including technical personnel) and/or equipment from unauthorized areas. The City will work with Licensee in good faith with respect to any technical control or crowd management issues that may arise during any Event.

K. Licensee shall provide management and programming services hereunder consistent with City policies which require Licensee to perform its obligations under this Agreement in a professional manner at all times, including developing and adhering to written protocols to ensure public resources are properly tracked and appropriated. Licensee agrees to follow the policies and procedures of the City.

L. Licensee shall be responsible for additional security detail if an Event is booked after a conflicting City event is previously scheduled at the Civic Center.

M. If Licensee desires for any Event Merchandise to be sold at the Event, such sales shall be conducted exclusively by Licensee or its subcontractor, at retail prices established by Licensee. In exchange for such services, Licensee shall be entitled to retain all proceeds from the sale of Event Merchandise. Licensee shall use commercially reasonable measures to ensure that no unlawful merchandise is sold, which includes but is not limited to Federal, State, and local laws and regulations as well as the City's Code of Ordinances.

N. City will be responsible for all costs related to Fire Department requirements, Public Works and Parks and Recreation staff. City reserves the right to request Licensee share in such expenses for events that necessitate the City to provide services above and beyond normal reasonable expenses for Amphitheater operations.

O. City will coordinate with Licensee on all future capital improvements that are made to the Amphitheater.

P. For Events of confirmed two thousand (2,000) attendees up to 24 hours before the Event, Licensee shall provide Crowd Pleaser portable restrooms or similar City pre-approved portable restrooms. Licensee shall provide sufficient additional restroom

facilities to accommodate all Event attendees. City reserves the right to request additional facilities if there is demonstrable evidence that additional facilities are required.

2. Community Outreach

A. Licensee shall offer to Pompano Beach residents, a Job Fair for positions that may be available, either through the Licensee or through its Sub-Contractors that may include, but are not limited to, security, ticket takers, ushers, stage hands, concessions and box office personnel.

B. Licensee shall coordinate with Civic Center staff to allow parking to be available to patrons and staff using the Civic Center. Licensee shall not close off both the gated West parking lot and the East parking lot concurrently without written authorization from the City Manager or Designee. The City will work with Licensee to prevent use of the East parking lot by non-patrons of the Civic Center and the Amphitheater. The City will also make available alternate parking to the best of its abilities when deemed necessary by both parties.

3. Marketing and Promotion

A. Licensee shall promote and market the Licensee's Event(s) as to increase the number and quality of events held at the Amphitheater and adjacent Community Park. Promotion of the Amphitheater shall include, but not be limited to, print, internet, social media, and outreach efforts to increase the exposure of the Amphitheater.

The City's internal marketing department will work with Licensee to supplement and expand marketing efforts. City makes no guarantees to a specific value or amount of marketing.

City will work with Licensee in cross promotional marketing to incentivize use of local hotels, and restaurants via the City's Marketing and Tourism departments.

B. All website domains used by Licensee relating to the Work shall be owned by City which agrees to grant Contractor exclusive use of same as necessary for programming and marketing by pointing them to specified servers. If at any time, City, in its sole discretion, determines the content conflicts with the City's best interests, City shall have the right to reassert control over the domain's content. If requested by Licensee, at City's sole discretion and cost, the City may purchase additional domains for Licensee's use, which Licensee shall maintain and operate.

The parties hereby agree that no third party may broadcast or record the performance of the Event without the consent of Licensee. City shall have no responsibility or liability for any broadcasts or recordings including, without limitation, any liability related to any violation of any rights of others related to such broadcasting, except with respect to any claims resulting from the willful misconduct of City or its employees. As between the City and Licensee, Licensee shall be solely responsible for all costs related to any broadcasts

or recordings of the Event, including without limitation, any and all costs associated with any claims asserted by any third party that such broadcast or recording infringes upon such third party's intellectual property or other rights or is in any way defamatory towards or offensive to such third party, except with respect to any claims resulting from the willful misconduct of City or its employees.

4. Safety and Security

A. Licensee is solely responsible for all costs related to security for every Event (specifically excluding City Events) conducted under the term of this Agreement.

B. Licensee shall provide the City an annual safety and security plan. The annual plan shall be reviewed by the Broward County Sheriff's Office and the Pompano Beach Fire Department for approval. The annual plan shall be provided by Licensee no later than 90 days after contract execution. In addition the Licensee shall also coordinate closely with the Broward County Sheriff's Office, Pompano Beach Fire Department, and City representatives to remedy any deficiencies with the annual plan. Furthermore prior to each event Licensee shall submit an event security plan to the Broward County Sheriff's Office and the Pompano Beach Fire Department for approval. Licensee shall make any required changes to the event plan as requested by either the Broward County Sheriff's Office, Pompano Beach Fire Department of the City.

C. Licensee agrees and acknowledges that under no circumstance shall City be liable or responsible for the activities and/or actions of the third party, non-City personnel providing security services that are engaged by Licensee or any representative of Licensee. The costs of such personnel is the responsibility of Licensee unless otherwise explicitly set forth herein.

D. Licensee reserves the right to refuse admission to, eject or cause to be ejected from the Amphitheater , through legally sanctioned means, any reasonably objectionable person or persons, in its sole judgment ..

E. City or Broward County's Sheriff's Office shall have the right to close entry upon event capacity or if City has deemed attendance has gone over maximum capacity. The City represents that the present capacity for the Amphitheater is 3376 which includes 400 standing room only configuration.

F. City may at its sole discretion work with Licensee on an alternate Security Agency to Broward Sheriff's Office.

5. Reporting

A. Licensee shall provide all reports as detailed above to the City's Contract Administrator or designee. The City reserves the right to request changes to the reports and corrections as it deems necessary.

B. At City's request, Licensee shall provide City with a monthly ticket report as outlined above for ticket counts for examination and audit.

6. Sponsorship Rights. During the Term, Licensee shall have the right, at any time and from time to time, to secure and retain all revenue from sponsorship rights for the Events, subject to the City's approval, not to be unreasonably withheld, delayed or conditioned. During the Term, Licensee may display any such sponsors' names on signs at the Amphitheater, in advertisements and marketing media and in connection with its promotion of Events. Licensee may not use these rights to advertise events that are not occurring at City properties. Notwithstanding the above, Licensee shall not have the right to secure a name-in-title sponsor for the Venue and that right shall remain with the City and City shall retain any and all sponsorship revenue from any such name-in-title sponsorship.

7. Food and beverage concessions. Licensee, through its preferred third-party concessionaire, shall have the exclusive right to operate and retain all revenue from all food and beverage concession services made to the public at the Amphitheater which may include the sale of alcoholic beverages. City will assist the concessionaire, if requested, with respect to securing a liquor license to enable it to sell alcoholic beverages at Events.

City shall have the exclusive right to negotiate an agreement with a single beverage maker or distributor to have its products be the sole products sold at the Amphitheater. City shall retain any and all proceeds from such an agreement.

8. Furniture, Fixtures and Equipment. All of the fixtures and personal property at the Amphitheater, or stored off-site but used at the Amphitheater (e.g., removable chairs) shall remain at and usable at the Amphitheater as of the Commencement Date for Licensee's use, including all sound equipment, lights, video equipment, furniture, kitchen equipment, bar equipment, stage and related equipment, rigging equipment, art, décor, signage, etc.

EXHIBIT “B”

INSURANCE REQUIREMENTS

LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY’s Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

LICENSEE is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY’s review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LICENSEE under this Agreement.

Throughout the term of this Agreement, LICENSEE and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY’s interests may appear, on General Liability Insurance only, relative to claims which arise from LICENSEE’s negligent acts or omissions in connection with LICENSEE’s performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
— explosion & collapse hazard	
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent LICENSEES	personal injury
XX personal injury	
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
XX liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form
- owned
- hired
- non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
XX other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY Per Occurrence Aggregate

— * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, LICENSEE agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, LICENSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the LICENSEE, the LICENSEE shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. LICENSEE hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then LICENSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should LICENSEE enter into such an agreement on a pre-loss basis.

Exhibit C

Accounting and Recordkeeping Procedures:

1. LICENSEE shall keep a true and accurate account of the attendance, number of tickets sold and gross ticket revenues for each Concert during the Term and shall provide such information to the City upon its request including supporting documentation.
2. LICENSEE shall preserve and make available locally at all reasonable times for City's inspection all records outlined above and supporting documentation attendant to LICENSEE activities for a period of five (5) years or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, said records and documentation shall be retained until resolution of the audit finding.

CITY OF POMPANO BEACH

APPLICATION FOR PUBLIC EVENT & CITY PARK USE



PE-Click here to enter text.

Date Received:

Public Event **City Property**

SECURITY DEPOSIT

Applications must be turned in 45 days or more prior to event, a **\$50.00 nonrefundable** application fee is required. A **\$250.00 refundable**** security deposit, payable to The City of Pompano Beach is required with this application, but does not guarantee approval. Application must be filed **not less than 45 business days prior to the event. Applications will not be accepted without the fee and all necessary documents** which include: Insurance Certificate indemnifying The City of Pompano Beach \$300,000.00 each occurrence, (Insurance Certificate MUST READ: “**Additionally insured City of Pompano Beach**”). In addition, a site plan/map must be included).

EVENT INFORMATION

Event Name: **NAME OF EVEN**

Event Hosted By: **AEG**

Event Organizer: **George Pearley**

Event Date: **DATE**

Event Location: **Amphitheater**

Event Time: **Doors at 6pm, Show at 7:30pm**

Estimated Attendance per Day: **3,000**

Past Attendance: **n/a**

Year: **n/a**

Full Description of Activities and Entertainment during event: Live musical concert with food and alcoholic beverages for purchase, merchandise tent. Doors open to public at 6pm, show starts at 7:30pm. End time by 11pm

RELEASE AND WAIVER OF LIABILITY

In consideration of the opportunity afforded Applicant to use city premises for the public event activities described herein, applicant named herein does freely agree to make the following contractual representations and agreements.

*Applicant agrees to indemnify, defend, and hold harmless the City of Pompano Beach, it's officers, agents, employees, and volunteers from and against all claims, suits, actions, damages, liabilities, or expenditures of any kind arising out of or occurring during the special activities of applicant and resulting or accruing from any error, omission, conduct or negligent act of the applicant, thereto. Further, applicant hereby knowingly, freely, and voluntarily assumes all risk and liability for any damage or injury that may occur as a result of the use of the park premises and agrees to release, waive, discharge, and covenant not to sue the City of Pompano Beach, its officers, agents employees, and volunteers from any and all liability or claims that may be sustained by the applicant or a third party directly or indirectly in connection with, or arising out of, the applicant's use of the city premises, whether caused in whole or in part by the negligence of City of Pompano Beach or otherwise.

FOR SCHOOLS ONLY

INDEMNIFICATION WAIVED UPON RECEIPT OF CERTIFICATE OF INSURANCE. By signing, applicant agrees to have read the complete Public Event Application, and fully understands the terms and understands that the applicant has given up substantial rights by signing the Public Event Application and has signed it freely without any inducement or assurance of any nature and intends to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agrees that if any portion of this Public Event Application is held invalid the balance notwithstanding shall continue in full force and effect.

BUILDING REQUIREMENTS

Entertainment as it applies to the building department: Structures / Tents/ Canopies / Fences

Tents, canopies, awnings, and fences require a Building Permit. A General Contractor Class “A”, “B”, or “C” (if Residential), or a Building Contractor Class “AL” or “AE” license is required to obtain a permit. Contractor is required to schedule and successfully complete inspection work prior to event opening. Florida Building Code 104.6.1.2.

*If applicant is requesting the showmobile and/or small stage, a separate application needs to be filled out and sent it with this application.

Will any temporary structure be built, including tent, canopies or fences? Yes No

If YES, describe in detail and include 1 location map (site plan). **10 x 10 pop up tent**

ELECTRICAL REQUIREMENTS

Electrical work requires an Electrical Building Permit. **Generators over 5KW require an Electrical Building Permit.** A Florida licensed electrician is required to obtain permits. Contractor is required to schedule and successfully complete inspection of work prior to event opening. Florida Building Code 101.4.3, 103.9.2.2.

1. Will electrical wiring need to be installed? Yes No

Voltage, amperage, and phase of additional wiring etc.

Specify Locations: [Click here to enter text.](#)

2. Are you planning any type of amusement/entertainment rides as part of the event? Yes No

If YES, name the company providing the equipment. Certificate of Insurance will be required by company.

Specify Vendor Name for equipment: [Click here to enter text.](#)

3. Are you planning to have any type of concession? Yes No

All food vendors must provide the necessary requested insurance and permits

a) If YES, has the Florida Department of Health approved food vending site plans? Yes No

Comments: [Click here to enter text.](#)

b) Do all food vendors have a temporary food service permit? Yes No

4. Are you planning on having alcoholic beverages? Yes No

NOTE: Alcoholic beverages are not permitted in city parks

All alcoholic beverage vendors must provide the necessary requested insurance and permits

a) If YES, has a liquor permit been obtained from the State of Florida? Yes No

b) Attach a copy of the State of Florida permit for Police Department use. Yes No

5. Are you planning to use any type of music? Yes No

NOTE: Amplified music is not permitted in city parks)

a) If YES, will the music be amplified? Yes No

FIREWORKS

1. Do you plan to have a fireworks display? Yes No

If YES, specify date, time, location & vendor.

Specify Locations: [Click here to enter text.](#)

NOTE: You must request, in writing, the Fire Chief’s approval for Fireworks displays 30 days prior to the event. Attach a copy of the Fire Chief’s approval letter to this application—for Fire Department Review

APPLICANT OR ORGANIZATION REPRESENTATIVEOrganization Name: **AEG Presents SE**Phone: **561-681-5600**Address: **1800 Australian Ave South, Suite 201**City: **West Palm Beach**Zip: **33409**Email Address: **jvalentino@aegpresents.com**Organization/Applicant Contact Person: **John Valentino**Phone: **561-681-5600**Other Applicant Organization Name: **n/a**

Phone:

Is Applicant Non-profit Organization? Yes No

Tax Exempt #:

ADMISSION FEES1. Are you planning to charge an admission, donation, participant fee, etc.? Yes No**SECURITY ARRANGEMENTS**

As part of the application process for a special event in the City of Pompano Beach, traffic, pedestrian and other security issues are subject to review by the Sheriff's Office. Frequently, it is necessary to hire deputies to ensure a safe and secure gathering.

It is the responsibility of the person or organization sponsoring the event to contact the **Special Details Office** at **954-831-8199**, (72) hours prior to the event so we can accommodate your request. If less than a (72) hour notice is given, we may be unable to provide sufficient staff and your event could be canceled.

You will be required to provide information relative to persons in charge of your event, their telephone number and billing information. Not having this information available will delay the processing of your request. If subsequent to review of your application and should we have any additional questions, a member of our staff will contact you.

Major Wayne Adkins

*(All public events conducted on City property must have responsible security on site)*1. Are Police Security Officers being hired? Yes Noa) If YES, how many officers? **TBD Per BSO**Name of Contact: [Click here to enter text.](#)Phone: [Click here to enter text.](#)Other Security: [Click here to enter text.](#)Phone: [Click here to enter text.](#)**TRAFFIC CONTROL PLAN****DESCRIBE PLANS TO COORDINATE TRAFFIC CONTROL**

NOTE: If a State Road, Intracoastal Waterway bridge or railroad will be crossed or used, attach (2) copies of the FDOT permit (for Fire Department and Police Department use). In the case of a railroad crossing, security must be provided by railroad police.

Has the POLICE TRAFFIC UNIT been contacted? Yes No

a) Who is supplying manpower and barricades for approved street closings?

Vendor: [Click here to enter text.](#)**ANIMAL CONTROL**Will you be having animals at your event? Yes No

a) Please list the vendor and describe purpose for which the animals will be exhibited or displayed?

Vendor/Purpose: [Click here to enter text.](#)

SANITATION CLEAN-UP REQUIREMENT

The City reserves the right to require applicant to provide additional resources necessary to the maintenance and sanitation of the site. Applicants may be required to provide a sanitation (litter and trash removal) crew onsite during the event.

NOTE: The clean-up of the area must be utilized within a reasonable time after the conclusion of the event. No more than 24 hours permitted in any instance.

Contact the Sanitation Department at 954-786-5516 for further questions.

1. Who is handling the cleanup? **SND Cleaning**

Contact Number:

2. Are Port-a-Johns being provided?

Yes No

If YES, (Please display on site plan showing placement of Port-a-Johns)

REQUEST FOR CITY INVOLVEMENT

Note: Organizations will be required to pay the necessary City personnel charges including Public Works, Parks and Recreation, Fire Rescue, Broward Sheriff's Office, and Development Services assessed on the current salary schedule.

Describe in detail any services you are requesting from the City of Pompano Beach. Applicant may be held responsible for costs relative to services request from the City.

MARKETING

Please attach a copy of the flyers used for marketing purposes. If you are requesting to use the City Logo, a letter must be written to the City Manager requesting approval of City Logo use and placed with this application. This does not guarantee approval of City Logo usage.

Do you want this event to be posted, once approved, on the City's Website? Yes No

Event Description:

[Click here to enter text.](#)

CERTIFICATE OF INSURANCE

The applicant organization will be required to furnish the City of Pompano Beach with proof of liability insurance naming the City as an additional insured for events on City property or on the public right of way. Insurance must be in the minimum amount of \$300,000.00 or greater as Deemed satisfactory to the City Risk Manager.

SITE PLAN

A site plan is required for all public event applications by order of the City of Pompano Beach Fire Marshal.

BEACH EVENTS

Any events taking place on the beach during sea turtle nesting season, March 1st – October 31st, must contact the Department of Environmental Protection and obtain a permit. The approved permit must be attached to this application prior to the City Manager's review. The DEP contact for events is:

Jenna Caderas Jenna.Caderas@floridadep.gov

PARK RANGERS

Park Rangers will be on City grounds during the following times: Monday thru Friday, 5pm – 10pm and Saturday/Sunday/Holidays, 7am – 10pm. Rangers will be checking on all events that fall within this time frame. If you are in need of City assistance with your event during these times, please call the Park Rangers at #954-740-9147 or #954-740-9152.

PARKING

There is NO free parking at any City paid parking lots.

EMERGENCY TERMINATION

During any performance event, upon the occurrence of dangerous severe weather or disorderly conduct including , but not limited to, fighting, riot, discharge of firearms, rushing of the stage or unauthorized entry into areas by groups of persons, that present a hazard to the safety of patrons or performers, CITY by and through its Law Enforcement Agency, with the concurrence of the Recreation Program Administrator or his designated Supervisor for the event, may temporarily suspend, or terminate such event and clear the area if no alternative safe options exist at the time. Upon such occurrence, CITY shall bear no liability for any claims for costs including, but not limited to, refund of admittance, nor shall City be liable for breach of this Agreement.

CITY ORDINANCES

The City reserve the right to terminate this agreement effective immediately in the event that the rental party is involved or becomes involved in behavior which exhibits aggressive or violent tendencies whether physical or verbal and or promotes or incites violence or aggressive behavior which results in physical altercations, fighting and/or rioting, and/or if said behavior results in any property damage to the rented facility and/or in the event the rental party or anyone attending the rental has or consumes alcohol on City property or interferes with the ability of other patrons ability to utilize the facility. In the event this agreement is terminated the City also reserves the right to deem the renter ineligible to rent from the City of Pompano for a term of one year.

The applicant must comply with all city ordinances concerning liability insurance, structural, electrical, fire inspections and any other important requirements. **Note: The submission of an application for use of a City Park for a public event does not guarantee approval will be granted.**

LAST MINUTE EVENT CHANGES

Any, and all, changes made to the event after it has been approved by the City Manager will require an additional written approval by the City Manager or designee after said changes are reviewed by the City. These changes include, but are not limited to, additional musical acts, celebrity guests and/or hosts, additional rides, expected increase in attendance, etc.®

John Valentino

9.9.22

AEG Presents SE

Signature of Applicant/Representative

Date

Name of Organization

LIST OF ATTACHMENTS THAT SHOULD BE INCLUDED WITH THIS APPLICATION:

Certificate of Insurance(s)

Site Plan

Proof of Payment

DEP approved permit (if applicable)

Rule & Regulations for City Parks & Pavilions

- Alcoholic beverages are not permitted in City Parks.
- Electricity is not available at Park Pavilions.
- Bounce houses are not permitted in City Parks unless associated with pavilion rental.
- No animals for entertainment purposes.
- No amplified music is permitted in City Parks.
- Vendors, concession stands or the selling of food must have permission from the Recreation Programs Administrator.

STAFF REVIEW

	Signature	Approve	Disapprove	Date
Animal Control	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Building Dept.	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Fire-Rescue	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Police-BSO	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Public Works	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Risk Management	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Zoning Dept.	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Beach Parking	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Environmental Services	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.

Application Review for Completeness: Click here to enter text.

RECREATION PROGRAMS ADMINISTRATOR PERMISSION

I, the undersigned, Recreation Programs Administrator do hereby give my permission for use of a City Park for the event described above.

Name of Event:

Date:

Recreation Program Administrator or Designated Representative

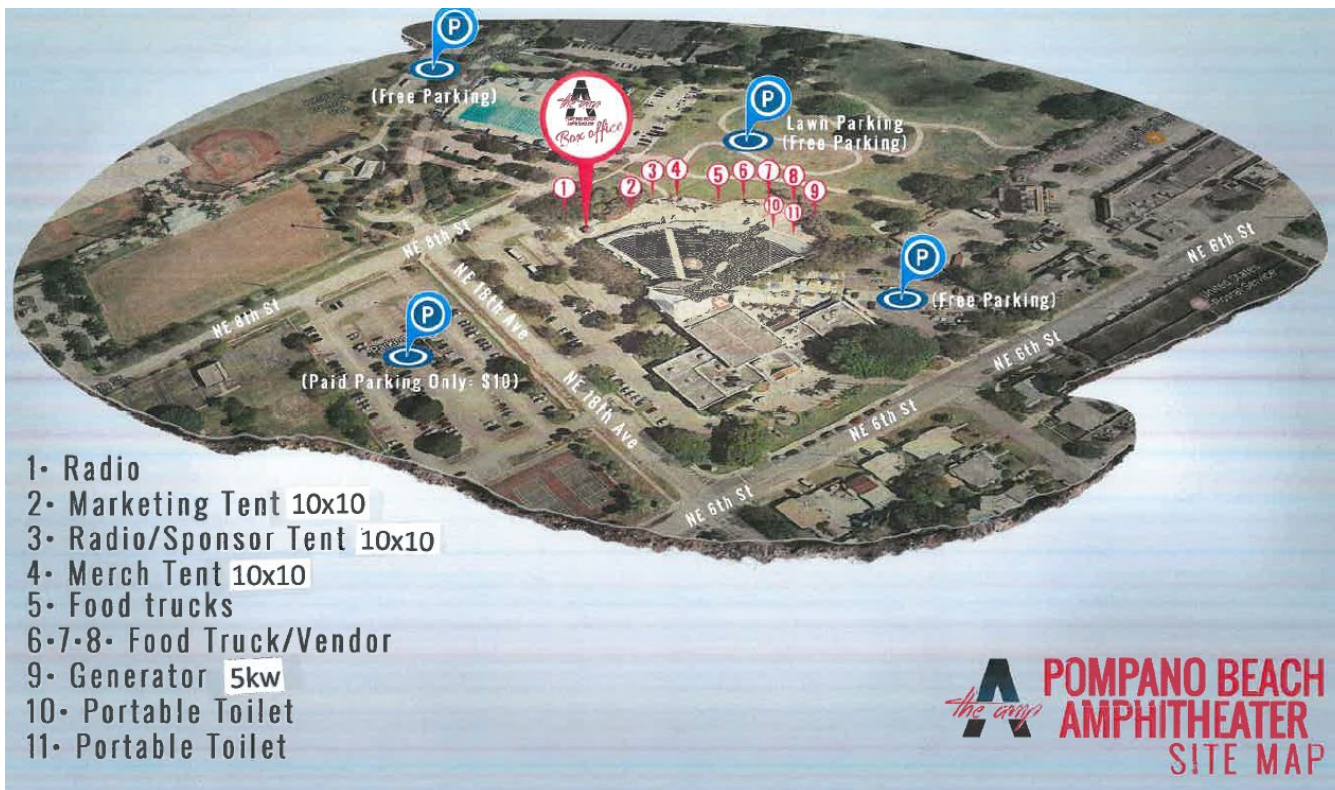
Date

Assistant City Manager or Designated Representative

Date

City Manager or Designated Representative

Date



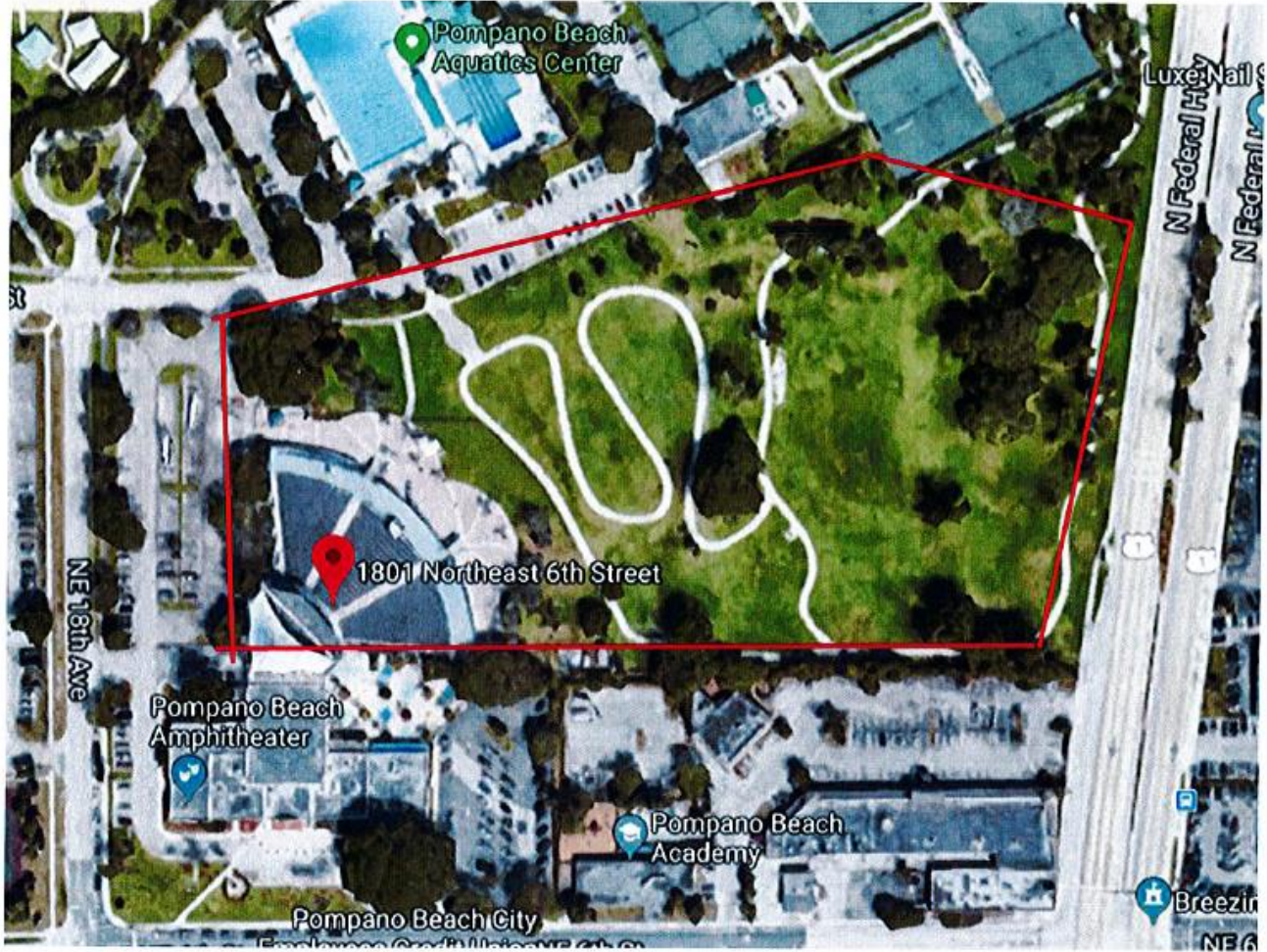
Florida's Warmest Welcome

Exhibit D
Amphitheater and Grounds

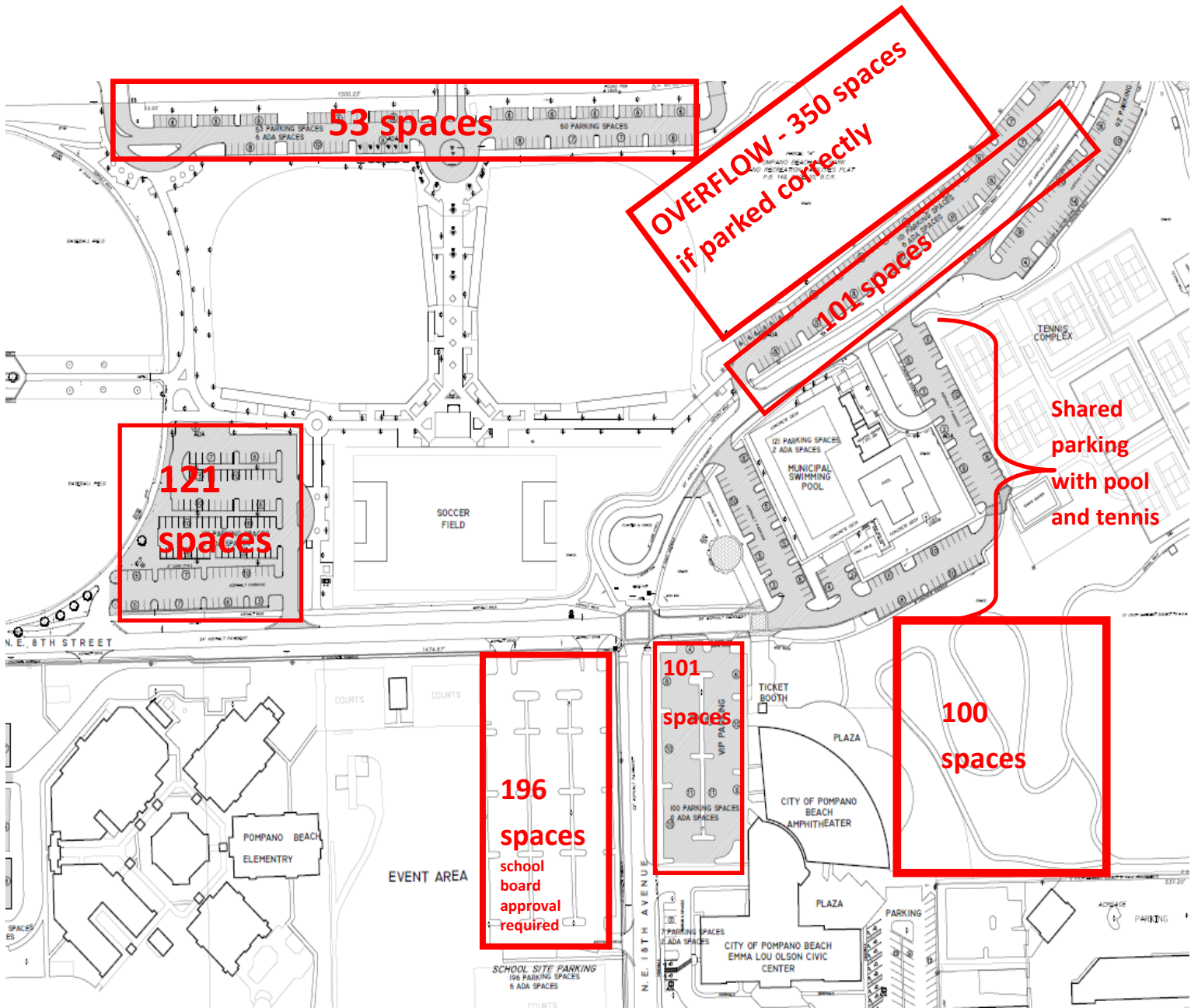


Exhibit D

Amphitheater and Grounds



PARKING



*Electronic map available upon request.