

## ***FIRST AMENDMENT***

---

**THIS IS A FIRST AMENDMENT TO THE AGREEMENT** dated the \_\_\_\_\_ day  
of \_\_\_\_\_, 2018, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the  
State of Florida, whose address is 100 West Atlantic Boulevard,  
Pompano Beach, Florida 33060, hereinafter referred to as  
“LICENSOR,”

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 referred to as “LICENSEE.”

**WHEREAS**, the parties entered into an agreement for the operation of the Pompano  
Beach Amphitheatre on October 13, 2017, ("Original Agreement"), and approved by Resolution  
No. 2018-03; and

**WHEREAS**, the LICENSOR and LICENSEE have mutually agreed to extend the  
Original Agreement for an additional six (6) month term; amend certain terms and conditions,  
and to include additional provisions to the Original Agreement;

### **WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and  
payments herein set forth LICENSOR and LICENSEE agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein  
incorporated by this reference.

2. The terms and conditions contained within the Original Agreement between LICENSOR and LICENSEE, effective October 13, 2017, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. The parties hereto agree to extend the original Agreement for six (6) additional months, ending October 12, 2018.

4. That Section 4., "License Fee and Additional Expenses," of the Original Agreement is hereby amended to read as follows:

4. License Fee and Additional Expenses:

...

C. *Final Settlement.* The final settlement of all Events for any given month shall take place within 30 days of the last performance of the Event unless otherwise stated herein following the end of the month the Events took place. Both Licensee and Licensor shall have an authorized representative present after the last performance of ~~the each~~ Event to approve the final settlement of the Event. Licensee shall provide Licensor with detailed accounting reports of the monthly Events as requested by the Licensor. Reports shall separate each Event and include, but not be limited to, all ticket sales, reports generated by ticketed agency, etc. all promotional complimentary tickets, all Event refunds, as well as a beginning count of all seating that would be available for ticket sales or comps. This would be the total count of the seated tickets available and/or lawn tickets available combined that could be sold for each particular Event.

D. *Payments.* Licensee shall provide monthly payment of the License Fee within thirty (30) days of final settlement to Licensor. Payments shall be mailed to City of Pompano Beach Treasury Division, Room 135, P.O. Drawer 1300, Pompano Beach, Florida 33061.

5. That Section 5., "Rights and Responsibilities," to the Original Agreement is hereby amended to read as follows:

5. Rights and Responsibilities.

C. *Event Merchandise Sales.* If Licensee desires for any Event Merchandise to be sold at the Event, such sales shall be conducted

exclusively by Licensee, ~~in its sole discretion~~, at retail prices established by Licensee. In exchange for such services, Licensee shall be entitled to retain the percentage of Event Merchandise Revenue identified on the Event Sheet. As used herein, "Event Merchandise" refers to Licensee supplied merchandise related specifically to the Event or an artist performing at the Event (e.g., Event program, event souvenirs, artist clothing), as approved by Licensor. "Event Merchandise Revenue" means the gross revenue derived from the sale of Event Merchandise, less taxes, credit card fees and, if requested by Licensee, costs of bootleg security. Licensor reserves the right to ask Licensee to stop the sale of Event Merchandise that is offensive or does not promote the City's values.

6. The Original Agreement is amended by adding additional language as follows:

26. *Ticket Booth.* For all Events, Licensee shall operate the AXS Ticket Equipment located at the Licensor's Cultural Center located at 50 West Atlantic Blvd., Pompano Beach, Florida 33060. Licensee shall be responsible for all facets of the operation and maintenance of the equipment including, but not limited to, training, operation, staffing of the ticket booth, management of funds collected pursuant to ticket sales, and to provide customer service.

27. *Facility Improvements.* Licensee may conduct capital improvement projects to the Venue upon written approval from Licensor. In no Event shall any capital improvement project begin without written authorization and formal approval from the Licensor. Licensee shall provide a progress report to Licensor on any ongoing capital improvements to substantiate the expenditure amount of such capital improvements.

28. *Event Cancellation.* With the exception of circumstances listed under Section 8, Force Majeure, Licensee shall provide Licensor with a cancellation notice in writing at least ten (10) calendar days before any Event cancellation. In the event Licensee cannot provide notice of cancellation within ten (10) calendar days, Licensee shall pay Licensor a cancellation fee of three hundred and fifty dollars (\$350.00). Licensor reserves the right to offer Licensee another venue such as the Cultural Arts Center upon mutual written agreement, if any cancelled Event desires to move to another local venue.

29. *Scheduling and Communications.* Licensee shall work closely with Licensor on the scheduling of all Events. All potential Events, schedule and details shall be communicated to Licensor with at least forty-five (45) calendar days' notice prior to the Event date whenever possible. Licensor reserves the right to refuse any Event that Licensee does not provide sufficient notice. Licensee shall provide, at least weekly, ticket sale counts for all Events, to Licensor. All scheduling of Events shall be confirmed through written communication, such as emails. If Licensee due

to time constraints requires a verbal confirmation from Licensor 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 Cultural Manager or assigned designees.

30. *Rental and Miscellaneous Events.* For all rentals, non-ticketed Events, and Events where Licensee is not the promoter and does not have control over ticket sales, Licensee shall provide Licensor with a detailed line item report of all costs for the Event, and shall pay Licensor fifty (50) percent of the net profits. Licensee shall ensure prior acceptance and approval for all such Events from Licensor. Licensor reserves the right to reject any such Event at its sole discretion. Licensee shall provide the report for such Events with their request for acceptance and approval to Licensor.

7. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**“LICENSEE”:**

Witnesses:

**AEG PRESENTS SE, LLC**, a Delaware Limited Liability Company

\_\_\_\_\_  
\_\_\_\_\_

By: AEG PRESENTS, LLC, a \_\_\_\_\_  
Limited Liability Company

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Typed, Stamped or Printed Name  
\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, \_\_\_\_\_(Title) of AEG PRESENTS, LLC, as Managing Member of AEG PRESENTS SE, LLC, a Delaware Limited Liability Company authorized to do business in Florida, on behalf of the company. He/She is personally known to me or who has produced \_\_\_\_\_(type of identification) as identification.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

:jrm  
4/3/18  
L:agr/recr/2018-670