

EVENT LICENSE AGREEMENT

This Event License Agreement (this "**Agreement**") is entered into as of ____, 2017, by and between City of Pompano Beach ("Licensor"), the operator of the Pompano Beach Amphitheatre (the "Venue") and AEG Presents SE, LLC (the "Licensee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Terms of Use. Licensor and Licensee desire for Licensee to use the Venue to provide and operate entertainment events under the terms and conditions set forth below and in the City of Pompano Beach Application For Public Event & City Park Use Sheet attached hereto as Exhibit A and by reference made a part hereof (the "Event Sheet"). Licensee shall complete and provide an Event Sheet to Licensor for each Event under this agreement. Capitalized terms not otherwise defined below shall have the meanings ascribed thereto on the Event Sheet.

2. Term of agreement. The term of this agreement shall commence upon execution of the agreement by both parties and continue for a period of six (6) months.

3. License. Licensor shall license to Licensee the following portions of the Venue: Amphitheater: the seating areas, stage, backstage areas, dressing rooms, restrooms and entrance way; and production offices (the "Premises") on the date(s) and at the time(s) specified on the Event Sheet. Licensee shall use such premises solely for the presentation of an Event and strictly within Licensor's directives, rules and regulations, as provided to Licensee. Licensee shall not enter any portion of the Venue designated by the Licensor to be off-limits including, without limitation, (a) the administrative offices, (b) all back-of-house or service areas, (c) all other non-public areas of the Venue and (d) any other areas reserved by Licensor for other parties, absent the written consent of Licensor. Nothing herein shall preclude Licensor from permitting access to the Venue by maintenance personnel or other parties, so long as the same does not materially interfere with Licensee's use of the Premises for presentation of the Event.

4. License Fee and Additional Expenses.

A. License Fee; Additional Expenses. For the license to use the Premises, Licensee shall pay Licensor a "Licensee Fee" equal to Four Dollars (\$4.00) per ticket sold to each event at the Venue ("Events"). In addition, Licensee shall be responsible to pay all Venue costs and expenses related to the Event that are approved in advance by one of Licensee's authorized representatives, John Valentino or George Perley (the "Additional Expenses"). An estimate of the Additional Expenses is set forth on the Event Sheet. The services included in the License Fee are set forth on the Event Sheet.

B. Intentionally Left Blank

C. Final Settlement. The final settlement of the Event shall take place within 30 days of the last performance of the Event unless otherwise stated herein. Both Licensee and Licensor shall have an authorized representative present after the last performance of the Event to approve the final settlement of the Event. Licensee shall provide Licensor with detailed accounting reports of the Event as requested by the Licensor. Reports shall include, but not be limited to, ticket sales, reports generated by ticketed agency, etc.

5. Rights and Responsibilities.

A. The Facilities. Licensor shall deliver the Premises in good clean working order as reasonably necessary to carry on the presentation of the Event. On the day of the event Licensee shall maintain the premises to ensure that all facilities are functional. Licensor shall provide customary and normal lighting, and water (for ordinary

drinking, toilet or janitorial purposes) at no additional cost to Licensee. Licensor shall not be in breach of this Agreement if Licensor's failure to provide any of the foregoing is caused by circumstances beyond its reasonable control. Licensor represents and warrants that it has the full right, power and authority to enter into and perform its obligations under this Agreement and that Licensor will, at all times during the term of this Agreement, comply with all applicable federal, state and local laws, rules and regulations. Licensee represents and warrants that it has inspected the Premises and the available utilities and facilities at the Venue, and that Licensee accepts them "AS IS," with the exception of latent defects of the Venue. Also, Licensee agrees to quit and return the Premises to Licensor in the same condition as was accepted by Licensee, ordinary wear and tear excepted. In no event shall Licensee affix or attach any item to, or otherwise cover, any wall, surface or area of the Venue. Licensee shall be responsible for the costs associated with repairing and replacing any and all damages to the Venue or loss of property occurring in connection with the Event or Licensee's use of the Premises including, without limitation, damages caused by Licensee, its members, partners, owners, officers, directors, employees, contractors, agents and other persons assisting Licensee (whether on a paid or voluntary basis), patrons, guests and invitees, participants and artists appearing in the Event (including support personnel in connection with the presentation of the Event), but specifically excluding Licensor's employees and authorized agents.

B. Concessions. Licensee shall have the right to operate the number and type of concession facilities at the Venue, as determined by Licensor, in its sole discretion, to be appropriate for the Event (including the type of refreshments and/or merchandise offered for sale). Licensee and its subcontractors shall comply with Exhibit C, Alcohol Policy, attached hereto and by reference made a part hereof.

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.

D. Catering. Catering services, if any, will be supplied by Licensee caterer at the Venue.

E. Event Staffing. Licensee shall provide all personnel required to staff the Venue, including, but not limited to, all box office personnel, ticket sellers, ticket takers, ushers, security guards, security, custodians, rest room attendants and such other personnel as Licensor, in its reasonable discretion, shall deem required, together with such additional personnel as Licensee may reasonably request. Licensor shall consult with Licensee, if and when requested by Licensee, regarding staffing levels; provided that final decisions regarding staffing levels shall be made by Licensor. All such personnel shall be provided only by or through Licensee. Notwithstanding the foregoing, Licensee may bring in additional security personnel for the Event subject to reasonable advance notice and approval of Licensor and at the sole cost and expense of Licensee. Licensee agrees and acknowledges that under no circumstance shall Licensor be liable or responsible for the activities and/or actions of the parties providing security services that are engaged by Licensee or any representative of Licensee. The costs of such personnel shall be part of the Additional Expenses and is the responsibility of Licensee unless otherwise explicitly set forth herein.

F. Technical Control and Crowd Management. 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 Venue or to remove personnel (including technical personnel) and/or equipment from unauthorized areas, it being agreed that understood that Licensor will work with Licensee in good faith with respect to any technical control or crowd management issues in connection with the Event.

G. Box Office Facilities, Ticket Sales; Refunds. If tickets to the Event are to be sold to the general public:

i. Licensee reserves the right to determine, in its sole but reasonable discretion, when a refund should be given to a ticket holder including, for example, when such ticket holder's view of the performance is obstructed and a comparable exchange is not available, equipment fails, a performer fails to perform within a reasonable time of its designated performance time, non-appearance of a performer, or Licensor determines that Licensee has failed to produce or deliver what it advertised, in whole or in part, or for any other reason that would otherwise adversely affect the public's faith in Licensor.

ii. (a) all ticket sales for entry shall be accounted for whether sold or given away at no charge. All tickets sold or given away shall be printed, and accounted for exclusively through Licensee's Box Office and Licensee's designated ticket agency, and (b) Licensee shall handle over-the-counter advance and day-of-event sales for Licensee at the Venue box office (the "**Box Office**"). In such instance, Licensee's Box Office Manager shall be responsible for properly depositing all monies, and preparing box office statements and other reports as are reasonably necessary and required, and as determined by Licensor in its reasonable discretion. No funds shall be released from the Box Office prior to settlement of a performance of the Event.

H. Website Domain and Marketing Materials. All website domains used by Licensee relating to the Work shall be owned by City who 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. In addition, City, in its sole discretion, reserves the right to disapprove any marketing materials of Licensee.

6. Obligations of Licensee. In addition to the other obligations set forth in this Agreement, Licensee shall be responsible for the following:

A. First Class Performance; Production. Licensee shall cause each of the performances of the Event to take place in a first class manner. Licensee shall be solely responsible for any performances at the Event, including arranging for such performances, contracting with, and paying all amounts owed to such performers in connection with their performance at the Event. Licensee shall also be solely responsible for all costs associated with and the coordination of the production of any performances at the Event. Licensee hereby represents and warrants that it has, or will have, a valid and enforceable contract with the performers of the Event.

B. Licenses and Permits. Licensee shall be responsible for obtaining all licenses or permits necessary for the performance of the Event as required by Federal, State or local laws or ordinances (including, without limitation, ASCAP, BMI and all other similar licenses), providing Licensor with written evidence of the same to Licensor upon request, and paying all costs associated with all taxes, excise or license fees related to Licensee's use of the Premises.

C. Compliance with Laws and Licensor's Rules & Regulations. Licensee shall abide by, and shall cause all of its servants, agents, employees, representatives and subcontractors, and all of the performers at the Event and such performers' respective servants, agents, employees, representatives and subcontractors to strictly abide by applicable law and all of Licensor's directives, instructions, rules and regulations provided to Licensee for the use, occupancy, and operation of the Venue, including without limitation, the requirement that every individual must enter the Premises through magnetometers and be subject to all security measures during each entry.

D. Observance of Public Safety. Licensee shall at all times conduct its activities with full regard to the public safety and will observe and abide by all applicable regulations and requests by authorized governmental agencies responsible for public safety. All portions of the sidewalks, entries, doors, passages, halls, corridors, stairways, and all ways of access to public utilities of the Venue shall be kept unobstructed by Licensee and shall not be used for any purpose other than ingress and egress to and from such portions of the Premises unless Licensor otherwise agrees. In an effort to ensure public safety, Licensee agrees that neither it, nor any Event participant or artist, will make any comment or statement at any time that may incite or encourage the crowd to act in any manner that might cause injury or damage to any persons or property, including, without limitation, any equipment or property located at Venue. Licensee shall be solely responsible for, and hereby agrees to indemnify Licensor from all claims, costs, damages, injuries or losses incurred as a result of any such actions, statements or behavior by Event participants or artists.

E. Responsible for Property. Licensee shall be responsible for any property placed on the Premises by Licensee, its agents or representatives, any performer of the Event or such performer's agents or representatives. Licensor shall accept delivery of such property solely as a courtesy to Licensee, and Licensee shall indemnify and hold harmless Licensor for any loss or damages to such property in the receipt, handling, care, and custody of such property at any time, except for any loss or damage caused by the willful misconduct of Licensor or its employees. Licensor assumes no responsibility for such property and Licensor is expressly relieved and discharged from any liability for any loss, injury or damage to such property while on the Premises, except for any loss, damage or injury caused by the willful misconduct of Licensor or its employees. Licensee shall remove all such property from the Premises by the Move Out Date & Time specified on the Event Sheet. If Licensee fails to so remove such property, Licensor may retain, use or destroy the same upon five (5) business days' notice to Licensee and an opportunity to retrieve such property.

F. Advertisements & Sponsors. In addition to approval of all events, Licensor reserves the right to approve all advertisements for each Event. Licensor shall control all advertising space and signage at the Venue, and all receipts related thereto shall accrue solely to Licensor. All Event sponsors must be approved by Licensor in its sole discretion, provided that such approval will not be unreasonably withheld or delayed. Any signage rights allocated to any Event sponsor shall be subject to the exclusive control and approval of Licensor. Licensee shall not use the name or logos of Licensor or its affiliates except as expressly approved by Licensor in writing.

7. Broadcast Rights/Recordings. The parties hereby agree that no third party may broadcast

or record the performance of the Event without the consent of both Licensor and Licensee. Licensor agrees that, subject to the execution by Licensee and Licensor of a Location Agreement for the Event, which terms shall govern any commercial recordation or broadcast, Licensee shall be authorized to engage in the commercial recordation or broadcast of the Event. Licensor shall be entitled to an advance payment by Licensee of a fee for such privileges, as well as any and all estimated related costs to be incurred by the Licensor. Licensor 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 Licensor or its employees. 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 Licensor or its employees.

8. Force Majeure. If a performance of the Event cannot take place, in whole or in part, or either party cannot perform any of its obligations hereunder because of an act or regulation of public authority, fire, riot or civil commotion, lockout or strike or other labor dispute, terrorist acts, acts or declarations of war, substantial interruption in, or substantial delay or failure of, technical facilities, war conditions, acts of God or other occurrence outside the reasonable control of Licensor ("**Force Majeure Event**"), neither party shall have any obligation or liability whatsoever to the other party as a result thereof. Licensee shall be entitled to a refund of the License Fee and Additional Expenses to the extent a performance of the Event is cancelled by reason of a Force Majeure Event; provided that such fees shall be prorated, in the reasonable discretion of Licensor, if Licensee has made partial use of the Premises and Licensee shall reimburse Licensor for any non-cancellable expenses that have been incurred by Licensor in direct preparation for the Event.

9. Indemnification.

A. Licensee shall at all times indemnify, hold harmless and defend the Licensor its officials, its authorized agents, and its 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 Property except that Licensee shall not be liable under this Article for damages arising out of injury or damage to persons or Property arising from the negligence, gross negligence or willful misconduct of the Licensor, 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 Licensor under this Agreement.

B. Licensee acknowledges and agrees that neither party would enter into this Agreement without this indemnification of Licensor by Licensee. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

C. Licensee shall be solely responsible for insuring all stock, inventory, monies or other personal Property at the Property against damage or loss of any nature or kind. Licensee acknowledges and agrees that Licensor assumes no responsibility whatsoever for any personal property placed at the Property and, with the exception of damages or loss suffered as a result of Licensor's negligence, LICENSOR is hereby expressly released

and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the Property.

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

E. Nothing contained in this Agreement is intended to serve as a waiver of the Licensors's sovereign immunity as provided for in §768.28, Florida Statutes.

10. Termination.

A. Termination for Cause. If any party fails to substantially perform its material obligations hereunder (the "**Defaulting Party**") in a manner that results in material harm, loss or other damage to the other party ("**Event of Default**"), and if curable, such Event of Default is not cured within two (2) business days after receipt by the Defaulting Party of written notice thereof, then the other party may terminate this Agreement by giving written notice thereof to the Defaulting Party. Licensors reserves the right to terminate this Agreement by written notice in the event it determines that the work performed by Licensee is unsatisfactory or in any way does not meet the reasonable approval of Licensors and, if curable, Licensee has not cured the condition causing it to be unsatisfactory or not to Licensors's reasonable approval within two (2) business days following written notice from Licensors. Upon termination of this Agreement by Licensors in accordance with the terms of this Agreement, Licensors may reenter the Premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession, and notwithstanding such termination, Licensee shall be fully responsible for payment of all amounts otherwise owing to Licensors under this Agreement including, without limitation, the License Fee and the Additional Expenses. Upon a proper termination of this Agreement by Licensee in accordance with this Section 9, Licensors shall return any portion of the Deposit not otherwise used to cover amounts owing by Licensee prior to such termination. The foregoing remedies are in addition to and not in lieu of any other rights or remedies available to the parties at law or in equity.

B. Termination for Convenience of Licensors. Upon thirty (30) calendar days written notice in accordance with Article 14 herein delivered by certified mail, return receipt requested, to Licensee, Licensors may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the best interest of Licensors. If the Agreement is terminated for the Licensors's convenience, the notice of termination to Licensee shall state so and also define the extent of the termination. Upon receipt of such notice, Licensee shall use commercially reasonable efforts to discontinue all services hereunder to the extent indicated on the notice of termination and Licensors shall not be responsible for any costs Licensee incurs as a result of said termination for convenience.

C. Termination for Safety. Licensors may terminate any event upon the occurrence of any riot, violent disturbance or similar conduct stemming from this event which threatens the immediate health or safety of the public.

11. 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.

12. Objectionable Persons. Licensee reserves the right to refuse admission to, eject or cause

to be ejected from the Premises, through legally sanctioned means, any reasonably objectionable person or persons, in its sole judgment (as exercised by any Licensor party), provided that where practicable, and solely in circumstances where in Licensor or its representatives sole judgment there is no immediate threat or safety concern presented, Licensor will make reasonable efforts to consult with Licensee's Event security team prior to refusing admission or ejecting any invited guest of the Event.

13. Confidentiality. Upon receipt of any confidential information, said information becomes "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. If Licensee wishes to claim an exemption to disclosure, they shall provide the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary. However, if a request is made of the Licensor, pursuant to chapter 119, Florida Statute, for public disclosure of proprietary property of Licensee, the Licensor shall advise Licensee of such request and it shall be Licensor's sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the courts and to immediately serve notice of the same upon the party requesting the public records.

14. Taxes. Licensee shall be responsible for paying any and all taxes on the ticket sales revenue it collects (specifically excluding the Licensee Fee) and any other taxable revenues retained from the Event.

15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions, and any dispute which may arise under this Agreement shall be submitted to the exclusive jurisdiction of the state or federal courts located in Broward County, Florida.

16. Amendments in Writing; Severability. This Agreement may only be amended by an instrument in writing signed by the parties hereto. If any term or provision of this Agreement, shall be declared invalid or unenforceable the remainder of the provisions shall continue in force and effect to the fullest extent permitted by law.

17. Interpretation. Licensee and Licensor hereby agree that notwithstanding any modifications or revisions to this Agreement that may have been drafted by either party hereto, this Agreement as so modified or revised, shall not be construed either for or against Licensee or Licensor in the event of any ambiguities contained herein and this circumstance alone shall not create any presumption or implication favoring or prejudicing the position of either Licensee or Licensor.

18. Assignment; Successors. Neither party may assign its rights or obligations under this Agreement to any other person or entity (except to a parent, related or affiliated company) without the other party's prior written consent. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties and any person claiming, by, through or under and of the respective permitted successors or assigns.

19. Independent Contractor. It is understood and agreed that the parties shall, for the purposes of this Agreement, be independent contractors and neither Licensor nor Licensee shall hold the other out as representing or acting in any manner for Licensor or Licensee, as applicable, except as set forth herein.

20. Entire Agreement; Counterparts. This Agreement, the Event Sheet and any appendix attached thereto express and contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. This Agreement may be executed in counterparts, signed and

agreed to by both parties, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument and facsimile copies, PDFs. or photocopies of signatures shall be as valid as originals.

21. Notices. All notices hereunder or with respect to this Agreement, shall be in writing, and shall be deemed duly given or made (i) upon delivery or refusal of such delivery by a recognized courier service; and (ii) upon personal delivery (which shall be deemed to have been given upon delivery) and in each case addressed as follows (or at such other address for a party as shall be specified in a notice so given):

If to Licensee:

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

If to Licensors:

CITY OF POMPANO BEACH

For CITY:

With a copy to:

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

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

22. Waiver. The rights and remedies of the parties to this Agreement are cumulative and not exclusive of the rights and remedies that they otherwise may have now or hereafter at law, in equity, by statute or otherwise. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

23. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto (and their respective successors and assigns) any rights or remedies under this Agreement.

24. Recordkeeping, Inspection, Audit and Public records Procedures.

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

B. Licensee shall provide Licensors with detailed accounting reports for examination and audit of each Event as requested by Licensors. Reports related to the Event shall include but not be limited to, a true and accurate amount of all ticket monies received to the Event, which shall include but not be limited to ticket sales, and reports generated by ticket agencies.

C. Public Records.

1. The Licensors 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 public records required by the Licensors in order to perform the service.

b. Upon request from the Licensors's custodian of public records,

provide the Licensor 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 Licensor.

d. Upon completion of the Agreement, transfer, at no cost to the Licensor, all public records in possession of the Licensee, or keep and maintain public records required by the Licensor to perform the service. If the Licensee transfers all public records to the Licensor 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 Licensor, upon request from the Licensor's custodian of public records in a format that is compatible with the information technology systems of the Licensor.

2. Failure of the Licensee to provide the above described public records to the LICENSOR 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

24. 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 Event.

25. 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.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

“LICENSOR”:

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 _____, 2017, 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 are personally known to me.

NOTARY’S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

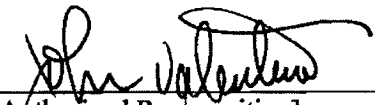
"LICENSEE":

Witnesses:


Print Name: Jeff Chabon

Tiffany Avera
Print Name: Tiffany Avera

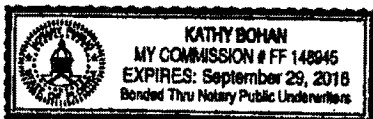
AEG Presents SE, LLC, a Foreign Limited Liability Company

By: 
[Authorized Rep; position]

STATE OF
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 28 day of September, 2017, by [Name of Authorized Rep; position] of AEG Presents SE, LLC, on behalf of the company. He/She is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



Florida
NOTARY PUBLIC, STATE OF
Kathy Bohan
(Name of Acknowledger Typed, Printed or Stamped)
FF 148945
Commission Number