

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, 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. License shall have use of the depicted area under Exhibit D, hereby defined as the Amphitheater. License 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, musical, 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 is as a single Event. Licensee shall be obligated to promote a minimum of twenty-four (24) Events during each contract year of the Term.

- B. Licensee shall submit a Public Event Application and Site Plan (Exhibit D) upon execution of this Agreement which shall serve as a 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 a City rental fee for each Event with the following increases per Term below.

Contract Year	Rental Fee
2025 (after signing)	\$4,500
2026	\$5,000
2027	\$5,500
2028	\$6,000

2029	\$6,000
2030	\$6,000

Optional Term, If any:

Contract Year	Rental Fee
2031	\$6,500
2032	\$7,000
2033	\$7,500
2034	\$7,500
2035	\$7,500

Notwithstanding the foregoing, Licensee shall only be obligated to pay a rental fee of \$2,500 for any non-profit or charitable Event.

- 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 at each Event.
- E. Licensee shall work closely with the City with the scheduling of all Events. All potential Events, schedule and details shall be communicated to City with at least forty five (45) calendar days' notice prior to the Event date whenever possible. City reserves the right to refuse any Event, with no penalty of 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 contracts, requires a verbal confirmation from City to confirm an Event, and such a confirmation is given, at the earliest opportunity such confirmation shall be memorialize in writing. Licensee shall submit all approvals to the City's 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 for 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 direct 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 of 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, custodians, restroom attendants and such additional 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 the 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 Marshall) 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 Events.

- K. Licensee shall provide management and programming services hereunder consistent with City policies which required 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 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 processes from the sale of Event Merchandise. Licensee shall use commercially reasonable measures to ensure that no unlawful merchandise is sold, which includes but 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. City has committed in good faith to undertake capital improvement projects at City's cost for Amphitheater and related space. Subject to City fulfilling such obligations and the timing of such improvements, during the Initial Term, Licensee agrees to spend up to Five Hundred Thousand Dollars (\$500,000) towards (a) improving the artist and patron experience and (b) reducing the "per show" cost of Events (the "Licensee Investment"). The Licensee Investment may include furniture, fixtures and equipment ("FF&E"), which Licensee will own or, subject to agreement with City, may include mutually agreed upon improvements to the Amphitheater. In the event Licensee exercises its option for the Option Term, it agrees to commit an additional Licensee Investment of up to Five Hundred Thousand Dollars (\$500,000) on the same terms and conditions. In the event this Agreement is terminated early for any reason, City agrees to reimburse Licensee for any unamortized portion of the Licensee investment already made that is not FF&E.
- P. For Events of confirmed two thousand (2,000) attendees up to twenty-four (24) hours before the Event. Licensee shall provide Crowd Pleaser portable restroom trailer 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 evident 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's Recreation Director or their designee. The City will work the 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 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 guarantee 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 specific 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, and 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 recording of the Event, including without limitation, any and all costs associated with any claims asserted by any third party that such broadcast or recordings 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 vent plan as requested by either the Broward County Sheriff's Office, Pompano Beach Fire Department, or 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 provided 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 objectionably person or persons, in its sole judgement.
- E. City or Broward County Sheriff's Office shall have the right to close entry upon Event capacity of if City has deemed attendance has gone over maximum capacity. The City represents that the present capacity for the Amphitheater is 3,376 which includes 400 standing room only configuration.
- F. City may, at its sole discretion, work with Licensee on an alternate security agency to Broward County's Sheriff 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

- A. 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

- A. 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.
- B. City shall have exclusive rights 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 proceed from such an agreement.

8. Furniture, Fixtures and Equipment

- A. All of the fixtures and personal property at the Amphitheatre, or stored off-site but used at the Amphitheater (i.e. removable chairs) shall remain at and usually 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.