

Exhibit A
Scope of Authorization

A. Introduction

Beachfest Entertainment LLC (Licensee), to host the two (2) day Beachfest (Event) on the City of Pompano Beach's main public beach, north of the pier. The Event will showcase national music acts, car show, local food, beverage and merchandise sales.

B. Objective

To provide a musical festival on the City of Pompano Beach's main public beach in efforts to attract tourism, and provide entertainment to the City's residents.

C. Scope of Work

Licensee shall coordinate with the City's Recreation Program Administrator or Designee (Designee) on specific dates and times prior to each annual Event (Event). Dates shall be agreed upon at least nine months prior to each event. City reserves the right to decline any proposed date if the City deems it necessary for safety concerns or scheduling conflicts, this may include, but is not limited to construction at the site, lack of access to site, conflicting events, etc. The City cannot guarantee that the Site will be available year round. However, the City will make reasonable attempts to accommodate Licensee.

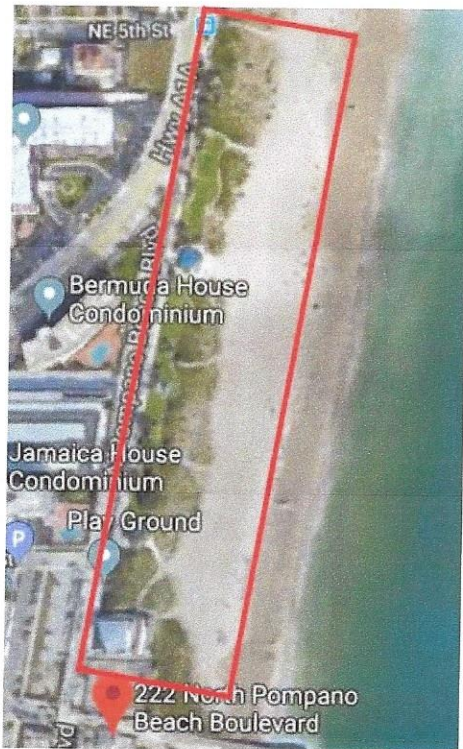
The City shall provide in kind benefits for Event as stated below. For a detailed monetary breakdown, refer to Exhibit E "City's In-Kind Benefits to Licensee."

1. Use of the premises for the Event. See Location Map of Footprint available below. The City shall not be responsible for acquiring permissions to use private property. The footprint is contingent on Licensee acquiring the required permits to use privately owned property located within said footprint for the Event. Licensee shall provide the City with written confirmation of permissions to use privately owned property/properties. Written confirmations shall be provided to City at least thirty (30) days from the event.
2. Provide funds for public works services including trash and waste removal. The City shall be responsible for or not pay for portable restrooms rental, maintenance and services of said portable restrooms.
3. Provide funds for parks and recreation services and personnel.
4. Provide assistance with permitting process by signing off as Property Owner. City will assist Licensee with internal City permits and their processing.
5. City will make every reasonable effort to keep boats at an agreed to distance offshore from the Event and in accordance to City regulations and/or Ordinance.
6. City will provide marketing support, including but not limited to, social media, City's website, and internal resources in conjunction and in coordination with Licensee
7. City will provide logistical help with traffic, transportation and parking issues related to the Event.

Exhibit A Scope of Authorization

In no event shall the City's in kind benefits, including staff time, exceed seventy five thousand dollars (\$75,000.00). Licensee shall be responsible to supplement any of the items listed above that the City's in kind benefits do not cover. If during the Event, the City incurs overages in staff time, or services, such overages shall be charged back to Licensee. City shall present a detailed breakdown of all overages.

Location Footprint for Event



D. Summary Schedule of Tasks and Deliverables

Site Plan and Schedule - A minimum of thirty (30) days and prior to commencing any of the set up for the Event under this Agreement, Licensee shall be required to obtain the written approval of both the City's Designee and other reviewing City departments of both the final Site Plan and the Schedule of Events via the Public Event application. The final detailed site plan and schedule of the Event shall include the location of all booths, box offices, tents, stages, display areas, port-o-lets, temporary fencing, Rideshare locations, RV parking for artists, parking, etc. and the times when such will be constructed and dismantled.

A minimum of thirty (30) days prior to the set up date(s) agreed upon for each event, the Licensee shall submit the following documentation for City's review and approval:

Exhibit A
Scope of Authorization

1. A proposed final detailed Schedule of Event;
2. A description of all Event activities to occur on the Property during the term of this license;
3. A proposed final Site Plan(s) for the Property which depicts the location of all booths, stages, display areas, port-o-lets, parking, temporary fencing, Rideshare locations, RV parking, etc., which shall be subject to the approval of the City departments authorized to require revisions to same; and
4. Licensee shall submit documentation for the items listed below regarding Licensee's compliance with this Agreement. LICENSEE to provide to the City:

Compensation to City by LICENSEE

LICENSEE to provide to the CITY a revenue generation of two dollars (\$2.00) per ticket sold. Payment shall be timely submitted and a complete detailed report of all types of ticket sales including complimentary tickets shall be made within thirty (30) days of the Event conclusion. Ticket reconciliation and submittal report shall be accounted for as outlined in Exhibit C.

Licensee shall pay a deposit of fifty thousand dollars (\$50,000.00) to City no later than three months prior to the event, Deposit will be refunded after the Property has been inspected and confirmed restored to the same condition which existed prior to set up of the Event. If Property, or any portion thereof, shall be destroyed, damaged, altered, etc. City will take action to repair. Any expenditures that occur from repairs will be deducted from Licensee's deposit. If expenditures surpass the deposit, then Licensee shall be responsible for payment to City to cover remaining repair costs upon submittal of an invoice. The City reserves the right to contract out the work, if necessary, to conduct the repairs. Furthermore, should the City incur any overages as described above, the City reserves the right to deduct the overages from Licensee's deposit.

Maintenance of Traffic - No less than six (6) weeks prior to the opening day of the Event, Licensee shall provide to the City a preliminary construction and traffic flow schedule including opening and closing times for all streets or lanes and including the use of variable message signs. Licensee shall provide a final Maintenance of Traffic plan ("MOT plan") no later than two (2) weeks prior to opening day of the Event for the City's review and approval. No additional street or lane closures will be permitted unless included in the MOT Plan and approved by the City.

Trash and Clean-up of Permitted Area - City shall be responsible for clean-up and removal of debris and trash from the Permitted Area during and after the Event. Licensee shall further be responsible for dismantling and removing all supplies and equipment, including booths, tents, stages, temporary fencing, display areas, port-o-lets, and all other temporary facilities.

City Booth - The City shall be provided at no charge a standard size booth in the main vendor tent or location for City's own use.

Exhibit A
Scope of Authorization

Parking No less than six (6) weeks prior to the first day of the Event, Licensee shall provide to the City a parking plan to include a site map that displays the following: available parking to patrons, City staff and vendor parking, water taxis, talent parking, rideshare pick up and drop off locations, shuttle route map, and list of adequate signage to direct patrons to and from the Event. The City, through traffic control and life safety personnel, shall evaluate the proposed parking plan. If during City's evaluation it is found that the parking plan could cause potential safety concerns, City shall provide Licensee with a detailed breakdown of the City's concerns and Licensee shall modify the parking plan to rectify said safety concerns.

Shuttles - Licensee shall be solely responsible for securing adequate number of shuttles to provide patrons free transportation to and from the Event. Licensee shall secure offsite parking for patrons and shuttle pick up and drop off locations. Payment, scheduling and maintenance of shuttle service shall be the sole responsibility of Licensee. City will work with Licensee to ensure an adequate number of shuttles are secured for the annual Event.

Notification of Surrounding Businesses - At least four (4) weeks prior to the Event, Licensee shall be required to provide all residences and businesses within one mile of the Event, written notice of the Event to include dates, times, location and all associated road closures and also provide CITY a copy of such notice.

Licensee shall make every reasonable attempt to make sure that City concerns in regards to traffic, safety concerns, noise and nuisance are met prior to each event.

Concession Rights - are to be granted upon satisfactory proof to City at least fourteen (14) days prior to "Event" that all required permits have been obtained, including, but not limited to, those required by the Florida Department of Business Regulation's Division of Alcoholic Beverages and Tobacco, etc.

Licensee shall:

1. Licensee shall be responsible for dismantling and removing all supplies and equipment, including booths, box offices, tents, stages, temporary fencing, display areas, port-o-lets, and all other temporary facilities.
2. Provide and compensate all artists and talent for the shows.
3. Provide all necessary equipment, fabrication of staging, and removal of equipment and staging for the Event. This shall include, but not be limited to tenting, stage, sound, lights, video, temporary fencing, etc.
4. Provide and if required, compensate all fully licensed food and beverage operations.
5. Provide, schedule, maintain and pay of all portable toilets necessary for the Event.
6. Provide all staff and logistics necessary to conduct the Event (excluding staff and in kind benefits provided by City above), including box office staffing.

Exhibit A
Scope of Authorization

7. Be solely responsible for all payments to City for police (BSO) and traffic control personnel and equipment, regardless of the cost.
8. Be solely responsible for all payments to City for fire prevention and life safety personnel and equipment regardless of the cost.
9. Solely responsible for all water and electrical requirements as it pertains to the event.
10. Provide and compensate private security to encompass the stage (Front and Back), and the artists' compound.
11. Provide nationwide mass marketing campaign promoting the event, to include, but not be limited to print, social media and television advertisement.
12. Secure all Event sponsorship.
13. Multiple Logo and Branding Recognition for City.