

Exhibit A Scope of Authorization

A. Introduction

LS Events, LLC (Licensee), to host a Brazilian Festival (Event) on the City of Pompano Beach's Community Park and Amphitheater (see footprint below). The Event will showcase Brazilian-themed national and international live music acts, local food, beverage and merchandise sales.

B. Objective

To provide a Brazilian-themed Festival at the City of Pompano Beach's Community Park in efforts to attract tourism, and provide entertainment to the City's residents and visitors in the year 2020.

C. Scope of Work

Licensee shall coordinate with the City's Recreation Program Administrator or Designee (Designee) on specific dates and times prior 2020 Event Dates shall be agreed upon at least nine (9) months prior to the 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.

Due to the amphitheater construction that was approved as part of the general obligation bond, the amphitheater grounds and restrooms may not be available for use during the event timeframe. Licensee shall provide any additional port-a-lets or facilities required for the event should the amphitheater grounds and restrooms are not available.

The term of this agreement will be for one (1) year with no renewals. The Event will take place in the year 2020. Three (3) months prior to the Event, Licensee shall coordinate logistics meetings with City to finalize City's and Licensee's responsibilities and Event planning. City may request additional meetings, as it deems necessary, to finalize details of the Event.

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.
2. Provide assistance with permitting process by signing off as Property Owner. City will assist Licensee with internal City permits and their processing.
3. 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.
4. City will provide logistical help with MOT plan creation as it is related to the Event.

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As stated in Exhibit E "City's In-Kind Benefits to Licensee, 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. Payment is to be made within ten (10) days after presentation of detailed breakdown and/or receipt of invoice.

Location Footprint for Event



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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:

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:

Licensee's Deposit-Licensee shall pay a deposit of five thousand dollars (\$5,000.00) to City no later than three (3) 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.

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Trash and Clean-up of Permitted Area - Licensee shall 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. Additionally, Licensee shall be responsible for any tasks that are not listed or are part of the mutually agreed to City's in kind benefits, including trash cleanup and restroom attendant personnel during and after the Event. Licensee shall be responsible of disposing of any used cooking oil collected and proper disposal. Clean up of Event area shall be completed by Licensee within forty-eight (48) hours of the Event's completion.

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.

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, 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.

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. 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.

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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, schedule and pay all restroom attendant personnel for the Event.
7. Provide all staff and logistics necessary to conduct the Event (excluding staff and in kind benefits provided by City above), including box office staffing.
8. Be solely responsible for all payments to City for police (BSO) and traffic control personnel and equipment, regardless of the cost.
9. Be solely responsible for all payments to City for fire prevention and life safety personnel and equipment regardless of the cost.
10. Solely responsible for all water and electrical requirements as it pertains to the event.
11. Provide and compensate private security to encompass the stage (Front and Back), and the artists' compound.
12. Provide nationwide mass marketing campaign promoting the event, to include, but not be limited to print, social media and television advertisement.
13. Secure all Event sponsorship.
14. Multiple Logo and Branding Recognition for City.
15. Cooperate with the City in attending logistics meetings and providing the information required by City.