

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 2, 2010

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** **A)** a non-standard Amphitheater Rental Agreement with promoter AEG Live SE, LLC for the presentation of a Willie Nelson concert on February 13, 2010; **B)** a non-standard Amphitheater Rental Agreement with promoter AEG Live SE, LLC for the presentation of a Tegan and Sara concert on February 21, 2010; and **C)** a non-standard Amphitheater Rental Agreement with promoter AEG Live SE, LLC for the presentation of a Yes Band concert on February 28, 2010, at Sunset Cove Amphitheater.

**Summary:** The Parks and Recreation Department (Department) utilizes a standard Amphitheater Rental Agreement which is executed at the Department level. However, non-standard Amphitheater Rental Agreements are sometimes required to satisfy the complexity of specific entertainment terms of a given promoter. Promoter, AEG Live, has requested modifications to the approved standard agreement language. The modifications clarify the responsibilities and expectations of both the County and AEG Live for damages, personal injury, and indemnification. The standard Amphitheater Rental Agreement holds the County potentially liable in the event damage or injury is caused solely by the County's willful misconduct or negligence. These non-standard Amphitheater Rental Agreements hold the County potentially liable in the event damage or injury is caused by the County. District 5 (AH)

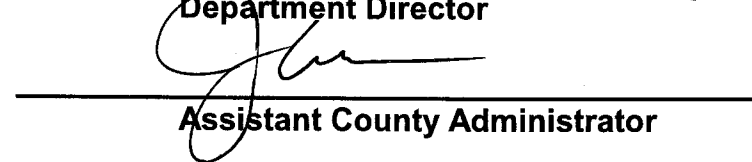
**Background and Justification:** On February 24, 2009 (R2009-0335) and October 20, 2009 (R2009-1807), the Department was authorized by the Board to execute a standard Amphitheater Rental Agreement. The standard agreement is utilized in most instances for rental of County Amphitheaters and can be executed at the Department level. However, modifications to the approved standard agreement language is necessary to clarify specific terms and conditions with promoter AEG Live to present the Willie Nelson concert on February 13, 2010, the Tegan and Sara concert on February 21, 2010 and the Yes Band concert on February 28, 2010, at the Sunset Cove Amphitheater. These non-standard agreements specifically clarify the responsibilities and expectations of both the County and promoter AEG Live for damages, personal injury, and indemnification. The Agreement releases AEG Live from liability to the extent such damage or injury is caused by the County's willful misconduct or negligence. Board approval is required to move forward with these non-standard agreements.

**Attachments:**

- 1) Amphitheater Rental Agreement for the Willie Nelson Concert
- 2) Amphitheater Rental Agreement for the Tegan and Sara Concert
- 3) Amphitheater Rental Agreement for the Yes Band Concert

Recommended by:   
Department Director

1/21/10  
Date

Approved by:   
Assistant County Administrator

1/26/10  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

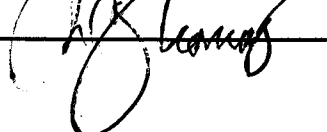
Fiscal Years	2010	2011	2012	2013	2014
Grant Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>12,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(30,250)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<b><u>(18,250)</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Department 580 Unit 5207  
 Object 3403/Revenue 4735 Program N/A

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

FUND: General Fund  
 UNIT: Amphitheaters

Revenue	0001-580-5207	(\$30,250)
Expenses	0001-580-5207	<u>\$12,000</u>
Total		<u>(\$18,250)</u>

**C. Departmental Fiscal Review:** \_\_\_\_\_  


**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

\_\_\_\_\_  
 OFMB  
 11/25/10  
 OK 1/25/12  
 SD 1/25/12

\_\_\_\_\_  
 Contract Development and Control  
 1/26/10

**B. Legal Sufficiency:**

\_\_\_\_\_  
 Anne Wilgert 1/26/10  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

This summary is not to be used as a basis for payment

**AMPHITHEATER RENTAL AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and AEG Live SE, LLC. hereinafter referred to as "Renter", whose address is 1800 Australian Ave. South, Suite 201, West Palm Beach, Florida 33409.

**WITNESSETH:**

**WHEREAS**, the County desires to rent the Sunset Cove Amphitheater, hereinafter referred to as the "Facility", as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, Renter desires to utilize the Facility to provide entertainment; and

**WHEREAS**, Renter has the knowledge, ability, and equipment to provide such entertainment; and

**WHEREAS**, providing entertainment at the Facility serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the County and Renter hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Term:** The Renter shall commence Facility rental on **Sunday February 21, 2010** at 7:00 AM and shall complete all services by **Monday February 22, 2010 at 3:00 AM** for the purpose of a **Tegan and Sara Concert**, as more particularly described in Exhibit "B", attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the County.
3. **Payments To County:** Renter shall pay County a rental deposit, detailed in Exhibit "C" attached hereto and incorporated herein by reference, which includes Five Hundred Dollars (\$500.00) for rental of the Facility and \$2,500 or 10% of the adjusted gross (total sales net of taxes), to a maximum cap of \$12,000 whichever is greater. The total rental fee and any costs incurred by the County on behalf of the Renter, less any rental deposit outlined in Exhibit "C" shall be due at settlement immediately following the event and determined using a Rental Settlement Form as detailed in Exhibit "D", attached hereto and incorporated herein by reference.

Renter shall also pay a refundable damage deposit, detailed in Exhibit "C", in the amount of Two Hundred and Fifty dollars(\$250.00) to be refunded within 15 days of County determining the Facility was returned to County undamaged, and in the same condition prior to Renter's use of the Facility.

4. **County Responsibilities:**
  - A. The County shall furnish for ordinary use, in consideration of the payment of the rental fee amount: a clean Facility; restrooms; drinking fountains; climate control in backstage portions of the Facility, dressing rooms and production office, and minimum management staff during the terms outlined in this Agreement.
  - B. The County shall furnish, in consideration of the payment of the event recovery costs: services, equipment, materials, and technicians, as outlined in Exhibit "C". The Renter understands and agrees that the County will not furnish any technicians, equipment, services, materials, etc. unless otherwise provide for in Exhibit "C" of this Agreement.
  - C. County reserves the right through its Facility Manager and its representatives to approve all aspects of an event including but not limited to activities, equipment, materials, merchandising, entertainment and

programs sponsors associated with a rental in advance of booking an event. Renter agrees that in the event the County objects to the content of the scheduled rental due to obscene, immoral or lewd nature of the proposed rental event, the rental will be cancelled at no cost or penalty to the County.

- D. County reserves the right through its Facility Manager and its representatives to enter any portion of the Facility and to eject any objectionable person or persons from said Facility and upon the exercise of this authority, the Renter hereby waives any right and all claims for damages against the County, except to the extent that such suits, losses, damages and expense arise from The County, the Facility manager, staff, its agents or employees willful misconduct or negligence.
- E. The County reserves the right to remove from the Facility all effects remaining in the Facility after the term specified in Section 2 above, at the sole expense of Renter and without any liability on the part of the County. The property will be considered abandoned if Renter fails to claim any articles left at the Facility 10 days after the rental date. All abandoned property will be disposed of by the County at its sole discretion.
- F. The County reserves the right to control the management of the Facility and enforce all county, state, local and federal rules. The Facility and keys shall at all times, be under the charge and control of the Facility Manager.
- G. The County shall have the sole right to collect and maintain the custody of any articles left, lost or checked in the Facility by persons attending any performance, exhibition or entertainment given or held in the Facility, and Renter or any person in Renter's employ shall not collect nor interfere with the collection or custody of such articles.
- H. Any matters not herein expressly provided for shall be left to the sole discretion of the Facility Manger, whose decision shall be final.

5. Renter's Responsibilities:

- A. The Renter shall not do or permit to be done anything in or upon any portion of the Facility or bring or keep anything therein or thereupon which in any way increase the fate of fire or public liability insurance, or conflict with the regulations of the Fire Department or with any county, state, local or federal rules and regulations.
- B. Renter shall not, without the written consent of the County, put up or operate any engine or motor, or machinery at the Facility, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the premises. Renter shall not use pyrotechnics of any kind without the prior written approval of the County.
- C. Renter shall not undertake or participate in any business, exhibit or activity during the rental period other than herein specified. Renter shall not permit the Facility to be used for lodging or for any improper, immoral or objectionable purpose. Renter shall neither assign this Agreement without the prior written consent of the County nor suffer any use of said Facility other than herein specified, nor shall Renter sublease the Facility in whole or in part.
- D. Renter represents that it has inspected the Facility and that the Facility is in proper condition for rental. Renter agrees that the Facility, equipment, and materials have been inspected and that same are adequate and in proper condition for the uses contemplated herein, and that Renter accepts same as is with all defects, latent and patent, if any.
- E. Renter shall arrange and pay for the printing of tickets, the form and content of which shall be approved by County and shall be in accord with accepted procedures for good accounting.
- F. Renter shall not admit into the Facility a larger number of persons than the area of capacity will accommodate. Discrepancies regarding the capacity shall be determined by the Facility Manager whose decision regarding maximum capacity shall be final.

- G. Renter hereby expressly waives any and all claims for compensation for any and all loss or damage sustained because of the failure or impairment of the water supply or electrical systems, leading to or on the Facility premises, except to the extent that such losses, damages and expense arise from The County, the Facility manager, staff, its agents or employees willful misconduct or negligence.
- H. Renter shall be responsible for ascertaining what licenses or permits are necessary to be obtained under the Copyright Regulations of Title 17 of the United States Code. Further, the Renter agrees to indemnify the County and its agents for any expenses incurred as a result of the failure to obtain said licenses or permits, including, but not limited to fines or damages collected against the County or County's agents, any attorney's fees and court costs, and for any expenses incurred as a result of Renter's failure to otherwise satisfy said regulations. If any additional requirements such as specialty certifications, licenses and/or memberships are applicable to the rental of the Facility, Renter shall attach a copy of each to this Agreement as Exhibit "E", attached hereto and incorporated herein by reference.
- I. Renter shall break down and remove all equipment and other materials it brings to the Facility immediately upon completion of the rental, and shall leave the Facility in the same condition the Facility was in prior to the rental.
- J. All vehicles belonging to Renter or Renter's employees or agents shall be parked in agreed upon assigned areas.
- K. Renter shall comply in all material respects with all federal and state laws and regulations and all applicable County ordinances and regulations and all Department standard operating procedures, Facility rules and regulations and the Promoter's Information Kit.

6. Cancellation and Postponement of Event:

- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours notice prior to the scheduled rental. Upon cancellation due to inclement weather, acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, County and Renter may negotiate another date for rental of the Facility by Renter, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within five (5) business days after cancellation, a refund, less expenses incurred by the County shall be made to Renter and any expenses incurred by the County in connection therewith, shall be payable by the Renter to County as liquidated damages, and not by penalty. County shall not be liable for any lost profits or damages claimed by Renter. County reserves the right, without liability, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.
- B. If in the event of sickness or act of nature that prevent the Renter from renting the Facility as agreed upon in this Agreement, no refund shall be made to Renter and all expenses incurred by the County in connection therewith, shall be payable by the Renter to County as liquidated damages, and not by way of penalty, except to the extent such termination is due to a Force Majeure or County's default.
- C. If in the reasonable discretion of County, Renter is not using the Facility in accordance with this Agreement, this Agreement shall be terminated, and no refund shall be made to Renter.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Renter. County shall not be liable to Renter for any lost profits or damages claimed by Renter. Upon early termination by County, County shall refund Renter's full rental fee, damage deposit and event recovery costs within 30 days after termination.

- 7. Performing Rights: County shall not use or endorse the Renter's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the rental, for the sole purpose of future promotion of the Facility. County agrees that it shall not transmit directly from the Facility, at the time of the

rental, any part of such recording absent a specific written agreement between the parties to this Agreement permitting such transmission. All broadcasting, recording and photography must be approved in advance by Artist. Artist reserves the right to videotape and record performance for archival purposes.

8. **Assignment:** Renter shall not assign, transfer or otherwise encumber this Agreement or any part thereof, in any manner without the prior written consent of the County, except to a parent or affiliate company under common control. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
9. **Representatives:** The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Renter's representative for this Agreement is John Valentino, telephone no. 561-681-5600.
10. **Damages:** If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, patrons, contractors, guests or any persons admitted into the Facility by Renter, Renter shall pay to the County upon demand, such sum as shall be necessary to restore said damaged Facility to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all persons admitted into the Facility by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter, and the Renter agrees to have on hand at all times, at its own expense, such security forces as outlined in Exhibit "A".

Renter shall not injure, mar, nor in any manner deface the Facility, and shall not cause or permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the Facility. Renter shall not paint anything within the Facility. Renter shall not post or exhibit or allow to be posted or exhibited, signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front of the Facility without the Facility Manager's prior written approval.

The County shall not be responsible for any property damage or personal injury that may result due to the Renter or the Renter's agents, servants, contractors, employees, patrons, exhibitors, contestants, guests or invitees from any cause whatsoever, prior, during or subsequent to the period covered by this Agreement; and the Renter hereby expressly releases County from and agrees to indemnify the County against any and all claims for such loss, damage or injury, except to the extent such damage or personal injury is caused by the negligence or willful misconduct of the County.

11. **Indemnification:** Renter shall conduct its rental activities and the activities of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Renter, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Renter, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or on the use of the Facility by Renter, its agents, employees or subcontractors, except to the extent such claims, suits, actions, damages, liabilities, expenditures or causes of action is cause by the negligence or willful misconduct of County. County shall not be liable for any property damage or bodily injury sustained by Renter, its employees, agents or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement. This provision shall survive termination or expiration of this Agreement.
12. **Insurance:** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the rights to require insurance coverages throughout the term of this Agreement. Renter shall procure and maintain for the term of this Agreement at its own expense, insurance coverage which will name Palm Beach County Board of County Commissioners as "Additionally Insured" in the Description of Operations section and said copy of insurance shall be submitted to the County not less than fifteen (15) days prior to Facility rental. Evidence of the required insurance by way of a Certificate of Insurance shall be subject to approval by the Risk Management Department as to the form, adequacy and documentation of insurance coverage. Renter shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits

(including endorsements), as follows:

- A. Commercial General Liability with limits of at least \$1,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis;
- B. If alcoholic beverages (including beer, wine and spirits) are for sale at the event the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of \$1,000,000 each occurrence. A liquor license is required;
- C. If no admission fee or similar fee is charged at the event and alcoholic beverages are served at no charge, the Certificate of Insurance must state that Host Liquor Liability Coverage has been secured with a minimum of liability of \$1,000,000 each occurrence;
- D. If the County determines special liability coverage is required, the Renter shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits as described in Exhibit "E".
- E. Insurers with a minimum AM Best rating of B+VIII and authorized to write insurance in the State of Florida is required.

Renter shall provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Renter to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Renter under this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

13. Notices: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Recreation Services  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the Renter shall be mailed to:

RENTER'S Name: John Valentino, Senior V.P.  
AEG Live, SE, LLC.

RENTER'S Address: 1800 Australian Ave. So., Suite 201  
West Palm Beach, Fl. 33409

RENTER'S Phone No: 561-681-5600

14. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Renter.
15. Authorization: Any individual executing this Agreement on behalf of Renter warrants he or she has full legal authority to do so, and his/her execution shall bind the Renter, its employees, agents and subcontractors to the terms and conditions herein.
16. Availability of Funds: The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

17. **Arrears:** The Renter shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Renter further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
18. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Renter certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The County and the Renter agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
21. **Waiver:** Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
22. **Nondiscrimination:** Renter warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)



IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the County, and the Renter, has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

~~XXXXXXXX~~ Burt Aaronson, Chair

WITNESS: Tom Landry

AECLive SE, LLC  
[Signature]  
Signature

Reggie A. Valente

John Valentino  
Typed name

SE-V.P.  
Title

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Director, Parks and Recreation Department

**Exhibit A**

Description of amphitheater rental area (lawn, stage, backstage, etc...)

Full facility, amphitheater staff, public restrooms, overflow parking area and adjacent parking areas.

## **Exhibit B**

### **Event Description**

Host Organization: AEG Live SE, LLC.

Event to Benefit: AEG Live SE, LLC.

Event Location: Sunset Cove Amphitheater, South County Regional Park, Boca Raton

### Description of Event:

Event Date(s): Sunday February 21 Times: 8:00 PM to 11:00 PM

### Areas/Amenities to be Used:

Full facility and surrounding parking areas

### Amenities to be Brought to Venue:

Backline, monitors, microphones, stands, cables, spot lights, sound & light production staff, event gate security staff, event parking staff, rigging staff, trusses, lights, ticket takers, ushers, talent, VIP tents, tables and chairs, vendors, freezers, generators, BBQ's, oil fryers, ice machines, stage decorations, banners, hospitality riders.

### Detailed Event Description (purpose, entertainment, merchandising, etc...):

This event will provide economic enhancement to the community as well as to provide a wholesome, recreational and cultural experience while motivating the mind, body and soul with musical entertainment. Assorted merchandise and food/beverages will be for sale. Estimated attendance is 3,000.

**Exhibit C**

**Amphitheaters Rental Fee Schedule**

**Sunset Cove Amphitheater**

Rental Deposit Fee	\$ 500.00/event
Amphitheater Rental Fee	\$ 2,500.00 or 10% of the adjusted gross (total sales net of taxes), to a maximum of cap of \$12,000.00 whichever is greater.
Refundable Damage Deposit Fee	\$ 250.00/event

Amphitheater will arrange and provide, at it's sole expense, temporary parking lot lights, port-a-lets and fencing (if needed), event maintenance, electrician, additional dumpsters, PBSO security and EMS.

**Exhibit D**

**AEG Live SE, LLC. Rental Settlement Form  
TEGAN AND SARA  
21-Feb-10**

4721-09	Administrative Fee	
Description:		\$ -
4729-01	Pavilion Rental Fee	
Description:		\$ -
4725-00	Facility Rental Fee	
Description:		\$ -
2170-00	Sales Tax	
Discretionary Sales Surtax (.5%)		\$ -
4729-03	Concessions/Vendor Fee	
Description:		\$ -
4734-00	Equipment Rental Fee	
Description:		\$ -
4729-14	Charges for Services	
Description:		\$ -
4729-15	Law Enforcement Services	
Description:		\$ -
4729-07	TULIP Fee	
Description:		\$ -

**Subtotal** \$ -

0001-2230-AMAD      Rental Deposit  
Paid on \_\_\_ / \_\_\_ / \_\_\_

**Less** \$ -

**Amount Due** \$ -

\_\_\_\_\_  
**Facility Manager**

\_\_\_\_\_  
**Renter**

\_\_\_\_\_  
**Date**

**Exhibit E**

**See attached**

**AMPHITHEATER RENTAL AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and AEG Live SE, LLC. hereinafter referred to as "Renter", whose address is 1800 Australian Ave. South, Suite 201, West Palm Beach, Florida 33409.

**WITNESSETH:**

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**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the County and Renter hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Term:** The Renter shall commence Facility rental on **Sunday February 28, 2010** at 7:00 AM and shall complete all services by **Monday March 1, 2010 at 3:00 AM** for the purpose of a **YES Band** Concert, as more particularly described in Exhibit "B", attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the County.
3. **Payments To County:** Renter shall pay County a rental deposit, detailed in Exhibit "C" attached hereto and incorporated herein by reference, in the amount of Five Hundred dollars (\$500.00) for rental of the Facility which shall be utilized as described above. The total rental fee and any costs incurred by the County on behalf of the Renter, less any rental deposit outlined in Exhibit "C" shall be due at settlement following the event and determined using a Rental Settlement Form as detailed in Exhibit "D", attached hereto and incorporated herein by reference.

Renter shall also pay a refundable damage deposit, detailed in Exhibit "C", in the amount of Two Hundred and Fifty dollars(\$250.00) to be refunded within 15 days of County determining the Facility was returned to County undamaged, and in the same condition prior to Renter's use of the Facility.

4. **County Responsibilities:**
  - A. The County shall furnish for ordinary use, in consideration of the payment of the rental fee amount: a clean Facility; restrooms; drinking fountains; climate control in backstage portions of the Facility, dressing rooms and production office, and minimum management staff during the terms outlined in this Agreement.
  - B. The County shall furnish, in consideration of the payment of the event recovery costs: services, equipment, materials, and technicians, as outlined in Exhibit "C". The Renter understands and agrees that the County will not furnish any technicians, equipment, services, materials, etc. unless otherwise provide for in Exhibit "C" of this Agreement.
  - C. County reserves the right through its Facility Manager and its representatives to approve all aspects of an event including but not limited to activities, equipment, materials, merchandising, entertainment and programs sponsors associated with a rental in advance of booking an event. Renter agrees that in the

programs sponsors associated with a rental in advance of booking an event. Renter agrees that in the event the County objects to the content of the scheduled rental due to obscene, immoral or lewd nature of the proposed rental event, the rental will be cancelled at no cost or penalty to the County.

- D. County reserves the right through its Facility Manager and its representatives to enter any portion of the Facility and to eject any objectionable person or persons from said Facility and upon the exercise of this authority, the Renter hereby waives any right and all claims for damages against the County, except to the extent that such suits, losses, damages and expense arise from The County, the Facility manager, staff, its agents or employees willful misconduct or negligence.
- E. The County reserves the right to remove from the Facility all effects remaining in the Facility after the term specified in Section 2 above, at the sole expense of Renter and without any liability on the part of the County. The property will be considered abandoned if Renter fails to claim any articles left at the Facility 10 days after the rental date. All abandoned property will be disposed of by the County at its sole discretion.
- F. The County reserves the right to control the management of the Facility and enforce all county, state, local and federal rules. The Facility and keys shall at all times, be under the charge and control of the Facility Manager.
- G. The County shall have the sole right to collect and maintain the custody of any articles left, lost or checked in the Facility by persons attending any performance, exhibition or entertainment given or held in the Facility, and Renter or any person in Renter's employ shall not collect nor interfere with the collection or custody of such articles.
- H. Any matters not herein expressly provided for shall be left to the sole discretion of the Facility Manger, whose decision shall be final.

5. Renter's Responsibilities:

- A. The Renter shall not do or permit to be done anything in or upon any portion of the Facility or bring or keep anything therein or thereupon which in any way increase the rate of fire or public liability insurance, or conflict with the regulations of the Fire Department or with any county, state, local or federal rules and regulations.
- B. Renter shall not, without the written consent of the County, put up or operate any engine or motor, or machinery at the Facility, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the premises. Renter shall not use pyrotechnics of any kind without the prior written approval of the County.
- C. Renter shall not undertake or participate in any business, exhibit or activity during the rental period other than herein specified. Renter shall not permit the Facility to be used for lodging or for any improper, immoral or objectionable purpose. Renter shall neither assign this Agreement without the prior written consent of the County nor suffer any use of said Facility other than herein specified, nor shall Renter sublease the Facility in whole or in part.
- D. Renter represents that it has inspected the Facility and that the Facility is in proper condition for rental. Renter agrees that the Facility, equipment, and materials have been inspected and that same are adequate and in proper condition for the uses contemplated herein, and that Renter accepts same as is with all defects, latent and patent, if any.
- E. Renter shall arrange and pay for the printing of tickets, the form and content of which shall be approved by County and shall be in accord with accepted procedures for good accounting.
- F. Renter shall not admit into the Facility a larger number of persons than the area of capacity will accommodate. Discrepancies regarding the capacity shall be determined by the Facility Manager whose decision regarding maximum capacity shall be final.



- G. Renter hereby expressly waives any and all claims for compensation for any and all loss or damage sustained because of the failure or impairment of the water supply or electrical systems, leading to or on the Facility premises, except to the extent that such losses, damages and expense arise from The County, the Facility manager, staff, its agents or employees willful misconduct or negligence.
- H. Renter shall be responsible for ascertaining what licenses or permits are necessary to be obtained under the Copyright Regulations of Title 17 of the United States Code. Further, the Renter agrees to indemnify the County and its agents for any expenses incurred as a result of the failure to obtain said licenses or permits, including, but not limited to fines or damages collected against the County or County's agents, any attorney's fees and court costs, and for any expenses incurred as a result of Renter's failure to otherwise satisfy said regulations. If any additional requirements such as specialty certifications, licenses and/or memberships are applicable to the rental of the Facility, Renter shall attach a copy of each to this Agreement as Exhibit "E", attached hereto and incorporated herein by reference.
- I. Renter shall break down and remove all equipment and other materials it brings to the Facility immediately upon completion of the rental, and shall leave the Facility in the same condition the Facility was in prior to the rental.
- J. All vehicles belonging to Renter or Renter's employees or agents shall be parked in agreed upon assigned areas.
- K. Renter shall comply in all material respects with all federal and state laws and regulations and all applicable County ordinances and regulations and all Department standard operating procedures, Facility rules and regulations and the Promoter's Information Kit.

6. Cancellation and Postponement of Event:

- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours notice prior to the scheduled rental. Upon cancellation due to inclement weather, acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, County and Renter may negotiate another date for rental of the Facility by Renter, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within five (5) business days after cancellation, a refund, less expenses incurred by the County shall be made to Renter and any expenses incurred by the County in connection therewith, shall be payable by the Renter to County as liquidated damages, and not by penalty. County shall not be liable for any lost profits or damages claimed by Renter. County reserves the right, without liability, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.
- B. If in the event of sickness or act of nature that prevent the Renter from renting the Facility as agreed upon in this Agreement, no refund shall be made to Renter and all expenses incurred by the County in connection therewith, shall be payable by the Renter to County as liquidated damages, and not by way of penalty, except to the extent such termination is due to a Force Majeure or County's default.
- C. If in the reasonable discretion of County, Renter is not using the Facility in accordance with this Agreement, this Agreement shall be terminated, and no refund shall be made to Renter.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Renter. County shall not be liable to Renter for any lost profits or damages claimed by Renter. Upon early termination by County, County shall refund Renter's full rental fee, damage deposit and event recovery costs within 30 days after termination.

7. Performing Rights: County shall not use or endorse the Renter's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the rental, for the sole purpose of future promotion of the Facility. County agrees that it shall not transmit directly from the Facility, at the time of the

rental, any part of such recording absent a specific written agreement between the parties to this Agreement permitting such transmission. All broadcasting, recording and photography must be approved in advance by Artist. Artist reserves the right to videotape and record performance for archival purposes.

8. **Assignment:** Renter shall not assign, transfer or otherwise encumber this Agreement or any part thereof, in any manner without the prior written consent of the County, except to a parent or affiliate company under common control. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
9. **Representatives:** The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Renter's representative for this Agreement is John Valentino, telephone no. 561-681-5600.
10. **Damages:** If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, patrons, contractors, guests or any persons admitted into the Facility by Renter, Renter shall pay to the County upon demand, such sum as shall be necessary to restore said damaged Facility to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all persons admitted into the Facility by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter, and the Renter agrees to have on hand at all times, at its own expense, such security forces as outlined in Exhibit "A".

Renter shall not injure, mar, nor in any manner deface the Facility, and shall not cause or permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the Facility. Renter shall not paint anything within the Facility. Renter shall not post or exhibit or allow to be posted or exhibited, signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front of the Facility without the Facility Manager's prior written approval.

The County shall not be responsible for any property damage or personal injury that may result due to the Renter or the Renter's agents, servants, contractors, employees, patrons, exhibitors, contestants, guests or invitees from any cause whatsoever, prior, during or subsequent to the period covered by this Agreement; and the Renter hereby expressly releases County from and agrees to indemnify the County against any and all claims for such loss, damage or injury, except to the extent such damage or personal injury is caused by the negligence or willful misconduct of the County.

11. **Indemnification:** Renter shall conduct its rental activities and the activities of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Renter, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Renter, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or on the use of the Facility by Renter, its agents, employees or subcontractors, except to the extent such claims, suits, actions, damages, liabilities, expenditures or causes of action is cause by the negligence or willful misconduct of County. County shall not be liable for any property damage or bodily injury sustained by Renter, its employees, agents or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement. This provision shall survive termination or expiration of this Agreement.
12. **Insurance:** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the rights to require insurance coverages throughout the term of this Agreement. Renter shall procure and maintain for the term of this Agreement at its own expense, insurance coverage which will name Palm Beach County Board of County Commissioners as "Additionally Insured" in the Description of Operations section and said copy of insurance shall be submitted to the County not less than fifteen (15) days prior to Facility rental. Evidence of the required insurance by way of a Certificate of Insurance shall be subject to approval by the Risk Management Department as to the form, adequacy and documentation of insurance coverage. Renter shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits

(including endorsements), as follows:

- A. Commercial General Liability with limits of at least \$1,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis;
- B. If alcoholic beverages (including beer, wine and spirits) are for sale at the event the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of \$1,000,000 each occurrence. A liquor license is required;
- C. If no admission fee or similar fee is charged at the event and alcoholic beverages are served at no charge, the Certificate of Insurance must state that Host Liquor Liability Coverage has been secured with a minimum of liability of \$1,000,000 each occurrence;
- D. If the County determines special liability coverage is required, the Renter shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits as described in Exhibit "E".
- E. Insurers with a minimum AM Best rating of B+VIII and authorized to write insurance in the State of Florida is required.

Renter shall provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Renter to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Renter under this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Recreation Services  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the Renter shall be mailed to:

RENTER'S Name: John Valentino, Senior V.P.  
AEG Live, SE, LLC.

RENTER'S Address: 1800 Australian Ave. So., Suite 201  
West Palm Beach, Fl. 33409

RENTER'S Phone No: 561-681-5600

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Renter.
15. **Authorization:** Any individual executing this Agreement on behalf of Renter warrants he or she has full legal authority to do so, and his/her execution shall bind the Renter, its employees, agents and subcontractors to the terms and conditions herein.
16. **Availability of Funds:** The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

17. **Arrears:** The Renter shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Renter further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
18. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Renter certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The County and the Renter agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
21. **Waiver:** Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
22. **Nondiscrimination:** Renter warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the County, and the Renter, has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

~~XXXXXXXX~~ Burt Aaronson, Chair

WITNESS: Tom Landry

AEG Live SE, LLC  
[Signature]  
Signature

[Signature]

John Valentino  
Typed name

Sr. V.P.  
Title

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS  
By: [Signature]  
Director, Parks and Recreation Department

**Exhibit A**

**Description of amphitheater rental area:**

**Full facility, amphitheater staff, public restrooms, overflow parking area and adjacent parking areas.**

**Exhibit B**

**Event Description**

Host Organization: AEG Live SE, LLC.

Event to Benefit: AEG Live SE, LLC.

Event Location: Sunset Cove Amphitheater, South County Regional Park, Boca Raton

Description of Event:

Event Date(s): Sunday February 28/10

Times: 8:00 PM to 11:00 PM

Areas/Amenities to be Used:

Full facility and surrounding parking areas

Amenities to be Brought to Venue:

Backline, monitors, microphones, stands, cables, spot lights, sound & light production staff, event gate security staff, rigging staff, trusses, lights, event parking staff, ticket takers, ushers, talent, VIP tents, tables and chairs, vendors, freezers, generators, BBQ's, oil fryers, ice machines, stage decorations, banners, hospitality riders.

Detailed Event Description (purpose, entertainment, merchandising, etc...):

This event will provide economic enhancement to the community as well as to provide a wholesome, recreational and cultural experience while motivating the mind, body and soul with musical entertainment. Assorted merchandise and food/beverages will be for sale. Estimated attendance is 4,500.

**Exhibit C**

**Amphitheaters Rental Fee Schedule**

**Sunset Cove Amphitheater**

Rental Deposit Fee	\$ 500.00/event
Amphitheater Rental Fee	\$ 2,500.00 or 10% of the adjusted gross (total sales net of taxes), to a maximum of cap of \$12,000.00 whichever is greater.
Refundable Damage Deposit Fee	\$ 250.00/event

Amphitheater will arrange and provide, at it's sole expense, temporary parking lot lights, port-a-lets and fencing (if needed), event maintenance, electrician, additional dumpsters, PBSO security and EMS.



Exhibit D

**AEG Live SE, LLC. Rental Settlement Form**  
**YES concert**  
**28-Feb-10**

4721-09	Administrative Fee	
Description:		\$ -
4729-01	Pavilion Rental Fee	
Description:		\$ -
4725-00	Facility Rental Fee	
Description:		\$ -
2170-00	Sales Tax	
Discretionary Sales Surtax (.5%)		\$ -
4729-03	Concessions/Vendor Fee	
Description:		\$ -
4734-00	Equipment Rental Fee	
Description:		\$ -
4729-14	Charges for Services	
Description:		\$ -
4729-15	Law Enforcement Services	
Description:		\$ -
4729-07	TULIP Fee	
Description:		\$ -

Subtotal \$ -

0001-2230-AMAD

Rental Deposit

Less \$ -

Paid on \_\_\_ / \_\_\_ / \_\_\_

Amount Due \$ -

\_\_\_\_\_  
 Facility Manager

\_\_\_\_\_  
 Renter

\_\_\_\_\_  
 Date

**Exhibit E**

**Insurance Coverages and Limits**

**See attached**

**AMPHITHEATER RENTAL AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and AEG Live SE, LLC, hereinafter referred to as "Renter", whose address is 1800 Australian Ave. South, Suite 201, West Palm Beach, Florida 33409.

**WITNESSETH:**

**WHEREAS**, the County desires to rent the Sunset Cove Amphitheater, hereinafter referred to as the "Facility", as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, Renter desires to utilize the Facility to provide entertainment; and

**WHEREAS**, Renter has the knowledge, ability, and equipment to provide such entertainment; and

**WHEREAS**, providing entertainment at the Facility serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the County and Renter hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Term:** The Renter shall commence Facility rental on **Saturday February 13, 2010** at 7:00 AM and shall complete all services by **Sunday February 14, 2010 at 3:00 AM** for the purpose of a **WILLIE NELSON** Concert, as more particularly described in Exhibit "B", attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the County.
3. **Payments To County:** Renter shall pay County a rental deposit, detailed in Exhibit "C" attached hereto and incorporated herein by reference, in the amount of Five Hundred dollars (\$500.00) for rental of the Facility which shall be utilized as described above. The total rental fee and any costs incurred by the County on behalf of the Renter, less any rental deposit outlined in Exhibit "C" shall be due at settlement following the event and determined using a Rental Settlement Form as detailed in Exhibit "D", attached hereto and incorporated herein by reference.

Renter shall also pay a refundable damage deposit, detailed in Exhibit "C", in the amount of Two Hundred and Fifty dollars(\$250.00) to be refunded within 15 days of County determining the Facility was returned to County undamaged, and in the same condition prior to Renter's use of the Facility.

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  - A. The County shall furnish for ordinary use, in consideration of the payment of the rental fee amount: a clean Facility; restrooms; drinking fountains; climate control in backstage portions of the Facility, dressing rooms and production office, and minimum management staff during the terms outlined in this Agreement.
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  - C. County reserves the right through its Facility Manager and its representatives to approve all aspects of an event including but not limited to activities, equipment, materials, merchandising, entertainment and programs sponsors associated with a rental in advance of booking an event. Renter agrees that in the

programs sponsors associated with a rental in advance of booking an event. Renter agrees that in the event the County objects to the content of the scheduled rental due to obscene, immoral or lewd nature of the proposed rental event, the rental will be cancelled at no cost or penalty to the County.

- D. County reserves the right through its Facility Manager and its representatives to enter any portion of the Facility and to eject any objectionable person or persons from said Facility and upon the exercise of this authority, the Renter hereby waives any right and all claims for damages against the County, except to the extent that such suits, losses, damages and expense arise from The County, the Facility manager, staff, its agents or employees willful misconduct or negligence.
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- F. The County reserves the right to control the management of the Facility and enforce all county, state, local and federal rules. The Facility and keys shall at all times, be under the charge and control of the Facility Manager.
- G. The County shall have the sole right to collect and maintain the custody of any articles left, lost or checked in the Facility by persons attending any performance, exhibition or entertainment given or held in the Facility, and Renter or any person in Renter's employ shall not collect nor interfere with the collection or custody of such articles.
- H. Any matters not herein expressly provided for shall be left to the sole discretion of the Facility Manger, whose decision shall be final.

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- A. The Renter shall not do or permit to be done anything in or upon any portion of the Facility or bring or keep anything therein or thereupon which in any way increase the rate of fire or public liability insurance, or conflict with the regulations of the Fire Department or with any county, state, local or federal rules and regulations.
- B. Renter shall not, without the written consent of the County, put up or operate any engine or motor, or machinery at the Facility, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the premises. Renter shall not use pyrotechnics of any kind without the prior written approval of the County.
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- D. Renter represents that it has inspected the Facility and that the Facility is in proper condition for rental. Renter agrees that the Facility, equipment, and materials have been inspected and that same are adequate and in proper condition for the uses contemplated herein, and that Renter accepts same as is with all defects, latent and patent, if any.
- E. Renter shall arrange and pay for the printing of tickets, the form and content of which shall be approved by County and shall be in accord with accepted procedures for good accounting.
- F. Renter shall not admit into the Facility a larger number of persons than the area of capacity will accommodate. Discrepancies regarding the capacity shall be determined by the Facility Manager whose decision regarding maximum capacity shall be final.

- G. Renter hereby expressly waives any and all claims for compensation for any and all loss or damage sustained because of the failure or impairment of the water supply or electrical systems, leading to or on the Facility premises, except to the extent that such losses, damages and expense arise from The County, the Facility manager, staff, its agents or employees willful misconduct or negligence.
- H. Renter shall be responsible for ascertaining what licenses or permits are necessary to be obtained under the Copyright Regulations of Title 17 of the United States Code. Further, the Renter agrees to indemnify the County and its agents for any expenses incurred as a result of the failure to obtain said licenses or permits, including, but not limited to fines or damages collected against the County or County's agents, any attorney's fees and court costs, and for any expenses incurred as a result of Renter's failure to otherwise satisfy said regulations. If any additional requirements such as specialty certifications, licenses and/or memberships are applicable to the rental of the Facility, Renter shall attach a copy of each to this Agreement as Exhibit "E", attached hereto and incorporated herein by reference.
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- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours notice prior to the scheduled rental. Upon cancellation due to inclement weather, acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, County and Renter may negotiate another date for rental of the Facility by Renter, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within five (5) business days after cancellation, a refund, less expenses incurred by the County shall be made to Renter and any expenses incurred by the County in connection therewith, shall be payable by the Renter to County as liquidated damages, and not by penalty. County shall not be liable for any lost profits or damages claimed by Renter. County reserves the right, without liability, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.
- B. If in the event of sickness or act of nature that prevent the Renter from renting the Facility as agreed upon in this Agreement, no refund shall be made to Renter and all expenses incurred by the County in connection therewith, shall be payable by the Renter to County as liquidated damages, and not by way of penalty, except to the extent such termination is due to a Force Majeure or County's default.
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- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Renter. County shall not be liable to Renter for any lost profits or damages claimed by Renter. Upon early termination by County, County shall refund Renter's full rental fee, damage deposit and event recovery costs within 30 days after termination.

7. Performing Rights: County shall not use or endorse the Renter's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the rental, for the sole purpose of future promotion of the Facility. County agrees that it shall not transmit directly from the Facility, at the time of the

rental, any part of such recording absent a specific written agreement between the parties to this Agreement permitting such transmission. All broadcasting, recording and photography must be approved in advance by Artist. Artist reserves the right to videotape and record performance for archival purposes.

8. **Assignment:** Renter shall not assign, transfer or otherwise encumber this Agreement or any part thereof, in any manner without the prior written consent of the County, except to a parent or affiliate company under common control. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
9. **Representatives:** The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Renter's representative for this Agreement is John Valentino, telephone no. 561-681-5600.
10. **Damages:** If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, patrons, contractors, guests or any persons admitted into the Facility by Renter, Renter shall pay to the County upon demand, such sum as shall be necessary to restore said damaged Facility to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all persons admitted into the Facility by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter, and the Renter agrees to have on hand at all times, at its own expense, such security forces as outlined in Exhibit "A".

Renter shall not injure, mar, nor in any manner deface the Facility, and shall not cause or permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the Facility. Renter shall not paint anything within the Facility. Renter shall not post or exhibit or allow to be posted or exhibited, signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front of the Facility without the Facility Manager's prior written approval.

The County shall not be responsible for any property damage or personal injury that may result due to the Renter or the Renter's agents, servants, contractors, employees, patrons, exhibitors, contestants, guests or invitees from any cause whatsoever, prior, during or subsequent to the period covered by this Agreement; and the Renter hereby expressly releases County from and agrees to indemnify the County against any and all claims for such loss, damage or injury, except to the extent such damage or personal injury is caused by the negligence or willful misconduct of the County.

11. **Indemnification:** Renter shall conduct its rental activities and the activities of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Renter, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Renter, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or on the use of the Facility by Renter, its agents, employees or subcontractors, except to the extent such claims, suits, actions, damages, liabilities, expenditures or causes of action is cause by the negligence or willful misconduct of County. County shall not be liable for any property damage or bodily injury sustained by Renter, its employees, agents or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement. This provision shall survive termination or expiration of this Agreement.
12. **Insurance:** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the rights to require insurance coverages throughout the term of this Agreement. Renter shall procure and maintain for the term of this Agreement at its own expense, insurance coverage which will name Palm Beach County Board of County Commissioners as "Additionally Insured" in the Description of Operations section and said copy of insurance shall be submitted to the County not less than fifteen (15) days prior to Facility rental. Evidence of the required insurance by way of a Certificate of Insurance shall be subject to approval by the Risk Management Department as to the form, adequacy and documentation of insurance coverage. Renter shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits

(including endorsements), as follows:

- A. Commercial General Liability with limits of at least \$1,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis;
- B. If alcoholic beverages (including beer, wine and spirits) are for sale at the event the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of \$1,000,000 each occurrence. A liquor license is required;
- C. If no admission fee or similar fee is charged at the event and alcoholic beverages are served at no charge, the Certificate of Insurance must state that Host Liquor Liability Coverage has been secured with a minimum of liability of \$1,000,000 each occurrence;
- D. If the County determines special liability coverage is required, the Renter shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits as described in Exhibit "E".
- E. Insurers with a minimum AM Best rating of B+VIII and authorized to write insurance in the State of Florida is required.

Renter shall provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Renter to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Renter under this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

13. Notices: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Recreation Services  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the Renter shall be mailed to:

RENTER'S Name: John Valentino, Senior V.P.  
AEG Live, SE, LLC.

RENTER'S Address: 1800 Australian Ave. So., Suite 201  
West Palm Beach, Fl. 33409

RENTER'S Phone No: 561-681-5600

14. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Renter.
15. Authorization: Any individual executing this Agreement on behalf of Renter warrants he or she has full legal authority to do so, and his/her execution shall bind the Renter, its employees, agents and subcontractors to the terms and conditions herein.
16. Availability of Funds: The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

17. **Arrears:** The Renter shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Renter further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
18. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Renter certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The County and the Renter agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
21. **Waiver:** Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
22. **Nondiscrimination:** Renter warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)



IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the County, and the Renter, has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
~~XXXXXXXX~~ Burt Aaronson, Chair

WITNESS: Tom Landry

John Valentino  
Signature

Regina Valentino

John Valentino  
Typed name

Sc. V.P.  
Title

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS  
By: [Signature]  
Director, Parks and Recreation Department

**Exhibit A**

Description of amphitheater rental area:

Full facility, amphitheater staff, public restrooms, overflow parking area and adjacent parking areas.

**Exhibit B**

**Event Description**

Host Organization: AEG Live SE, LLC.

Event to Benefit: AEG Live SE, LLC.

Event Location: Sunset Cove Amphitheater, South County Regional Park, Boca Raton

Description of Event:

Event Date(s): Saturday February 13/10 Times: 8:00 PM to 11:00 PM

Areas/Amenities to be Used:

Full facility and surrounding parking areas

Amenities to be Brought to Venue:

Backline, monitors, microphones, stands, cables, spot lights, sound & light production staff, event gate security staff, rigging staff, trusses, lights, event parking staff, ticket takers, ushers, talent, VIP tents, tables and chairs, vendors, freezers, generators, BBQ's, oil fryers, ice machines, stage decorations, banners, hospitality riders.

Detailed Event Description (purpose, entertainment, merchandising, etc...):

This event will provide economic enhancement to the community as well as to provide a wholesome, recreational and cultural experience while motivating the mind, body and soul with musical entertainment. Assorted merchandise and food/beverages will be for sale. Estimated attendance is 4,500.

**Exhibit C**

**Amphitheaters Rental Fee Schedule**

**Sunset Cove Amphitheater**

Rental Deposit Fee	\$ 500.00/event
Amphitheater Rental Fee	\$ 2,500.00 or 10% of the adjusted gross (total sales net of taxes), to a maximum of cap of \$12,000.00 whichever is greater.
Refundable Damage Deposit Fee	\$ 250.00/event

Amphitheater will arrange and provide, at it's sole expense, temporary parking lot lights, port-a-lets and fencing (if needed), event maintenance, electrician, additional dumpsters, PBSO security and EMS.

**Exhibit D**

**AEG Live SE, LLC. Rental Settlement Form  
Willie Nelson  
13-Feb-10**

4721-09	Administrative Fee	
Description:		\$ -
4729-01	Pavilion Rental Fee	
Description:		\$ -
4725-00	Facility Rental Fee	
Description:		\$ -
2170-00	Sales Tax	
Discretionary Sales Surtax (.5%)		\$ -
4729-03	Concessions/Vendor Fee	
Description:		\$ -
4734-00	Equipment Rental Fee	
Description:		\$ -
4729-14	Charges for Services	
Description:		\$ -
4729-15	Law Enforcement Services	
Description:		\$ -
4729-07	TULIP Fee	
Description:		\$ -

**Subtotal** \$ -

0001-2230-AMAD      Rental Deposit      **Less** \$ -

Paid on \_\_\_ / \_\_\_ / \_\_\_

**Amount Due** \$ -

\_\_\_\_\_  
**Facility Manager**

\_\_\_\_\_  
**Renter**

\_\_\_\_\_  
**Date**

**Exhibit E**

**Insurance Coverages and Limits**

**See attached**