

Agenda Item #3.M.7.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 5, 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 receive and file: executed Amphitheater Rental Agreements received during the months of March, April, June, and August of 2010.

- A) Morgan Renee Live LLC; The Renegade Revival Tour; Sunset Cove Amphitheater for the period April 24, 2010, through April 25, 2010, in an amount not-to-exceed \$12,000;
- B) Bangladesh American Multicultural Organization; Bengali New Year; Canyon Town Center Amphitheater for April 10, 2010, in an amount not-to-exceed \$901.25;
- C) CBS Radio Stations, Inc.; The CBS Fishing Tournament and Concert; Seabreeze Amphitheater for the period June 18, 2010, through June 21, 2010, in an amount not-to-exceed \$2,869.11;
- D) Palm Beach Shakespeare Festival, Inc.; Macbeth; Seabreeze Amphitheater for the period July 6, 2010, through July 26, 2010, in an amount not-to exceed \$0;
- E) AEG Live SE, LLC; Slightly Stoopid; Sunset Cove Amphitheater for the period August 21, 2010, through August 22, 2010, in an amount not-to-exceed \$12,000;
- F) AEG Live SE, LLC; Sublime with Rome; Sunset Cove Amphitheater for the period July 25, 2010, through July 26, 2010, in an amount not-to-exceed \$12,000;
- G) AEG Live SE, LLC; Silversun Pickups; Sunset Cove Amphitheater for the period June 16, 2010, through June 17, 2010, in an amount not-to-exceed \$12,000; and
- H) Guanabanas Restaurant, Inc.; Kayabuya Summer; Seabreeze Amphitheater for the period August 13, 2010, through August 14, 2010, in an amount not-to-exceed \$4,800.

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File agenda item. The attached Amphitheater Rental Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 2009-0335, amended by Resolution 2009-1807, and are now being submitted to the Board to receive and file. Districts 1 and 5 (AH)


Background and Justification: The Amphitheater Rental Agreements (Resolution 2009-0335, amended by Resolution 2009-1807) was adopted by the Board to streamline the process of renting Amphitheater facilities. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Amphitheater Rental Agreements not-to-exceed \$15,000, with rental agreements between \$15,000 and \$50,000 requiring the County Administrator's approval and rental agreements over \$50,000 requiring Board approval.

The Agreements attached have been executed on behalf of the Board by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

Attachments: Amphitheater Rental Agreements (8)

Recommended by: 
Department Director

9/7/10
Date

Approved by: 
Assistant County Administrator

9/15/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</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>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program _____

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

		FY2010	
	Contractor	Revenue	Expense
A	Morgan Renee Live LLC	\$2,500	\$5,235
B	Bangladesh American Multicultural Organization	\$885	\$160
C	CBS Radio Stations Inc.	\$2,694	\$594
D	Palm Beach Shakespeare Festival, Inc	\$0	\$0
E	AEG Live SE, LLC	\$13,427	\$4,811
F	AEG Live SE, LLC	\$12,940	\$3,876
G	AEG Live SE, LLC	\$2,860	\$1,234
H	Guanabanas Restaurant, Inc	\$2,700	\$371
	Totals	\$38,006	\$16,281

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

[Signature]
 OFMB

[Signature] 9/14/10
 Contract Development and Control

B. Legal Sufficiency:

Anne Delgent 9/15/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

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 24th day of March, 2010, 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 Morgan Renee Live LLC, hereinafter referred to as "Renter", whose address is 4340 Main Street, Jupiter, Florida 33458.

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 April 24 at 7:00 AM** and shall complete all services by **Sunday April 25, 2010 at 2:00 AM** for the purpose of "**The Renegade Revival Tour**" featuring **Travis Tritt**, 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) by March 3, 2010 for rental of the Facility which shall be utilized as described above. The total rental fee which shall be Two Thousand and Five Hundred dollars (\$2,500.00) OR ten percent (10%) of gross adjusted sales which ever is greater, 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) to be refunded within 15 days of County determining the County did not incur any costs on behalf of Renter, and 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.
- 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.
- 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.
- 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.

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. 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 Randy Carrillo, telephone no. 561-277-8473.
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.

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. 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: Morgan Renee Live LLC c/o Randy Carrillo

RENTER'S Address: 4340 Main Street, Jupiter, Fl. 33458

RENTER'S Phone No: 561-277-8473

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 parties have hereunto set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS

Kimberly A. McNeelery
SIGNATURE

Kimberly A. McNeelery
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Dennis J. [Signature]
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
(Agreement value up to \$15,000)

COUNTY ADMINISTRATOR
(Agreement value from \$15,001 up to \$50,000)

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS
(Agreement value exceeds \$50,000)

RENTER WITNESS

X Darlene J. Schmidt
SIGNATURE

Darlene T. Schmidt
NAME (TYPE OR PRINT)

RENTER

[Signature]
SIGNATURE

R. E. Caerillo
NAME (TYPE OR PRINT)

President's CEO
TITLE (TYPE OR PRINT)

Approved as to Form and
Legal Sufficiency

By: Anne Delgado
Assistant County Attorney

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: Morgan Renee Live LLC
Event to Benefit: Morgan Renee Live LLC
Event Location: Sunset Cove Amphitheater

Description of Event:

Set up Date(s):	4/24/10	Times:	7:00 AM
Event Date(s):	4/24/10	Times:	7:00 PM to 11:30 PM
Clean up Date:	4/24/10	Times:	11:30 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

Rental Settlement Form

AEG Live SE, LLC. Rental Settlement Form

TRAVIS TRITT

24-Apr-10

Sunset Cove Amphitheater

4721-09	Administrative Fee	
Description:		\$ -
4729-01	Pavilion Rental Fee	
Description:		\$ -
4725-00	Facility Rental Fee	
Description: \$2,500 or 10% of adjusted gross ticket sales (\$24,690.14), not to exceed \$12,000.00		\$2,500.00
2170-00	Sales Tax (.06%)	
		\$ 150.00
Discretionary Sales Surtax (.005%)		
		\$ 12.50
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 \$2,662.50

0001-2230-AMAD

Rental Deposit

Less \$ 500.00

Paid on 3/3/2010

Amount Due \$ 2,162.50

[Signature]

Facility Manager

[Signature]

Renter

4/24/2010

Date

Renegade Revival
Sunset Cove Amphitheater
Saturday April 24, 2010
Income Statement

Income:

Total Rent Paid	\$2,662.50
Less: Applicable Taxes	\$162.50
Net Income After Taxes	<u>\$2,500.00</u>

Expenses:

PBSO	\$2,100.00
EMS	\$728.00
Contract Cleaning	\$768.00
Temporary Lighting	\$913.00
Dumpster	\$275.09
Electrician	\$210.00
Plumber	\$150.00
MOT	<u>\$90.00</u>
Total Expenses	\$5,234.09
Net Income or Loss	-\$2,734.09

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

This Agreement is made as of the 7th day of April, 2010, 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 Bangladesh American Multicultural Organization, hereinafter referred to as "Renter", whose address is 11603 Rock Lake Terrace, Boynton Beach, Florida, 33473.

WITNESSETH:

WHEREAS, the County desires to rent the Canyon Town Center 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 April 10, 2010 at 8:00 AM and shall complete all services by Saturday April 10, 2010 at 11:30 PM for the purpose of the **Bengali New Year**, 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 One Hundred dollars (\$100.00) by January 6, 2010 for rental of the Facility which shall be utilized as described above. Renter shall also pay County a rental fee of Eight Hundred and Eighty-five dollars (\$885.00) less the One Hundred dollars (\$100.00) deposit paid on January 6, 2010 for a total amount of Seven Hundred and Eighty-five dollars (\$785.00) as detailed in Exhibit "C", by April 1, 2010.

Renter shall also pay a refundable damage deposit, detailed in Exhibit "C" by April 1, 2010, in the amount of One Hundred dollars (\$100.00) to be refunded within 15 days of County determining the County did not incur any costs on behalf of Renter, and 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.
- 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.

- 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.
- 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.

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. 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 Sarker Haroon, telephone no 561-704-3915.
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.

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. 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: Bangladesh American Multicultural Organization
 RENTER'S Address: 11603 Rock Lake Terrace, Boynton Beach, Florida, 33473.
 RENTER'S Phone No: 561-704-3915

- 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 parties have hereunto set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS

Kimberly A. McNeeley
SIGNATURE

Kimberly A. McNeeley
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Deanna Edlin
DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
(Agreement value up to \$15,000)

COUNTY ADMINISTRATOR
(Agreement value from \$15,001 up to \$50,000)

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS
(Agreement value exceeds \$50,000)

RENTER WITNESS

Laeen
SIGNATURE

LAILA HAROON
NAME (TYPE OR PRINT)

RENTER

By
SIGNATURE

SARKER HAROON
NAME (TYPE OR PRINT)

PRESIDENT
TITLE (TYPE OR PRINT)

Approved as to Form and
Legal Sufficiency

By: Anne Deland
Assistant County Attorney

Exhibit A

Description of amphitheater rental area:

Stage, back stage, lawn area, west property area, and parking lot

Exhibit B

Event Description

Host Organization: Bangladesh American Multicultural Organization

Event to Benefit: Bangladesh American Multicultural Organization

Event Location: Canyon Town Center Amphitheater

Description of Event:

Set up Date(s):	4/10/10	Times:	8:00 AM
Event Date(s):	4/10/10	Times:	12:00 PM to 10:00 PM
Clean up Date:	4/10/10	Times:	10:00 PM

Areas/Amenities to be Used:

Stage, back stage, lawn area, west property area, and parking lot

Amenities to be Brought to Venue:

Tents, tables, chairs, entertainment, power cords, sound and light equipment, volunteers, vendors, and bounce house.

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

This event will celebrate the Bangladesh New Year and culture with food, music and merchandise. The community is welcome to this event which is free admittance. Expected attendance is 500.

Exhibit C

Amphitheaters Rental Fee Schedule

Canyon Town Center Amphitheater

Bangladesh American Multicultural Organization April 10, 2010

Rental Fee	\$ 250.00
3 Food and beverage vendors	\$ 225.00
10 Merchandise vendors	\$ 250.00
Cleaning Fee	<u>\$ 160.00</u>
Total Fees	\$ 885.00
6.5 % tax on rental fee	<u>\$ 16.25</u>
Grand Total	\$ 901.25
Less booking fee paid 1/6/10	- <u>\$ 100.00</u>
Total Due	\$ 801.25

Refundable Damage Deposit Fee \$ 100.00

Exhibit D

Rental Settlement Form

NON-PROFIT

To be settled in advance of event.

Exhibit E

See attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fed Usa #1553 1041 W. Commercial Blvd. Suite 103 Fort Lauderdale, FL 33309 Phone (954)493-9603 Fax (954)493-9191	CONTACT NAME: _____	
	PHONE (AG, No, Ext): _____	FAX (AG, No): _____
E-MAIL ADDRESS: _____		
PRODUCER CUSTOMER ID #: _____		
INSURED BANGLADESH AMERICAN MULTI CULTURAL ORGANIZATION 11603 ROCK LAKE TERRACE BOYNTON BEACH, FL 33473		INSURER(S) AFFORDING COVERAGE INSURER A: MOUNT VERNON FIRE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ACORD ENR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CL9849447	04/10/2010	04/11/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occ./r/acc) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SOCIAL AND CULTURAL GATHERING

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS IS AN ADDITIONAL INSURED ON COMMERCIAL GENERAL LIABILITY

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Anne Butler 2700 6th Avenue South Lake Worth, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE ABUL Q. ISLAM
--	---

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

This Agreement is made as of the 21ST day of April, 2010, 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 CBS Radio Stations Inc., hereinafter referred to as "Renter", whose address is 701 Northpoint Pkwy, Ste 500, West Palm Beach, Florida 33407.

WITNESSETH:

WHEREAS, the County desires to rent the Seabreeze 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 **Friday June 18, 2010 at 7:00 AM** and shall complete all services by **Monday June 21, 2010 at 4:00 PM** for the purpose of "**The CBS Fishing Tournament and 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 Two hundred dollars (\$200.00) by April 5, 2010 for rental of the Facility which shall be utilized as described above. The total rental fee which shall be Two Thousand Eight Hundred and sixty-nine dollars and eleven cents (\$2,869.11) 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) to be refunded within 15 days of County determining the County did not incur any costs on behalf of Renter, and 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.
- 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, naptha, 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.
- 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.
- 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.

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. 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 Brett Russell, telephone no.561-686-9505.
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.

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. 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: CBS Radio Stations Inc./Rolf Pepple

RENTER'S Address: 701 Northpoint Pkwy, Ste 500, West Palm Beach, Florida 33407.

RENTER'S Phone No: 561-616-4616

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

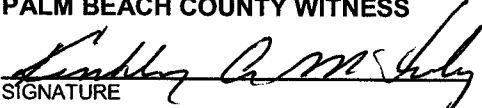
consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

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 INTENTIONALY LEFT BLANK)

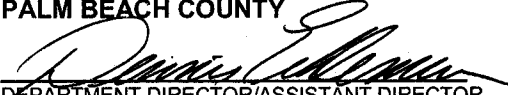
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS


SIGNATURE

Kimberly A. McNeely
NAME (TYPE OR PRINT)


PALM BEACH COUNTY


DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
(Agreement value up to \$15,000)

COUNTY ADMINISTRATOR
(Agreement value from \$15,001 up to \$50,000)

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS
(Agreement value exceeds \$50,000)

RENTER WITNESS


SIGNATURE

Brett Russell
NAME (TYPE OR PRINT)

RENTER - CBS Radio Stations Inc.


SIGNATURE

Rolf P. Pappalardo
NAME (TYPE OR PRINT)

SUP/IMM 8/1/10
TITLE (TYPE OR PRINT)

Approved as to Form and
Legal Sufficiency

By: 
Assistant County Attorney

Exhibit A

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

Full facility, surrounding park area, Sea Oats Pavilion, Gumbo Limbo Pavilion, public restrooms, and parking areas.

Exhibit B

Event Description

Host Organization: CBS Radio Stations Inc.
Event to Benefit: CBS Radio Stations Inc.
Event Location: Seabreeze Amphitheater

Description of Event:

Set up Date(s):	6/18/10	Times:	8:00 AM
Event Date(s):	6/18/10, 6/19/10	Times:	6:00 PM to 11:00 PM
Clean up Date:	6/21/10	Times:	8:00 AM

Areas/Amenities to be Used:

Full facility, pavilions and parking areas

Amenities to be Brought to Venue:

Backline, monitors, microphones, stands, cables, spot lights, speakers, amps, sound & light production staff, event security staff, rigging staff, trusses, lights, talent, tents, tables and chairs, vendors, freezers, generators, BBQ's, oil fryers, ice machines, stage decorations, banners, hospitality riders, volunteers, Duty officers, dumpster, and 5 light towers

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 a fishing tournament and musical entertainment. Assorted merchandise and food/beverages will be for sale. Estimated attendance is 500.

Exhibit C

Amphitheaters Rental Fee Schedule

Seabreeze Amphitheater

Rental Deposit Fee \$ 200.00

Refundable Damage Deposit Fee \$ 250.00

*\$1000.00 amphitheater rental on Sat June 19
*\$250.00 to use the amphitheater on Fri June 18 and load in tents etc
*\$250.00 load out day on Sunday June 20 OR Monday June 21
*\$600.00 pavilions rental
\$330.00 electrician fee
\$264.00 cleaning fee
\$2694.00
\$175.11 *6.5% tax on rental fees only
\$2869.11

Exhibit D

Rental Settlement Form

See attached

Exhibit E

See Attached

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/10

PRODUCER 1-818-539-2300
Arthur J. Gallagher & Co.
Insurance Brokers of California, Inc. License #0726293
505 North Brand Boulevard, Suite 600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Glendale, CA 91203-3944
CBS Certificates@ajg.com

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
CBS Corporation
CBS Radio
701 Northpoint Parkway, Suite 500

INSURER A: Travelers Property Casualty Co of Amer 25674

INSURER B: St Paul Fire & Marine Ins Co 24767

INSURER C: Travelers Indemnity Company of America 25666

West Palm Beach, FL 33407

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	TC2JGLSA121D6189TIL09 (USA)	12/31/09	12/31/10	EACH OCCURRENCE \$5,000,000
B		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	234D0647 (Canada)	12/31/09	12/31/10	DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$5,000,000
						GENERAL AGGREGATE \$15,000,000
						PRODUCTS - COM/OP AGG \$5,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	TC2JCAP121D6190TIL09 (USA)	12/31/09	12/31/10	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000
B		<input checked="" type="checkbox"/> ANY AUTO	231D6266 (Canada)	12/31/09	12/31/10	BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
						\$
						\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TRJUB121D7703TIL09 (USA)	12/31/09	12/31/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	TC2JUB121D6177TIL09 (USA)	12/31/09	12/31/10	E.L. EACH ACCIDENT \$2,000,000
C		If yes, describe under SPECIAL PROVISIONS below	TC2HUB121D7715TIA09 (USA)	12/31/09	12/31/10	E.L. DISEASE - EA EMPLOYEE \$2,000,000
						E.L. DISEASE - POLICY LIMIT \$2,000,000
A		OTHER	TC2JCAP121D6190TIL09 (USA)	12/31/09	12/31/10	Comprehensive Ded. 500
B		Auto Physical Damage	231D6266 (Canada)	12/31/09	12/31/10	Collision Ded. 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Reference: WPBZ / WIRK; KDW Fishing Tournament.

Event Date and Time: Friday, June 18, 2010 - 5:00pm - 11:00pm; Saturday, June 19 2010 - 5:00pm - 11:00pm

Event Address: Carlin Park, 400 S SR 1A1A, Jupiter, FL 33477.

Certificate Holder is deemed Additional Insured as required by written or verbal contract. Please refer to attached General Liability endorsement (CG T8 31) for scope of Additional Insured status.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners

Attn: Anne Butler
2700 6th Avenue South

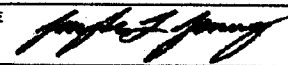
Lake Worth, FL 33461

USA

CANCELLATION *10 Days for Non Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

This Agreement is made as of the 19 day of June, 2010, 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, Palm Beach Shakespeare Festival Inc. hereinafter referred to as "Renter", whose address is 103 U.S. Highway 1, Suite F-5, Jupiter, Florida 33477.

WITNESSETH:

WHEREAS, the County desires to rent the Seabreeze 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 Tuesday, July 6, 2010 and shall complete all services by Monday, July 26, 2010 for the purpose of the Shakespeare performance of Macbeth, 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 Zero dollars (\$0) 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 Zero dollars (\$0) 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.
- 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 if required, 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.
- 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.
- 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.

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. 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 Melissa Turner, telephone no. 561-963-6702. The Renter's representative for this Agreement is Kermit Christman, telephone no. 561-762-8552.
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 on 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.

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. 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: Palm Beach Shakespeare Festival/ Kermit Christman

RENTER'S Address: 103 U.S. Highway 1, Ste F-5, Jupiter, Florida 33477

RENTER'S Phone No. 561-762-8552

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).

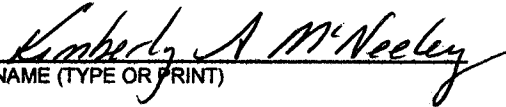
19. Severability: If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those 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.

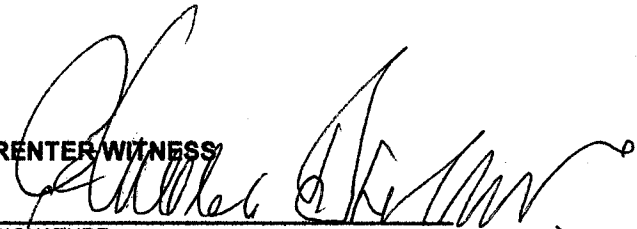
(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

PALM BEACH COUNTY WITNESS



SIGNATURE


NAME (TYPE OR PRINT)


RENTER WITNESS SIGNATURE


NAME (TYPE OR PRINT)

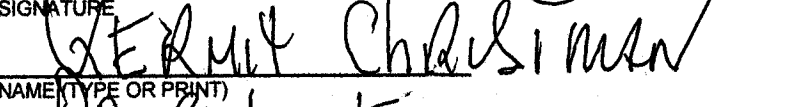
PALM BEACH COUNTY

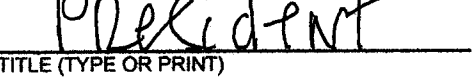

DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
(Agreement value up to \$15,000)

COUNTY ADMINISTRATOR
(Agreement value from \$15,001 up to \$50,000)

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS
(Agreement value exceeds \$50,000)


RENTER SIGNATURE


NAME (TYPE OR PRINT)


TITLE (TYPE OR PRINT)

Approved as to Form and
Legal Sufficiency

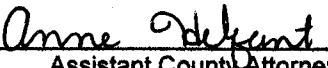
By: 
Assistant County Attorney

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: Palm Beach Shakespeare Festival, Inc.

Event to Benefit: Palm Beach Shakespeare Festival, Inc.

Event Location: Seabreeze Amphitheater, Carlin Park

Description of Event:

Set up Date(s): 7/06/10 – 7/14/10	Times: 9:00 AM
Event Date(s): 7/15/10 – 7/18/10	Times: 8:00 PM
7/22/10 – 7/25/10	
Clean up Date: 7/26/10	Times: 9:00 AM

Areas/Amenities to be Used:

Full Facility and surrounding area

As a partner in this production the County will supply at no cost to Renter, maintenance crews, electricians, facility staff, security, directional in parking staff, light towers, trash cans and a dumpster.

In lieu of direct payments to the County, Renter shall pay all technical and production costs associated with this production. Renter shall arrange and pay for publicity recognizing Palm Beach County as a partner of this event.

Amenities to be Brought to Venue:

Sound and Light system, production staff, FOH Tent, props, sets, actors, water and food for actors.

Detailed Event Description:

This is a non ticketed event and patrons are encouraged to bring their picnic baskets and blankets to watch the play in the park. The event will run Thursday to Sunday nights 7/15/10 though 7/25/10 beginning at 8 PM. No merchandise will be sold. Nightly attendance is expected at 200 to 500 patrons. The event will be published in the Palm Beach Post who is a sponsor. Palm Beach County is a co-sponsor for this event.

Exhibit C

Amphitheaters Rental Fee Schedule

NOT APPLICABLE

Exhibit D

Rental Settlement Form

NOT APPLICABLE

Jan

Exhibit E

SEE ATTACHED

07-28 10:21:54 PM
ACORD **CERTIFICATE OF LIABILITY INSURANCE** OP ID 58 PPSHA-1 01/28/10

PRODUCER The Plastridge Agency-PSGO 10337 N Military Trail Palm Beach Gardens FL 33410 Phone: 561-630-4955 Fax: 561-630-4966	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Palm Beach Shakespeare 103 So. U.S. Hwy. 1 Ste P-5 Jupiter FL 33477	INSURERS AFFORDING COVERAGE NAIC # INSURER A: Canal Indemnity Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDM	LTR	INSR#S	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL97412	01/29/10	01/29/11	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Per occurrence) \$50000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMPOP AGG \$ Included
				AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
				EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
				WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under SPECIAL PROVISIONS below				ALL STATE/TERRITORY LIMITS OTHER EA EACH ACCIDENT \$ FL DISEASE - EA EMPLOYER \$ FL DISEASE - POLICY LIMIT \$
				OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / ENCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder listed as Additional Insured as respect to General Liability only
 10 days written notice on non-payment of premium

CERTIFICATE HOLDER ANN Butler Palm Beach County BOCC c/o Parks & Recreation Dept 2700 6th Ave North Lake Worth FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. IF FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i>
---	--

ACORD 25 (2/09/01) FAX 242-6979 © 1988-2009 ACORD CORPORATION. All rights reserved.
 The ACORD name and logo are registered marks of ACORD

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

This Agreement is made as of the 7TH day of JUNE, 2010, 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. So., 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 August 21, 2010** at 7:00 AM and shall complete all services by **Sunday August 22, 2010 at 2:00 AM** for the purpose of a "**Slightly Stoopid**" 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. Renter shall also pay a rental fee to County of Two Thousand Five Hundred dollars (\$2,500) or ten 10% percent of the adjusted gross sales to a maximum cap of Twelve Thousand dollars (\$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 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 caused 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.

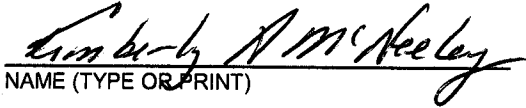
17. **Arrears:** The Renter shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Renter further warrants and represents that it has no obligation or indebtedness that would impair its ability 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 parties have hereunto set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS


SIGNATURE


NAME (TYPE OR PRINT)

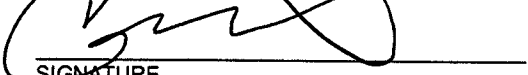
PALM BEACH COUNTY


DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
(Agreement value up to \$15,000)

COUNTY ADMINISTRATOR
(Agreement value from \$15,001 up to \$50,000)

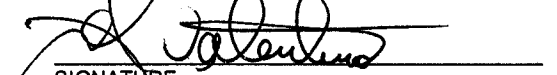
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS
(Agreement value exceeds \$50,000)

RENTER WITNESS

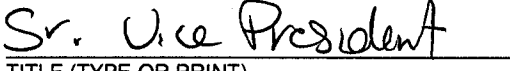

SIGNATURE


NAME (TYPE OR PRINT)

RENTER


SIGNATURE


NAME (TYPE OR PRINT)


TITLE (TYPE OR PRINT)

Approved as to Form and
Legal Sufficiency

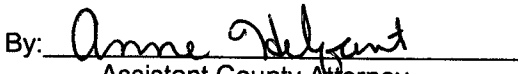
By: 
Assistant County Attorney

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: Saturday August 21, 2010

Times: 7:00 PM to 11:00 PM

Areas/Amenities to be Used:

Full facility and surrounding parking areas

Amenities to be Brought to Venue by Renter:

Backline, monitors, microphones, stands, cables, spot lights, platforms, sound & light production staff, riggers, trusses, event gate security staff, 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, PBSO duty officers, EMS personnel, cleaning crew (Premier Building Services) and the County electrician.

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 3,500.

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 sales (total sales net of taxes), to a maximum cap of \$12,000.00 whichever is greater.
Refundable Damage Deposit Fee	\$ 250.00/event

Amphitheater will arrange and provide, at its sole expense, temporary parking lot lights, County MOT worker with gator, dumpsters and port-a-lets with fencing (if necessary).

Exhibit D

Rental Settlement Form

Exhibit E

See attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2010

PRODUCER
MARSH USA INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534
Attn: (303) 308-4500

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

02220 -0124-AEG-09/10 AGLI EVENT

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
AEG LIVE SE, LLC
AEG LIVE PRODUCTIONS, LLC
AEG LIVE, LLC
1800 AUSTRALIAN AVE. SO., SUITE 201
WEST PALM BEACH, FL 33409

INSURER A: Greenwich Insurance Company	22322
INSURER B: XL Specialty Insurance Company	37885
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	RGE94374-01	11/15/2009	11/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RAG9437034-05	11/15/2009	11/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	RWD943503707	11/15/2009	11/15/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 DATE: 08/21/2010
 EVENT: Slightly Stoopid
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE EVENT AND DATE LISTED ABOVE ON THE GENERAL LIABILITY AND AUTO, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES IF REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. COVERAGE INCLUDES LOAD-IN AND LOAD-OUT.

CERTIFICATE HOLDER AEG10

 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

 C/O SPECIAL EVENTS DEPARTMENT
 2700 SIXTH AVENUE SOUTH
 LAKE WORTH, FL 33461

CANCELLATION

 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

 AUTHORIZED REPRESENTATIVE of Marsh USA Inc. *Sharon A. Hammer*
 Sharon A. Hammer

ACORD 25 (2009/01)

© 1998-2009 ACORD CORPORATION. All Rights Reserved

The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AEG Live SE, LLC. Rental Settlement Form
Slightly Stoopid
21-Aug-10

Sunset Cove Amphitheater

4721-09	Administrative Fee	
Description:		\$ -
4729-01	Pavilion Rental Fee	
Description:		\$ -
4725-00	Facility Rental Fee	
Description: \$2,500 or 10% of adjusted gross ticket sales, not to exceed \$12,000.00 (.10 x \$ 155,187.79)		\$12,000.00
2170-00	Sales Tax (.06%)	
		\$ 805.60
Discretionary Sales Surtax (.005%)		
		\$ 67.13
4729-03	Concessions/Vendor Fee	
Description:		\$ -
4734-00	Equipment Rental Fee	
Description:		\$ -
4729-14	Charges for Services	
Description: Electrician \$210.00; Cleaning fee \$1,219.65		\$ 1,426.65
4729-15	Law Enforcement Services	
Description:		\$ -
4729-07	TULIP Fee	
Description:		\$ -

Subtotal \$14,299.38

0001-2230-AMAD

Rental Deposit

Less \$ 500.00

Paid on 6/2/2010

Amount Due \$ 13,799.38


 Facility Manager


 Renter

Date

8/21/10

Slightly Stoopid
Sunset Cove Amphitheater
Saturday August 21, 2010
Income Statement

Revenues:

Rent	\$12,000.00
Taxes Collected	\$872.73
Reimbursed Services	\$1,426.65
Total Revenues:	\$14,299.38

Expenses:

Contract Cleaning	\$1,513.41
Temporary Lighting	\$936.76
Digital Signs	\$150.00
All Star Toilets	\$628.16
Tropical Fencing	\$897.48
Dumpster	\$235.00
Electrician	\$210.00
Plumber	\$150.00
MOT	<u>\$90.00</u>
Total Expenses	\$4,810.81
Net Income or Loss	\$9,488.57

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

This Agreement is made as of the 7th day of JUNE, 2010, 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. So., 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 July 25, 2010** at 7:00 AM and shall complete all services by **Monday July 26, 2010 at 2:00 AM** for the purpose of a "**Sublime with Rome**" 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. Renter shall also pay a rental fee to County of Two Thousand Five Hundred dollars (\$2,500) or ten 10% percent of the adjusted gross sales to a maximum cap of Twelve Thousand dollars (\$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 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 caused 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.

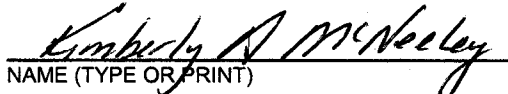
17. Arrears: The Renter shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Renter further warrants and represents that it has no obligation or indebtedness that would impair its ability 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 parties have hereunto set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS


SIGNATURE


NAME (TYPE OR PRINT)


PALM BEACH COUNTY


DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
(Agreement value up to \$15,000)

COUNTY ADMINISTRATOR
(Agreement value from \$15,001 up to \$50,000)

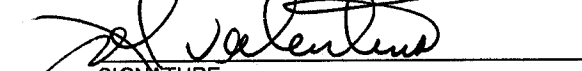
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS
(Agreement value exceeds \$50,000)

RENTER WITNESS


SIGNATURE


NAME (TYPE OR PRINT)

RENTER


SIGNATURE


NAME (TYPE OR PRINT)


TITLE (TYPE OR PRINT)

Approved as to Form and
Legal Sufficiency

By: 
Assistant County Attorney

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: Sunday July 25, 2010

Times: 6:30 PM to 10:00 PM

Areas/Amenities to be Used:

Full facility and surrounding parking areas

Amenities to be Brought to Venue by Renter:

Backline, monitors, microphones, stands, cables, spot lights, platforms, sound & light production staff, riggers, trusses, event gate security staff, 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, PBSO duty officers, EMS personnel, cleaning crew (Premier Building Services) and the County electrician.

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 3,500.

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 sales (total sales net of taxes), to a maximum cap of \$12,000.00 whichever is greater.
Refundable Damage Deposit Fee	\$ 250.00/event

Amphitheater will arrange and provide, at its sole expense, temporary parking lot lights, County MOT worker with gator, dumpsters, and port-a-lets with fencing (if necessary).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2010

PRODUCER
MARSH USA INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534
Attn: (303) 308-4500

02220 -0124-AEG-09/10 AEGI EVENT

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
AEG LIVE SE, LLC
AEG LIVE PRODUCTIONS, LLC
AEG LIVE, LLC
1800 AUSTRALIAN AVE. SO., SUITE 201
WEST PALM BEACH, FL 33409

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: XL Specialty Insurance Company	37885
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	RGE94374-01	11/15/2009	11/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RAG9437034-05	11/15/2009	11/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	RWD943503707	11/15/2009	11/15/2010	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 DATE: 07/25/2010
 EVENT: Sublime with Rome
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE EVENT AND DATE LISTED ABOVE ON THE GENERAL LIABILITY AND AUTO, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES IF REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. COVERAGE INCLUDES LOAD-IN AND LOAD-OUT.

CERTIFICATE HOLDER AEG10

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
 C/O SPECIAL EVENTS DEPARTMENT
 2700 SIXTH AVENUE SOUTH
 LAKE WORTH, FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc. *Sharon A. Hammer*
 Sharon A. Hammer

ACORD 25 (2009/01)

© 1998-2009 ACORD CORPORATION. All Rights Reserved

The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AEG Live SE, LLC. Rental Settlement Form
Sublime with Rome
25-Jul-10

Sunset Cove Amphitheater

4721-09	Administrative Fee	
Description:		\$ -
4729-01	Pavilion Rental Fee	
Description:		\$ -
4725-00	Facility Rental Fee	
Description: \$2,500 or 10% of adjusted gross ticket sales, not to exceed \$12,000.00 (.10 x \$191,338.03)		\$12,000.00
2170-00	Sales Tax (.06%)	
		\$776.36
Discretionary Sales Surtax (.005%)		
		\$64.70
4729-03	Concessions/Vendor Fee	
Description:		\$ -
4734-00	Equipment Rental Fee	
Description:		\$ -
4729-14	Charges for Services	
Description: electrician \$210.00; cleaning fee \$729.38		\$ 939.38
4729-15	Law Enforcement Services	
Description:		\$ -
4729-07	TULIP Fee	
Description:		\$ -

Subtotal \$13,780.44

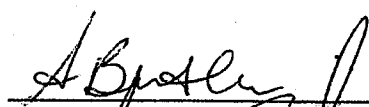
0001-2230-AMAD

Rental Deposit

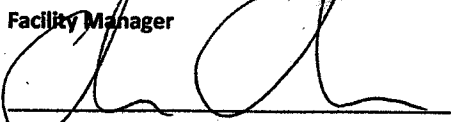
Less \$ 500.00

Paid on 6/2/2010

Amount Due \$ 13,280.44



 Facility Manager



 Renter

Date: 7/25/10

Sublime with Rom
Sunset Cove Amphitheater
Sunday, July 25 2010
Income Statement
(Revised 9/1/10)

Income:

Total Rent Paid	\$13,780.44
Less: Applicable Taxes	\$841.06
Net Income After Taxes	<u>\$12,939.38</u>

Expenses:

Port-o-lets	\$626.00
Temporary Fencing	\$898.00
Contract Cleaning	\$729.38
Temporary Lighting	\$937.00
Dumpster	\$235.00
Parks Maintenance	\$0.00
Electrician	\$210.00
Plumber	\$150.00
MOT	<u>\$90.00</u>
Total Expenses	\$3,875.38
Net Income or Loss	\$9,064.00

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

This Agreement is made as of the 7th day of JUNE, 2010, 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. So., 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 **Wednesday June 16, 2010** at 7:00 AM and shall complete all services by **Thursday June 17, 2010 at 2:00 AM** for the purpose of a "**Silversun Pickups**" 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. Renter shall also pay a rental fee to County of Two Thousand Five Hundred dollars (\$2,500) or ten (10%) percent of the adjusted gross sales to a maximum cap of Twelve Thousand dollars (\$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 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

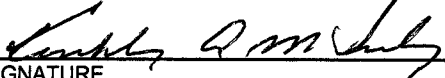
14. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, 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 parties have hereunto set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS


SIGNATURE

Kimberly A McNeeley
NAME (TYPE OR PRINT)

PALM BEACH COUNTY


DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
(Agreement value up to \$15,000)

COUNTY ADMINISTRATOR
(Agreement value from \$15,001 up to \$50,000)


CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS
(Agreement value exceeds \$50,000)

RENTER WITNESS


SIGNATURE

Carrie Swett
NAME (TYPE OR PRINT)

RENTER


SIGNATURE

John Valentini
NAME (TYPE OR PRINT)

Sr. Vice President
TITLE (TYPE OR PRINT)

Approved as to Form and
Legal Sufficiency

By: *Anne Delgent*
Assistant County Attorney

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: Wednesday June 16, 2010

Times: 6:30 PM to 10:00 PM

Areas/Amenities to be Used:

Full facility and surrounding parking areas

Amenities to be Brought to Venue by Renter:

Backline, monitors, microphones, stands, cables, spot lights, platforms, sound & light production staff, riggers, trusses, event gate security staff, 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, PBSO duty officers, EMS personnel, and an electrician.

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 3,500.

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 sales (total sales net of taxes), to a maximum 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, cleaning crew, temporary parking lot lights, and port-a-lets with fencing (if necessary),

Exhibit D

Rental Settlement Form

Exhibit E

See attached

Exhibit D

Rental Settlement Form

Exhibit D

AEG Live SE, LLC. Rental Settlement Form
SILVERSUN PICKUPS
16-Jun-10

4721-09	Administrative Fee	
Description:		\$ -
4729-01	Pavilion Rental Fee	
Description:		\$ -
4725-00	Facility Rental Fee	
Description: \$2,500 or 10% of adjusted gross ticket sales (\$28,597.18) not to exceed \$12,000.00		\$ 2,859.72
2170-00	Sales Tax (.06%)	
		\$ 171.58
Discretionary Sales Surtax (.5%)		
		\$ 14.30
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 \$ 3,045.60

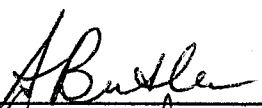
0001-2230-AMAD

Rental Deposit

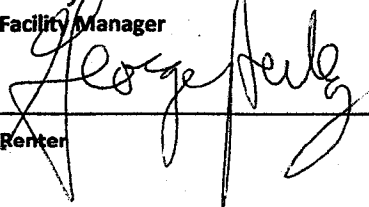
Less \$ 500.00

Paid on 5/20/2010

Amount Due \$ 2,545.60



 Facility Manager



 Renter

_____ June 16, 2010
 Date

Silversun Pickups
Sunset Cove Amphitheater
Wednesday June 16, 2010
Income Statement
(Revised 9/1/10)

Income:

Total Rent Paid	\$3,045.60
Less: Applicable Taxes	\$185.88
Net Income After Taxes	<u>\$2,859.72</u>

Expenses:

PBSO	\$0.00
EMS	\$0.00
Contract Cleaning	\$451.50
Temporary Lighting	\$332.00
Dumpster	\$0.00
Parks Maintenance	\$0.00
Electrician	\$210.00
Plumber	\$150.00
MOT	<u>\$90.00</u>
Total Expenses	\$1,233.50
Net Income or Loss	\$1,626.22

Exhibit E

See attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2010

PRODUCER
MARSH USA INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534
Attn: (303) 308-4500

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

02220 -0124-AEG-09/10 AEGLI EVENT

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: XL Specialty Insurance Company	37885
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
AEG LIVE SE, LLC
AEG LIVE PRODUCTIONS, LLC
AEG LIVE, LLC
1800 AUSTRALIAN AVE. SO., SUITE 201
WEST PALM BEACH, FL 33409

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RGE94374-01	11/15/2009	11/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RAG9437034-05	11/15/2009	11/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) if yes, describe under SPECIAL PROVISIONS below	RWD943503707	11/15/2009	11/15/2010	<input checked="" type="checkbox"/> W/C STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 DATE: 06/16/2010
 EVENT: Silversun Pickups
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE EVENT AND DATE LISTED ABOVE ON THE GENERAL LIABILITY AND AUTO, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES IF REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. COVERAGE INCLUDES LOAD-IN AND LOAD-OUT.

CERTIFICATE HOLDER AEG10

 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

 C/O SPECIAL EVENTS DEPARTMENT
 2700 SIXTH AVENUE SOUTH
 LAKE WORTH, FL 33461

CANCELLATION

 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

 AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.
 Sharon A. Hammer
Sharon A. Hammer

ACORD 25 (2009/01)

© 1998-2009 ACORD CORPORATION. All Rights Reserved

The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

This Agreement is made as of the 5th day of August, 2010, 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 Guanabanas Restaurant, Inc. hereinafter referred to as "Renter", whose address is 997 North Coastal Highway A1A, Jupiter, FL 33477.

WITNESSETH:

WHEREAS, the County desires to rent the Seabreeze 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 **Friday, August 13, 2010 at 8:00 AM** and shall complete all services by **Saturday, August 14, 2010 at 1:00 AM** for the purpose of a "**Kayabuya Summer**" 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, amphitheater cleaning fee, and an electrician overtime fee detailed in Exhibit "C" attached hereto and incorporated herein by reference, in the amount of Five Hundred and Seventy dollars and Twenty-eight cents (\$570.28) for rental of the Facility which shall be utilized as described above. Renter shall also pay a rental fee to County of One Thousand dollars (\$1,000) or ten 10% percent of the adjusted gross sales to a maximum cap of Four Thousand and Eight Hundred dollars (\$4,800), 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 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 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 Melissa Turner, telephone no. 561-963-6702. The Renter's representative for this Agreement is Matt Cahur, telephone no. 561-747-8878.
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 caused 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: Matt Cahur
Guanabanas Restaurant

RENTER'S Address: 997 North Coastal Highway A1A
Jupiter, FL 33477

RENTER'S Phone No: 561-747-8878

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.
23. Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor and inspect the activities of Renter, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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: Guanabanas Restaurant

Event to Benefit: Guanabanas Restaurant

Event Location: Seabreeze Amphitheater & Carlin Park West in Jupiter, FL

Description of Event:

Event Date: Friday, August 13, 2010

Times: 6:00 PM to 11:00 PM

Areas/Amenities to be Used:

Full facility and surrounding parking areas

Amenities to be Brought to Venue by Renter:

Backline, monitors, microphones, stands, cables, spot lights, platforms, sound & light production staff, riggers, trusses, event gate security staff, event parking staff, ticket takers, ushers, talent, VIP tents, vendors, freezers, generators, BBQ's, stage decorations, banners, hospitality riders, fencing, dumpster, Jupiter Police Officers, Parking Staff, EMS personnel and the County electrician.

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

This event will provide economic enhancement to the community as well bring national acts to the Jupiter area. Estimated attendance is 2000 individuals.

Exhibit C

Amphitheaters Rental Fee Schedule

Seabreeze Amphitheater

Rental Deposit Fee	\$ 200.00/event
Amphitheater Rental Fee	\$ 1,000.00 or 10% of the adjusted gross sales (total sales net of taxes), to a maximum cap of \$4,800.00 whichever is greater.*
Refundable Damage Deposit Fee	\$ 250.00/event
Amphitheater Cleaning Fees	\$ 130.28*
Electrician OT Fees	\$ 240.00*

**Plus applicable taxes*

Event Organizer will provide & coordinate at their sole expense, temporary parking lot lights, temporary fencing, dumpster, police coverage, security and parking crew.

Exhibit D

Rental Settlement Form

Exhibit D

Guanabanas Restaurant. Rental Settlement Form
Less Than Jake
13-Aug-10

4721-09	Administrative Fee	
Description:		\$ -
4729-01	Pavilion Rental Fee	
Description:		\$ -
4725-00	Facility Rental Fee	
Description: \$1,000 or 10% of adjusted gross ticket sales (\$23,291.08) not to exceed \$4,800.00		\$ 2,329.11
2170-00	Sales Tax (.06%)	
		\$ 161.96
Discretionary Sales Surtax (.5%)		
		\$ 13.50
4729-03	Concessions/Vendor Fee	
Description:		\$ -
4734-00	Equipment Rental Fee	
Description:		\$ -
4729-14	Charges for Services	
Description: Cleaning (\$130.28) +Electrician (\$240.00)=\$370.28		\$ 370.28
4729-15	Law Enforcement Services	
Description:		\$ -
4729-07	TULIP Fee	
Description:		\$ -

Subtotal \$ 2,874.85

0001-2230-AMAD

Rental Deposit

Less \$ 200.00

Paid on 6/9/2010

Amount Due \$ 2,674.85

Tom Landry

Facility Manager

[Signature]

Renter

Aug. 13, 2010

Date

Kayabuya
Seabreeze Amphitheater
Friday, August 13 2010
Income Statement
(Revised 9/1/10)

Income:

Total Rent Paid	\$2,329.11
Reimbursed Labor	\$370.28
Applicable Taxes Collected	\$175.46
Net Income After Taxes	<u>\$2,874.85</u>

Expenses:

Contract Cleaning	\$130.28
Electrician	\$240.00
Applicable Taxes Paid	\$175.46
Total Expenses	<u>\$545.74</u>
Net Income or Loss	\$2,329.11

Exhibit E

See attached

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2010

PRODUCER (561) 746-4514
R J BERUBE INSURANCE INC
748 N US HIGHWAY 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

TEQUESTA FL 33469-

INSURED
Guanabanas Restaurant Inc
997 N A1A

Jupiter FL 33477-

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: CAPITOL SPECIALTY

INSURER B: CITIZENS

INSURER C: FIDELITY NATIONAL

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PR00201732	12/02/2009	12/02/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 NONE
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER PR00201732	SPECIAL EVENT LIABILITY W/LIQUOR LIABILITY	08/13/2010	08/14/2010	AGGREGATE 2,000,000 PER OCCURENCE 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is Additional Insured in regards to General Liability and Liquor Liability in regards to the Special Events Coverage for the dates 08/13/2010 - 08/14/2010 at Carlin Park/Seabreeze Amphitheater.

CERTIFICATE HOLDER

() - () -
Ann Butler

Palm Beach County Board of County
c/o Amphitheater Events Dpt
2700 Sixth Avenue South
Lake Worth FL 33461-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

M. Berube

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.