

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 18, 2011

☒ [X] 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: the following original executed Entertainment Contractor Agreements for County sponsored community events:

- A) Chase Music LLC, Soul Survivors concert, Sunset Cove Amphitheater, on July 4, 2011;
- B) Zambelli Fireworks Manufacturing Co., fireworks display, Sunset Cove Amphitheater, on July 4, 2011;
- C) Frank LoVerso, Whitestone Band concert, Canyon Town Center Amphitheater, on August 6, 2011;
- D) Maximum Bands Entertainment LLC, U2 by UV Tribute Act concert, Seabreeze Amphitheater, on September 3, 2011; and
- E) Peter Noble, The Fabulous Fleetwoods concert, Sunset Cove Amphitheater, on September 17, 2011.

**Summary:** The Parks and Recreation Department produced four recent popular cultural events at our amphitheater facilities this quarter attended by an estimated 9,268 persons, which generated positive support and goodwill for the County in general, for which contracts were required. 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 Entertainment Contractor 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 2009-1109, and are now being submitted to the Board to receive and file. Districts 1 and 5 (AH)

**Background and Justification:** The Entertainment Contractor Agreement, Resolution 2009-1109, was adopted by the Board to streamline the process of hiring entertainment for County sponsored events. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Entertainment Contractor Agreements for entertainment up to \$10,000, with contracts between \$10,000 and \$50,000 requiring the County Administrator's approval and contracts over \$50,000 requiring Board approval.


The Parks and Recreation Department produces cultural activities to promote the quality of life in the communities we serve by providing a setting for people to come together to enjoy a wide variety of relatively low cost quality entertainment. An estimated 9,268 attended the four events produced this quarter, including the largest crowd ever hosted at Sunset Cove for the July 4<sup>th</sup> Concert and Fireworks event. The events we produce have been well received by residents looking closer to home for affordable entertainment during these challenging economic times, and these events also encourage outside rentals of the facility for private and commercial events. Sponsors offset a portion of costs.

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:** Entertainment Contractor Agreements (5)

Recommended by:   
Department Director

9/21/2011  
Date

Approved by:   
Assistant County Administrator

10/5/11  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

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:

	Contractor/Entertainment	FY2011 Revenue*	FY2011 Expense
A	Chase Music LLC		\$5,000
B	Zambelli Fireworks		\$15,000
C	Frank LoVerso, Whitestone Band*	\$1,026	\$900
D	Maximum Bands Entertainment LLC		\$2,500
D	Peter Noble		\$900
	Totals	\$1,026	\$24,300

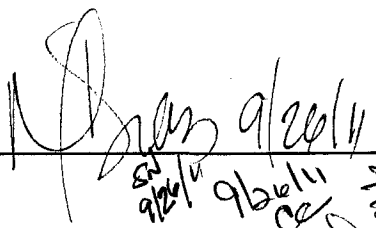
\* Revenue is from Sponsored Programming

### C. Departmental Fiscal Review:



## III. REVIEW COMMENTS

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

  
OFMB  
9/26/11  
9/26/11  
9/26/11  
9/26/11

  
Contract Development and Control  
10/3/11


### B. Legal Sufficiency:

  
Assistant County Attorney  
10/4/11

### C. Other Department Review:

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

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

SPECIAL FACILITIES DIVISION					
ACCOUNT: 0001-580-5207-02-3401		VENDOR CODE: VC0000133635		CONTRACT: Chase Music LLC	
MC: AB 3/16/11	PS 	FSS:	CC:	CA:	DD:

**ENTERTAINMENT CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the 15th day of April, 2011, 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 Chase Music LLC, an Independent Contractor, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the County desires to host a **July 4<sup>th</sup> Celebration** hereinafter referred to as the "Event" at Sunset Cove Amphitheater, hereinafter referred to as the "Facility"; and

**WHEREAS**, as part of the Event, the County desires to hire entertainment, which shall consist of a nine (9) piece band called the Soul Survivors, hereinafter referred to as "Entertainment"; and

**WHEREAS**, Contractor desires to provide Entertainment to the County at the Facility during the Event; and

**WHEREAS**, Contractor has the knowledge, ability, and equipment to provide such Entertainment for the County; 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 Contractor hereby agree as follows:

- Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
- Term:** The Contractor shall commence its Entertainment services on **Monday July 4, 2011 at 2:00 PM** and shall complete all services by **Monday July 4, 2011 at 11:00 PM**.
- Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed **Five thousand dollars (\$5,000.00)** for Entertainment services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed **two thousand, five hundred dollars (\$2,500.00)**, which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed **two thousand, five hundred dollars (\$2,500.00)** shall be paid to Contractor upon completion of the performance of the Entertainment services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Entertainment. If an alternative date for the Entertainment cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.
- Taxes:** The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County

is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- A. Contractor shall provide Entertainment as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor's Entertainment shall begin at 7:00 PM and end at 9:00 PM.
- C. Contractor may arrive at the Facility to begin setting up at 2:00 PM, but shall arrive no later than one hundred and twenty (120) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least sixty (60) minutes prior to the scheduled Entertainment time.
- D. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Entertainment, and shall leave the Facility in the same condition the Facility was in prior to conducting the Entertainment.
- E. Contractor's Entertainment shall consist of one set of one hundred and twenty (120) minutes.
- F. Contractor's Entertainment includes the following other entertainers and performers, which may not be altered without prior County approval: Dan Becherer, Mary Waxman, Demetrius Manuel, Tonya Trayler, Jorge Garcia, Orlando Machado, Scott Klarman, Jon Hutison, and Tony Pearsall. Contractor shall appear and perform on stage for at least ninety percent (90%) of the scheduled Entertainment time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- G. Contractor shall perform the Entertainment set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- H. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of the Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.
- I. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Entertainment.
- J. County will provide the sound equipment and lighting for Contractor's Entertainment, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- K. The Entertainment shall contain no profanity, obscene language, lewd gestures, or any other material offensive to the general community. Should Contractor fail to comply with this provision, the County may withhold payment to Contractor, and Contractor hereby waives entitlement to said payment. Contractor further understands that future opportunities to perform for the County may be withheld.
- L. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Entertainment, Contractor will perform.
- M. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the

assigned area prior to the beginning of the Event.

- N. County shall provide all electrical services for the Entertainment, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- O. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Entertainment are required, CONTRACTOR shall attach a copy of each to this Agreement as Exhibit "C".
- P. Contractor shall not use or permit the use of any pyrotechnics of any type during its Entertainment at the Event.
- Q. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- R. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- A. In case of inclement whether (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 Entertainment. Upon cancellation due to inclement whether, County and Contractor may negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, 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. In the event of sickness or acts of nature that prevent Contractor from performing the Entertainment as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar artist, with the prior approval of County. If a substitute artist performs the Entertainment, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute artist. County and Contractor may also negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall immediately refund County's full deposit.
- C. County can adjust Contractor's performance as deemed necessary to conclude the Entertainment early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Entertainment in a professional manner in accordance with this Agreement, Contractor's Entertainment may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Performing Rights: County shall not endorse the Contractor's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the Entertainment, for the sole purpose of future promotion for the Event. County agrees that it shall not transmit directly from the Facility, at the time of the Entertainment, any part of such recording absent a specific written agreement between the parties to the Agreement permitting such transmission.
8. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
9. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party 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.
10. Representatives: The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Contractor's representative for this Agreement is Ronnie Shaw, telephone no. 561-654-4595.
11. Indemnification: Contractor shall conduct its activities and Entertainment and the activities and Entertainment 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 Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, 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. If County determines insurance is required to perform this Agreement, Contractor 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 described in Exhibit "D". Contractor 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 Contractor 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 Contractor 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 Special Facilities  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Chase Music LLC

CONTRACTOR'S Address: 3389 Sheridan St. Ste 252, Hollywood, Florida, 33021

CONTRACTOR'S Phone No: 954-926-6406

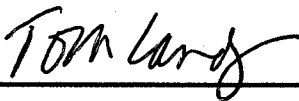
14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.
15. **Authorization:** Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, 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 Contractor 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 Contractor 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 Contractor 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. **Criminal History Records Check:** The Contractor shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The Contractor acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the Contractor shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
20. **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.
21. **Entirety of Contractual Agreement:** The County and the Contractor 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.
22. **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.
23. **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, familial status, sexual orientation, gender identity or expression.

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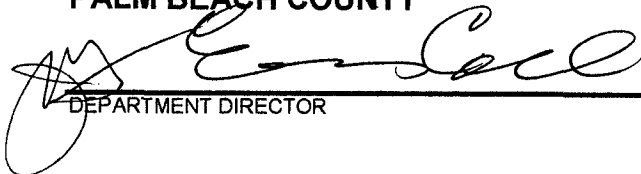
IN WITNESS WHEREOF, the parties have set their hands and seals in the date first above written

**PALM BEACH COUNTY WITNESS**

  
SIGNATURE


Tom LANDY  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

  
DEPARTMENT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$50,000.)

**INDEPENDENT CONTRACTOR**

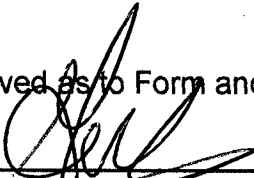
  
SIGNATURE

Steven Chaso, Owner  
NAME & TITLE (TYPE OR PRINT)

**CONTRACTOR WITNESS**

  
SIGNATURE

Jan Mendonall, Manager  
NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency  
By:   
Assistant County Attorney



## EXHIBIT A

### Scope of Work

#### Monday July 4, 2011 Soul Survivors

The Contractor will perform one (1) set of one hundred and twenty (120) minutes each of live (not pre-recorded) music at Sunset Cove Amphitheater. The County will review and may edit Contractors performance song list one week prior to performance. Performance time is from **7:00 PM to 9:00 PM**. Sound check will begin at 5.45 PM and conclude by 6.15 PM. Instruments, equipment and microphones will not be moved after the sound check has been completed.

The County will provide the Contractor with bottled water and an air conditioned dressing room.

The Contractor will supply all backline, extension cords, amps and necessary cables.

The County will not provide a hospitality rider or meal before, during or after the performance.

## EXHIBIT B

### Production Specifications

Monday July 4, 2011

The Contractor will supply all backline, extension cords, amps, batteries, drum sticks, guitar picks and necessary cables.

The County will supply full PA and lighting systems. See attached equipment list.

## SUNSET COVE SOUND EQUIPMENT LIST

Project Number 3980

Stake Cooper

Peerson Audio, Inc.

## Equipment List

511 South Olive Avenue  
West Palm Beach, FL 33401  
561-832-1921 Fx 561-832-1957

## South County Amphitheater

Qty	Description
26	ADC-BK3, Patch Cable 3ft
1	Audio Accessories-632J4P/TYPE1/WWNOR JUMP, Patchbay w/ normals jumped (2 rows)
1	Audio Accessories-611J4P/TYPE 1, Single row patchbay 26 pt
1	ClearCom-PS-464, 4 Cha System Power Supply
✓ 8	Crown-MA-2402, Power amp, 800 watts per ch/4 ohms, 2 ru.
✓ 4	Crown-MA-3600VZ, Two Channel 1120W @ 8 ohms Power Amp 2 RU
✓ 2	Crown-MA5002VZ, Dual Amp 2000 Watts/Channel
✓ 12	EVI-XLCI-127+, Line Array Speaker
✓ 6	EVI-XLCI118, Sub woofer for line array
✓ 2	EVI-XLCI GRID A2, Rigging Frame
8	Whirlwind-XLCI JUMP, Cables
1	FSR-FL-500P-JL-6, Wall box version of FL-500p, 6 in deep "70"
4	GRAYBAR-THHN #10 ORG, THHN 10G stranded wire - 500' spool
4	GRAYBAR-THHN #10 GRAY, THHN 10G stranded wire - 500' spool
1	ANIXTER-A24H2006SSLP, Hoffman Enclosure w/ swing out panel
1	ANIXTER-A20H2006SSLP, Hoffman Enclosure w/ swing out panel
3	ANIXTER-A16H2006SSLP, Hoffman Enclosure w/ swing out panel
5	ANIXTER-ANADFK, Swing out kit for Nema Enclosure
1	LEX PRODUCTS per quote AC power distro
✓ 1	LEXICON-MX400, 4 channel processor
✓ 1	Listen-LT-800-072, Stationary Transmitter
✓ 8	Listen-LR300, Receiver - Digital FM
✓ 8	Listen-LA-161, Earphone
1	Listen-LA-326, Rack mount kit for LT-800
1	Listen-LA-116, Remote antenna
1	Listen-LA-304, Wall Plaque
1	PACUP-RL-10-D, Littlight
2	MAP-MRK4031AXS-26, Equipment Rack w/ AXS system
2	MidAtlan-TRACK50, AX-S SERVICE TRACKS (PAIR), 48 1/2# EXTENSION
2	MidAtlan-TRACKL, TRACK LEVELER NEEDED TO SERVICE AX-S IN A STEEL ENCLOSURE
2	MidAtlan-SPN-40-312, PAIR OF SIDE PANELS, FITS MRK-4031 & WRK-40-32, BLACK FINISH
2	MidAtlan-FD-40, SOLID FRONT DOOR, FITS 40 SPACE ERK, MRK, WRK SERIES RACKS, BLAC
1	MAP-MRK-3731AXS-26, Equip,ent rack AXS System
1	MidAtlan-SPN-37-312, PAIR OF SIDE PANELS, FITS MRK-3731 & WRK-37-32, BLACK FINISH
1	MidAtlan-FD-37, SOLID FRONT DOOR, FITS 37 SPACE MRK AND WRK SERIES RACKS, BLACK
✓ 1	Denon-DN-635, CD Player w/MP3
✓ 1	Denon-DN-T625, Cassette/CD combination w/ XLR in out
✓ 3	Rane-GE 60, 2 Channel 1/3 oct. Graphic Equalizer
✓ 2	Shure-ULXP4, Single professional receiver, 1/2 wave ant.
✓ 2	Shure-ULX2/BETA58, Wireless transmitter w/ Beta 58 head for ULX system
✓ 2	Symetrix-SYM-NET, Processor 8 x 8
1	Viking-CONSOLE CASE, Per quote
✓ 1	Viking-ROLL RACK, Per quote
1	WestPenn-225, 2 C. 16 AWG STRD T/PR JKT
1	WestPenn-291, 2 CONDUCTOR.22 AWG STRANDED OVERALL SHIELD TWISTED/PAIR JACKET

# SUNSET COVE EQUIPMENT LIST

- 1 Selden-9402, Two pair w/ belfoil shd. 20 ga.
- 10 WestPenn-AQC291, 2 C.22 AWG STRD O/SHLD T/PR JKT
- 1 Whirlwind-W51-W50 15FT, CAB-1
- 1 Whirlwind-W41 TO 48 CH FAN, 20 ft CAB-2
- 1 Whirlwind-W30 TO FAN, 15 ft cab-3
- 1 Whirlwind-W61 TO FAN, 15 ft cab-4
- 1 Whirlwind-RGB,COM,YC,REM, Vide CAB-1V
- 1 Whirlwind-QUOTE PAN-1, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-2, quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-3, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-4, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-5, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-8, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-9, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-10, Quote 2160ss
- 1 Whirlwind-QUOTE PAN 11, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-12, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-13, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-15, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-16, Quote 2160ss
- 4 Whirlwind-MS-6-M-NR-050, sub snake 50'
- ✓ 1 Soundcraft-RW5697SM, GB-8 Mixing Console 40 Ch mono / 4 Ch Stereo / Matrix
- ✓ 1 Soundcraft-DPS3, Redundant power supply
- ✓ 1 Yamaha-SPX2000, Digital Multi-effects processor 24 bit,96khz
- ✓ 6 ClearCom-KB-212, 1 Cha Push/Talk Mic Station
- ✓ 2 ClearCom-KB-211, 2 Cha Headset/Spkr Station
- ✓ 12 ATLAS-C10AT70, SPK 8 IN 10 OZ DUAL T7/5W
- 12 ATLAS-96-8, ENC 8 IN RN .272C' PLAS FLNG 12
- 12 ATLAS-180-2, MTG RAIL 23.75 IN L PR 12
- 12 ATLAS-61-8W, BAF 8 IN RN CRS 2-P WHT
- 8 ATLAS-AT-10, ATN 10W 3DB 1GNG SS'
- ✓ 1 TOA-P-906MK2, POWER AMPLIFIER
- 1 TOA-MB-25B, Rack Mount Kit
- ✓ 1 TOA-L-01S, (S)Line Match Trans Modul
- ✓ 1 SANYO-PLC-XF45, 10000 lumen projector
- 1 SANYO LENS TBD 1.35-1.8:1
- 1 CHIEF TBD MOUNT
- ✓ 1 STEWFILM-QUOTE MODEL C, REAR PROJECTION SCREEN 77058
- ✓ 1 EXTRON-60-423-01, ISS408 Seamless Switcher - Eight Input - Scaler / HDTV
- 1 EXTRON-60-584-12, CPM 112R MAAP mounting frame
- 1 EXTRON-70-287-14, S-Video to 2 BNC Black
- 1 EXTRON-70-309-14, 15 HD to BNC 5 female
- 1 EXTRON-70-292-14, 2 RCA to Captive Screw
- 1 EXTRON-70-293-11, MAAP Plate - 3.5mm Stereo Jack
- 1 EXTRON-70-286-11, MAAP BNC - black
- 7 EXTRON-70-315-11, Blank Plate-Single(Black)
- 1 Panasonic-PANCL77S/1398, mONITOR 17"
- ✓ 1 Tascam-DV-6500, DVD player w/RS232
- ✓ 1 PANASONIC-AG-2570, Video Recorder VHS, 4 Head , 181 Channel
- 1 PAI custom submittals/ as built
- 2 PAI custom rigging

Steve Walsh

SUNSET COVE LIGHT EQUIPMENT LIST  
**MIAMI STAGECRAFT INC.**

---

BILL OF MATERIAL

---

South Count Regional Amphitheatre  
Fixtures and Accessories  
April 2, 2007

	<b>CONTROL &amp; DISTRIBUTION</b>
1	STRAND LIGHTING PACKAGE
1	PERFORMANCE ELECTRIC DISTRIBUTION PACKAGE
	<b>FIXTURES</b>
55	ALTMAN OUTDOOR PAR 64
55	ALTMAN OUTDOOR PAR SNOOTS
12	ALTMAN R40-8' STRIP, 4 CIR, 16 LAMP
166	INSTALLED GSP
24	SAFETY CABLE FOR R40 STRIPS
55	C CLAMP FOR OD-PAR64
12	508 HANGER WITH C CLAMPS FOR R40 STRIP
	<b>ACCESSORIES</b>
1	LEX POWERGATE 400F-C6DS1
1	LEX POWERGATE 200F-C6DS1
1	LEX CUSTOM GFCI PANEL 25 CIRCUIT
25	SHEETS COLOR FILTERS
	<b>CABLE</b>
20	5' SO 12/3 20A PIN
7	10' SO 12/3 20A PIN
5	25' SO 12/3 20A PIN
5	50' SO 12/3 20A PIN
6	SJO 20A TWOFER PIN
	<b>LAMPS</b>
55	PAR64 1000W LAMP
192	PAR38 K250W 120V SPOT LAMP



2855 EAST 11TH AVENUE  
HIALEAH, FLORIDA 33013  
PHONE:305-836-9356 FAX:305-696-3322  
EMAIL:info@miamistagecraft.com

EXHIBIT C

Not required.

EXHIBIT D

Not Required

SPECIAL FACILITIES DIVISION					
ACCOUNT: 0001-580-5207-02-3401		VENDOR CODE: VC0000016430		CONTRACT: Zambelli Fireworks	
MC: AB 4-7-11	PS	FSS	CC	CA:	DD:

## ENTERTAINMENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 13<sup>th</sup> day of April, 20 11, 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 Zambelli Fireworks Manufacturing Co., an Independent Contractor, hereinafter referred to as "Contractor".

### WITNESSETH:

**WHEREAS**, the County desires to host a July 4<sup>th</sup> Celebration, hereinafter referred to as the "Event" at Sunset Cove Amphitheater, hereinafter referred to as the "Facility"; and

**WHEREAS**, as part of the Event, the County desires to hire entertainment, which shall consist of twenty (20) minute fireworks display, hereinafter referred to as "Entertainment"; and

**WHEREAS**, Contractor desires to provide Entertainment to the County at the Facility during the Event; and

**WHEREAS**, Contractor has the knowledge, ability, and equipment to provide such Entertainment for the County; 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 Contractor hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Term:** The Contractor shall commence its Entertainment services on **Sunday July 3, 2011 at 9:00 AM** and shall complete all services by **Monday July 4, 2011 at 11:30 PM**.
3. **Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed fifteen thousand dollars (\$15,000.00) for Entertainment services as described above. The balance in the amount not-to-exceed fifteen thousand dollars (\$15,000.00) shall be paid to Contractor upon completion of the performance of the Entertainment services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Entertainment. If an alternative date for the Entertainment cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.
4. **Taxes:** The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County



is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- A. Contractor shall provide Entertainment as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor's Entertainment shall begin at 9:00 PM and end at 9:20 PM.
- C. Contractor may arrive at the Facility to begin setting up at 9:00 am on Sunday July 3, but shall arrive no later than one thousand, four hundred and forty (1440) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least sixty (60) minutes prior to the scheduled Entertainment time.
- D. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Entertainment, and shall leave the Facility in the same condition the Facility was in prior to conducting the Entertainment.
- E. Contractor's Entertainment shall consist of one (1) set of twenty (20) minutes.
- F. Contractor's Entertainment includes the following other entertainers and performers, which may not be altered without prior County approval: Mason Meyer. Contractor shall appear and perform on stage for one hundred percent (100%) of the scheduled Entertainment time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- G. Contractor shall perform the Entertainment set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- H. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of the Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.
- I. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Entertainment.
- J. County will provide the sound equipment and lighting for Contractor's Entertainment, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- K. The Entertainment shall contain no profanity, obscene language, lewd gestures, or any other material offensive to the general community. Should Contractor fail to comply with this provision, the County may withhold payment to Contractor, and Contractor hereby waives entitlement to said payment. Contractor further understands that future opportunities to perform for the County may be withheld.
- L. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Entertainment, Contractor will perform.
- M. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.

- N. County shall provide all electrical services for the Entertainment, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- O. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Entertainment are required, CONTRACTOR shall attach a copy of each to this Agreement as Exhibit "C".
- P. Contractor shall not use or permit the use of any pyrotechnics of any type during its Entertainment at the Event. (Not applicable)
- Q. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- R. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

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 Entertainment. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, 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. In the event of sickness or acts of nature that prevent Contractor from performing the Entertainment as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar artist, with the prior approval of County. If a substitute artist performs the Entertainment, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute artist. County and Contractor may also negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall immediately refund County's full deposit.
- C. County can adjust Contractor's performance as deemed necessary to conclude the Entertainment early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Entertainment in a professional manner in accordance with this Agreement, Contractor's Entertainment may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Performing Rights: County shall not endorse the Contractor's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the Entertainment, for the sole purpose of

future promotion for the Event. County agrees that it shall not transmit directly from the Facility, at the time of the Entertainment, any part of such recording absent a specific written agreement between the parties to the Agreement permitting such transmission.

8. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
9. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party 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.
10. Representatives: The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Contractor's representative for this Agreement is Mason Meyer, telephone no. 561-886-8626.
11. Indemnification: Contractor shall conduct its activities and Entertainment and the activities and Entertainment 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 Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, 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. If County determines insurance is required to perform this Agreement, Contractor 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 described in Exhibit "D". Contractor 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 Contractor 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 Contractor 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 Special Facilities  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name:           Zambelli Fireworks Manufacturing Co.

CONTRACTOR'S Address:       20 S. Mercer Street, New Castle, PA 16103

CONTRACTOR'S Phone No:   561-886-8626

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 Contractor.
15. Authorization: Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, 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 Contractor 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 Contractor 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 Contractor 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. Criminal History Records Check: The Contractor shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The Contractor acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the Contractor shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
20. 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.
21. Entirety of Contractual Agreement: The County and the Contractor 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.
22. 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.
23. 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, familial status, sexual orientation, gender identity or expression.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)


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

**PALM BEACH COUNTY WITNESS**

  
SIGNATURE

NANCY BEALE  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

  
DEPARTMENT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$50,000.)

**INDEPENDENT CONTRACTOR**

  
SIGNATURE

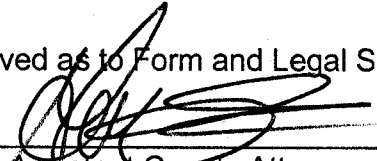
Mason Meyer - Regional Manager  
NAME & TITLE (TYPE OR PRINT)

**CONTRACTOR WITNESS**

  
SIGNATURE

ANA C. ESTORILLO  
NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By:   
Assistant County Attorney

## EXHIBIT A

### Scope of Work

#### **Monday July 4, 2011    Zambelli Fireworks**

The Contractor will supply the following firework shells set to music on CD supplied by Contractor.

450 – 3 inch shells  
450 - 3 inch finale shells  
90 – 4 inch single break shells  
90 - 4 inch premium designs shells  
40 – 5 inch single break shells  
40 – 5 inch premium break shells  
40 – 5 inch special pattern shells  
40 – 6 inch single break shells  
40 – 6 inch premium design shells  
40 – 6 inch special pattern shells

Contractor will supply three (3) pyrotechnicians, transportation, permit fees, fuses, cribbing, lumber, protective tarps and tents required.

The County will not provide a hospitality rider or meal before, during or after the performance.

## EXHIBIT B

### Production Specifications

#### Monday July 4, 2011 Zambelli Fireworks

County will provide a sound system and CD player to play fireworks music.

Contractor will provide prerecorded music CD.

**EXHIBIT C**

See attached - ATF License

**EXHIBIT D**


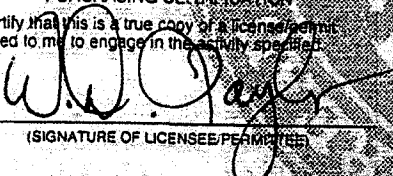




DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

**LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)**

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555) you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

DIRECT ATF CORRESPONDENCE TC	Christopher R. Reeves Chief, Federal Explosives Licensing Center (FELC) Bureau of Alcohol, Tobacco, Firearms and Explosives 244 Needy Road Martinsburg, West Virginia 25405 Telephone: 1-877-283-3382 Fax: 1-304-616-4401	LICENSE FELC NUMBER 8-PA-073-20-2B-02043 EXPIRATION DATE February 1, 2012
NAME ZAMBELLI FIREWORKS INTERNATIONALE		Premises Address CHANGES? You must notify the FELC at least 10 days before the move. 20 SOUTH MERCER STREET NEW CASTLE, PA 16101
TYPE OF LICENSE OR PERMIT 20-MANUFACTURER OF HIGH EXPLOSIVES		
CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC)  Christopher R. Reeves		
PURCHASING CERTIFICATION I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.  (SIGNATURE OF LICENSEE/PERMITEE)		Mailing Address CHANGES? You must notify the FELC at least 10 days before the change. ZAMBELLI FIREWORKS MANUFACTURING CO ZAMBELLI FIREWORKS INTERNATIONALE PO BOX 1463 NEW CASTLE, PA 16103
The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 555. The signature on each reproduction must be an ORIGINAL signature.		
ATF F 5400.14/5400.15, Part 1 (8/89)		

See attached - Certificate of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/20/2011

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).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. 6240 SOM Center Rd. Cleveland OH 44139	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 440-248-4711 <b>FAX</b> (A/C, No): 440-544-1234 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b>														
<b>INSURED</b> Zambelli Fireworks Mfg. Co. PO Box 1463 New Castle PA 16103-1463	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Lexington Insurance Co</td><td></td></tr><tr><td>INSURER B: Granite State Insurance Co.</td><td>23809</td></tr><tr><td>INSURER C: Colony National Insurance Co</td><td>34118</td></tr><tr><td>INSURER D: Florida JUA</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Co		INSURER B: Granite State Insurance Co.	23809	INSURER C: Colony National Insurance Co	34118	INSURER D: Florida JUA		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 1352753663

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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		1619391-03	2/1/2011	2/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA93488083	2/1/2011	2/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$		AR5461096	2/1/2011	2/1/2012	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	2838C374 (FL)	12/30/2010	12/30/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER USL&H E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Display Date: July 4, 2011. Rain Date: July 5, 2011. Display Location: Sunset Cove Amphitheater, Boca Raton, FL 33498. Additionally insureds: Sunset Cove Amphitheater, Palm Beach County Board of County Commissioners - ATIMA.

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County Board of County Commissioners  
2700 6th Avenue South  
Lake Worth FL 33461

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

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ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD



Thursday, August 24, 2011

Tom Landy  
Special Events Coordinator  
PBC Parks and Rec.  
2700 6<sup>th</sup> Ave. So.  
Lake Worth, FL 33461

Re: Authorization to sign Contracts

Please be advised that Mason Meyer, Regional Manager, is authorized to sign contracts on behalf of Zambelli Fireworks Manufacturing Company.

Thank you for the opportunity to respond to your request, please contact me if you have any questions.

Sincerely,

W. Douglas Taylor  
President & CEO  
Zambelli Fireworks Manufacturing Co.  
20 S. Mercer Street  
New Castle, PA 16103


New Castle, PA  
Raleigh, NC

Shafter, CA  
Myrtle Beach, SC

1 West Camino Real Blvd  
Ste 100  
Boca Raton, FL 33432

Walkersville, MD  
Denver, CO

Cincinnati, OH  
Pequot Lakes, MN

SPECIAL FACILITIES DIVISION					
ACCOUNT: 0001-580-5207-03-3401		VENDOR CODE: VC0000133660		CONTRACT: Frank LoVerso	
MC: AB 6/7/11	PS: 	FSS:	GC:	CA:	DD:

## ENTERTAINMENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 1<sup>ST</sup> day of JULY, 20 11, 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 Frank LoVerso, an Independent Contractor, hereinafter referred to as "Contractor".

### W I T N E S S E T H:

**WHEREAS**, the County desires to host a Rock/Pop concert, hereinafter referred to as the "Event" at Canyon Town Center, hereinafter referred to as the "Facility"; and

**WHEREAS**, as part of the Event, the County desires to hire entertainment, which shall consist of a five (5) piece band called Whitestone Band, hereinafter referred to as "Entertainment"; and

**WHEREAS**, Contractor desires to provide Entertainment to the County at the Facility during the Event; and

**WHEREAS**, Contractor has the knowledge, ability, and equipment to provide such Entertainment for the County; 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 Contractor hereby agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Term: The Contractor shall commence its Entertainment services on Saturday August 6, 2011 at 4:00 PM and shall complete all services by Saturday August 6, 2011 at 11:00 PM
3. Payments To Contractor: County shall pay Contractor a total amount not-to-exceed Nine Hundred dollars (\$900.00) for Entertainment services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed Four Hundred and Fifty dollars (\$450.00), which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed Four Hundred and Fifty dollars (\$450.00), shall be paid to Contractor upon completion of the performance of the Entertainment services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Entertainment. If an alternative date for the Entertainment cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.
4. Taxes: The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll

taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- A. Contractor shall provide Entertainment as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor's Entertainment shall begin at 7:00 pm and end at 9:00 pm.
- C. Contractor may arrive at the Facility to begin setting up at 4:00 pm, but shall arrive no later than one hundred and twenty (120) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least thirty (30) minutes prior to the scheduled Entertainment time.
- D. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Entertainment, and shall leave the Facility in the same condition the Facility was in prior to conducting the Entertainment.
- E. Contractor's Entertainment shall consist of two (2) sets of fifty-five (55) minutes each set.
- F. Contractor's Entertainment includes the following other entertainers and performers, which may not be altered without prior County approval: Frank LoVerso, Joe LoVerso, Frank Mancuso, Jell Halle and Tony Marchese. Contractor shall appear and perform on stage for at least ninety percent (90%) of the scheduled Entertainment time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- G. Contractor shall perform the Entertainment set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- H. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of the Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.
- I. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Entertainment.
- J. County will not provide the sound equipment and lighting for Contractor's Entertainment, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- K. The Entertainment shall contain no profanity, obscene language, lewd gestures, or any other material offensive to the general community. Should Contractor fail to comply with this provision, the County may withhold payment to Contractor, and Contractor hereby waives entitlement to said payment. Contractor further understands that future opportunities to perform for the County may be withheld.
- L. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Entertainment, Contractor will perform.

- M. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- N. County shall provide all electrical services for the Entertainment, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- O. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Entertainment are required, Contractor shall attach a copy of each to this Agreement as Exhibit "C".
- P. Contractor shall not use or permit the use of any pyrotechnics of any type during its Entertainment at the Event.
- Q. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- R. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- A. In case of inclement whether (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 Entertainment. Upon cancellation due to inclement whether, County and Contractor may negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, 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. In the event of sickness or acts of nature that prevent Contractor from performing the Entertainment as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar artist, with the prior approval of County. If a substitute artist performs the Entertainment, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute artist. County and Contractor may also negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall immediately refund County's full deposit.
- C. County can adjust Contractor's performance as deemed necessary to conclude the Entertainment early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Entertainment in a professional manner in accordance with this Agreement, Contractor's Entertainment may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Performing Rights: County shall not endorse the Contractor's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the Entertainment, for the sole purpose of future promotion for the Event. County agrees that it shall not transmit directly from the Facility, at the time of the Entertainment, any part of such recording absent a specific written agreement between the parties to the Agreement permitting such transmission.
8. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
9. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party 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.
10. Representatives: The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Contractor's representative for this Agreement is Frank LoVerso, telephone no. 561-793-4921.
11. Indemnification: Contractor shall conduct its activities and Entertainment and the activities and Entertainment 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 Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, 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. If County determines insurance is required to perform this Agreement, Contractor 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 described in Exhibit "D". Contractor 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 Contractor 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 Contractor 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 Special Facilities  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Frank LoVerso

CONTRACTOR'S Address: 14644 Paddock Dr., Wellington, FL 33414



CONTRACTOR'S Phone No: 561-793-4921

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 Contractor.
15. Authorization: Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, 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 Contractor 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 Contractor 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 Contractor 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. Criminal History Records Check: The Contractor shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The Contractor acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the Contractor shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
20. 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.
21. Entirety of Contractual Agreement: The County and the Contractor 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.
22. 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.
23. 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, familial status, sexual orientation, gender identity or expression.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

NANCY BEALE  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

[Signature]  
DEPARTMENT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$50,000.)

**INDEPENDENT CONTRACTOR**

Frank Lovesso  
SIGNATURE

FRANK LOVESSO  
NAME & TITLE (TYPE OR PRINT)

**CONTRACTOR WITNESS**

x Marilyn Larsen  
SIGNATURE

MARILYN LARSEN  
NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By: Anne Delgado  
Assistant County Attorney

## EXHIBIT A

### Scope of Work

#### **Saturday August 6, 2011 Whitestone Band**

The Contractor will perform two (2) sets of fifty-five (55) minutes each of live (not pre-recorded) music at Canyon Town Center Amphitheater. There will one (1) ten (10) minute break. The County will review and may edit Contractors performance song list one week prior to performance. Performance time is from **7:00 PM to 9:00 PM**. Sound check will begin at 6:00 PM and conclude by 6:30 PM. Instruments, equipment and microphones will not be moved after the sound check has been completed.

The County will provide the Contractor with bottled water.

The Contractor will supply all sound and lighting equipment, backline, extension cords, amps and necessary cables.

The County will not provide a hospitality rider or meal before, during or after the performance.

## EXHIBIT B

### Production Specifications

#### Saturday August 6, 2011 Whitestone Band

The Contractor agrees to supply a full sound and lighting system adequate enough for this production.

The Contractor will supply all backline, extension cords, amps and necessary cables.

EXHIBIT C

Not required.

EXHIBIT D

Not Required

SPECIAL FACILITIES DIVISION					
ACCOUNT: 0001-580-5207-01-3401		VENDOR CODE: VC0000128128		CONTRACT: Maximum Bands Entertainment LLC	
MC AB 6-8-11	PS <i>PS</i>	FSS	CC	CA	BD

# **ENTERTAINMENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the 1<sup>ST</sup> day of JULY, 2011, 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 Maximum Bands Entertainment LLC, an Independent Contractor, hereinafter referred to as "Contractor".

## **WITNESSETH:**

**WHEREAS**, the County desires to host a U2 Tribute act concert, hereinafter referred to as the "Event" at Seabreeze Amphitheater, hereinafter referred to as the "Facility"; and

**WHEREAS**, as part of the Event, the County desires to hire entertainment, which shall consist of a 4 piece band called "U2 by UV Tribute Act", hereinafter referred to as "Entertainment"; and

**WHEREAS**, Contractor desires to provide Entertainment to the County at the Facility during the Event; and

**WHEREAS**, Contractor has the knowledge, ability, and equipment to provide such Entertainment for the County; 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 Contractor hereby agree as follows:

- Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
- Term: The Contractor shall commence its Entertainment services on **Saturday September 3, 2011 at 4:00 PM** and shall complete all services by **Saturday September 3, 2011 at 11:30 PM**.
- Payments To Contractor: County shall pay Contractor a total amount not-to-exceed **two thousand, five hundred dollars (\$2,500.00)** for Entertainment services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed **one thousand, two hundred and fifty dollars (\$1,250.00)**, which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed **one thousand, two hundred and fifty dollars (\$1,250.00)**, shall be paid to Contractor upon completion of the performance of the Entertainment services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Entertainment. If an alternative date for the Entertainment cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.
- Taxes: The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll

taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- A. Contractor shall provide Entertainment as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor's Entertainment shall begin at 8:00 pm and end at 10:00 pm.
- C. Contractor may arrive at the Facility to begin setting up at 4:00 pm, but shall arrive no later than one hundred and twenty (120) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least thirty (30) minutes prior to the scheduled Entertainment time.
- D. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Entertainment, and shall leave the Facility in the same condition the Facility was in prior to conducting the Entertainment.
- E. Contractor's Entertainment shall consist of 2 sets of fifty-five (55) minutes each set.
- F. Contractor's Entertainment includes the following other entertainers and performers, which may not be altered without prior County approval: Eddie Steklasa, Joe Clements, Michael Schmidt, Marcus Suarez. Contractor shall appear and perform on stage for at least ninety percent (90%) of the scheduled Entertainment time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- G. Contractor shall perform the Entertainment set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- H. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of the Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.
- I. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Entertainment.
- J. County will provide the sound equipment and lighting for Contractor's Entertainment, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- K. The Entertainment shall contain no profanity, obscene language, lewd gestures, or any other material offensive to the general community. Should Contractor fail to comply with this provision, the County may withhold payment to Contractor, and Contractor hereby waives entitlement to said payment. Contractor further understands that future opportunities to perform for the County may be withheld.
- L. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Entertainment, Contractor will perform.



- M. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- N. County shall provide all electrical services for the Entertainment, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- O. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Entertainment are required, Contractor shall attach a copy of each to this Agreement as Exhibit "C".
- P. Contractor shall not use or permit the use of any pyrotechnics of any type during its Entertainment at the Event.
- Q. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- R. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

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 Entertainment. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, 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. In the event of sickness or acts of nature that prevent Contractor from performing the Entertainment as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar artist, with the prior approval of County. If a substitute artist performs the Entertainment, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute artist. County and Contractor may also negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall immediately refund County's full deposit.
- C. County can adjust Contractor's performance as deemed necessary to conclude the Entertainment early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Entertainment in a professional manner in accordance with this Agreement, Contractor's Entertainment may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Performing Rights: County shall not endorse the Contractor's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the Entertainment, for the sole purpose of future promotion for the Event. County agrees that it shall not transmit directly from the Facility, at the time of the Entertainment, any part of such recording absent a specific written agreement between the parties to the Agreement permitting such transmission.
8. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
9. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party 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.
10. Representatives: The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Contractor's representative for this Agreement is Rich Rubin, telephone no. 813-818-1000.
11. Indemnification: Contractor shall conduct its activities and Entertainment and the activities and Entertainment 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 Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, 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. If County determines insurance is required to perform this Agreement, Contractor 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 described in Exhibit "D". Contractor 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 Contractor 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 Contractor 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 Special Facilities  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Maximum Bands Entertainment LLC/Rich Rubin  
CONTRACTOR'S Address: 5447 Ginger Cove Dr. Suite F, Tampa, FL 33634  
CONTRACTOR'S Phone No: 813-818-1000

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 Contractor.
15. Authorization: Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, 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 Contractor 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 Contractor 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 Contractor 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. Criminal History Records Check: The Contractor shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The Contractor acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the Contractor shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
20. 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.
21. Entirety of Contractual Agreement: The County and the Contractor 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.
22. 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.
23. 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, familial status, sexual orientation, gender identity or expression.

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**PALM BEACH COUNTY WITNESS**

SIGNATURE

*Nancy Beale*

NAME (TYPE OR PRINT)

Nancy BEALE

**PALM BEACH COUNTY**

DEPARTMENT DIRECTOR

*[Signature]*

COUNTY ADMINISTRATOR (If contract value exceeds \$50,000.)

**INDEPENDENT CONTRACTOR**

SIGNATURE

*[Signature]*

NAME & TITLE (TYPE OR PRINT)

Richard Rubin - President

**CONTRACTOR WITNESS**

SIGNATURE

*[Signature]*

NAME (TYPE OR PRINT)

Cristi Walsh

Approved as to Form and Legal Sufficiency

By: *[Signature]*  
Assistant County Attorney

## EXHIBIT A

### Scope of Work

#### **Saturday September 3 2011 U2 by UV Tribute Act**

The Contractor will perform two (2) sets of fifty-five (55) minutes each of live (not pre-recorded) music at Seabreeze Amphitheater. There will one (1) ten (10) minute break. The County will review and may edit Contractors performance song list one week prior to performance. Performance time is from **8:00 PM to 10:00 PM**. Sound check will begin at 7:00 PM and conclude by 7:30 PM. Instruments, equipment and microphones will not be moved after the sound check has been completed.

The County will provide the Contractor with bottled water and one air conditioned dressing room.

The County will not provide a hospitality rider or meal before, during or after the performance.

EXHIBIT B

Production Specifications

Saturday September 3, 2011 U2 by UV Tribute Act

The County agrees to supply a full sound and lighting system as listed below:

1.00	Crew	Audio Tech	1 Day	Included	Included
1.00	Crew	Production Manager	1 Day	Included	Included
1.00	Crew	Lighting Tech	1 Day	Included	Included
1.00	Crew	Stage Tech	1 Day	Included	Included
		<u>Sound System</u>			
1.00	Audio	Main PA System W/ Amps and 4 Stacks	1 Day	Included	Included
1.00	Audio	40 Channel Console Mixing Console	1 Day	Included	Included
1.00	Audio	Outboard racks for FOH	1 Day	Included	Included
1.00	Audio	Snake	1 Day	Included	Included
1.00	Audio	4 mix Monitor System (run from FOH)	1 Day	Included	Included
1.00	Audio	Assorted Mics, Dis, Cables & Stands	1 Day	Included	Included
1.00	Audio	Power Distro Unit	1 Day	Included	Included
		<u>Lighting</u>			
2.00	Lighting	Par 56 Trees w/ dimmers & controller	1 Day	Included	Included
1.00	Lighting	Follow Spot	1 Day	Included	Included
		<u>Cartage</u>			
1.00	Cartage	Transportation to and from the site	1 Day	Included	Included
		<u>Standard Show Subtotal</u>			
		<u>Staging</u>			
1.00	Staging	8'x8' Riser	1 Day	Included	Included
		<u>Cable Track</u>			
1.00	Safety	Cable Track	1 Day	Included	Included

The Contractor will supply all backline, extension cords, amps and necessary cables.

EXHIBIT C

Not required.

**EXHIBIT D**

**Not Required**



SPECIAL FACILITIES DIVISION					
ACCOUNT: 0001-580-5207-02-3401		VENDOR CODE: VC0000125365		CONTRACT: Peter Noble <i>THE FABULOUS FLEETWOODS</i>	
MC:AB 6-10-11	PS <i>bot</i>	FSS:	CC:	CA:	DD:

ENTERTAINMENT CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 19<sup>th</sup> day of JULY, 2011, 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 Peter Nobel, an Independent Contractor, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County desires to host a Rock and Blues concert, hereinafter referred to as the "Event" at Sunset Cove Amphitheater, hereinafter referred to as the "Facility"; and

WHEREAS, as part of the Event, the County desires to hire entertainment, which shall consist of a four piece band called The Fabulous Fleetwoods, hereinafter referred to as "Entertainment"; and

WHEREAS, Contractor desires to provide Entertainment to the County at the Facility during the Event; and

WHEREAS, Contractor has the knowledge, ability, and equipment to provide such Entertainment for the County; 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 Contractor hereby agree as follows:

- Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
- Term: The Contractor shall commence its Entertainment services on **Saturday September 17, 2011 at 6:00 PM** and shall complete all services by **Saturday September 17, 2011 at 11:30 PM**.
- Payments To Contractor: County shall pay Contractor a total amount not-to-exceed **nine hundred dollars (\$900.00)** for Entertainment services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed **four hundred and fifty dollars (\$450.00)**, which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed **four hundred and fifty dollars (\$450.00)** shall be paid to Contractor upon completion of the performance of the Entertainment services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Entertainment. If an alternative date for the Entertainment cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.
- Taxes: The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll

taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- A. Contractor shall provide Entertainment as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor's Entertainment shall begin at 8:00 PM and end at 10:00 PM.
- C. Contractor may arrive at the Facility to begin setting up at 6:00 pm, but shall arrive no later than ninety (90) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least thirty(30) minutes prior to the scheduled Entertainment time.
- D. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Entertainment, and shall leave the Facility in the same condition the Facility was in prior to conducting the Entertainment.
- E. Contractor's Entertainment shall consist of 2 sets of fifty-five (55) minutes each set.
- F. Contractor's Entertainment includes the following other entertainers and performers, which may not be altered without prior County approval: Peter Nobel, Jim Jones, Richie Schmidt, and John Harris. Contractor shall appear and perform on stage for at least ninety percent (90%) of the scheduled Entertainment time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- G. Contractor shall perform the Entertainment set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- H. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of the Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.
- I. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Entertainment.
- J. County will provide the sound equipment and lighting for Contractor's Entertainment, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- K. The Entertainment shall contain no profanity, obscene language, lewd gestures, or any other material offensive to the general community. Should Contractor fail to comply with this provision, the County may withhold payment to Contractor, and Contractor hereby waives entitlement to said payment. Contractor further understands that future opportunities to perform for the County may be withheld.
- L. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Entertainment, Contractor will perform.
- M. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the

assigned area prior to the beginning of the Event.

- N. County shall provide all electrical services for the Entertainment, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- O. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Entertainment are required, Contractor shall attach a copy of each to this Agreement as Exhibit "C".
- P. Contractor shall not use or permit the use of any pyrotechnics of any type during its Entertainment at the Event.
- Q. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- R. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- A. In case of inclement whether (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 Entertainment. Upon cancellation due to inclement whether, County and Contractor may negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, 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. In the event of sickness or acts of nature that prevent Contractor from performing the Entertainment as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar artist, with the prior approval of County. If a substitute artist performs the Entertainment, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute artist. County and Contractor may also negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall immediately refund County's full deposit.
- C. County can adjust Contractor's performance as deemed necessary to conclude the Entertainment early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Entertainment in a professional manner in accordance with this Agreement, Contractor's Entertainment may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Performing Rights: County shall not endorse the Contractor's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the Entertainment, for the sole purpose of future promotion for the Event. County agrees that it shall not transmit directly from the Facility, at the time of the Entertainment, any part of such recording absent a specific written agreement between the parties to the Agreement permitting such transmission.
8. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
9. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party 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.
10. Representatives: The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Contractor's representative for this Agreement is Peter Nobel, telephone no. 561-252-6443.
11. Indemnification: Contractor shall conduct its activities and Entertainment and the activities and Entertainment 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 Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, 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. If County determines insurance is required to perform this Agreement, Contractor 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 described in Exhibit "D". Contractor 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 Contractor 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 Contractor 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 Special Facilities  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Peter Noble

CONTRACTOR'S Address: 4743 Dolphin Drive, Lake Worth, FL 33428

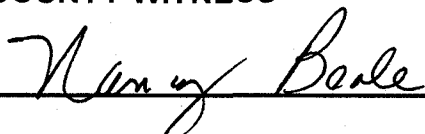
CONTRACTOR'S Phone No: 561-252-6443

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 Contractor.
15. Authorization: Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.
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21. Entirety of Contractual Agreement: The County and the Contractor 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.
22. 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.
23. 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, familial status, sexual orientation, gender identity or expression.

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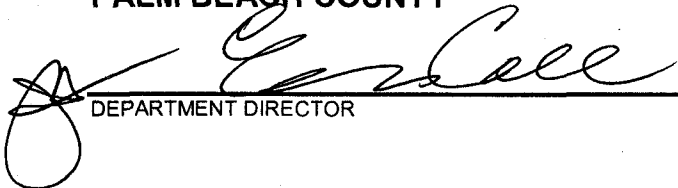
IN WITNESS WHEREOF, the parties have set their hands and seals in the date first above written

**PALM BEACH COUNTY WITNESS**

  
\_\_\_\_\_  
SIGNATURE

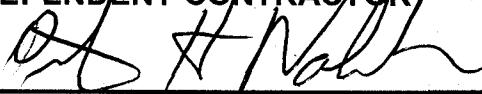
  
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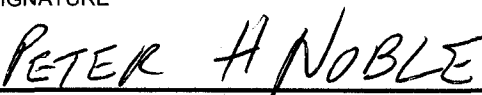
**PALM BEACH COUNTY**

  
\_\_\_\_\_  
DEPARTMENT DIRECTOR

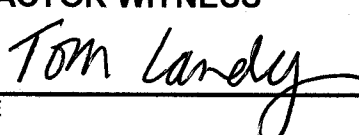
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COUNTY ADMINISTRATOR (If contract value exceeds \$50,000.)

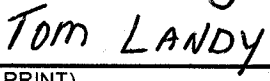
**INDEPENDENT CONTRACTOR**

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
NAME & TITLE (TYPE OR PRINT)

**CONTRACTOR WITNESS**

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

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

## EXHIBIT A

### Scope of Work

#### Saturday September 17, 2011 Fabulous Fleetwoods

The Contractor will perform two (2) sets of fifty-five (55) minutes each of live (not pre-recorded) music at Sunset Cove Amphitheater. There will one (1) ten (10) minute break. The County will review and may edit Contractors performance song list one week prior to performance. Performance time is from **8:00 PM to 10:00 PM**. Sound check will begin at 7:00 PM and conclude by 7:30 PM. Instruments, equipment and microphones will not be moved after the sound check has been completed.

The County will provide the Contractor with bottled water and one (1) air conditioned dressing room.

The Contractor will supply all backline, extension cords, amps and necessary cables.

The County will not provide a hospitality rider or meal before, during or after the performance.

## **EXHIBIT B**

### **Production Specifications**

#### **Saturday September 17, 2011 Fabulous Fleetwoods**

The County agrees to supply a full sound and lighting system adequate enough for this production. See attached equipment list.

The Contractor will supply all backline, extension cords, amps and necessary cables.



## SUNSET COVE SOUND EQUIPMENT LIST

Project Number 3980

Stale Cooper.

## Peerson Audio, Inc.

## Equipment List

511 South Olive Avenue  
West Palm Beach, FL 33401  
561-832-1921 Fx 561-832-1957

## South County Amphitheater

Qty	Description
26	ADC-BK3, Patch Cable 3ft
1	Audio Accessories-632J4P/TYPE1/WNOR JUMP, Patchbay w/ normals jumped (2 rows)
1	Audio Accessories-611J4P/TYPE 1, Single row patchbay 26 pt
1	ClearCom-PS-464, 4 Cha System Power Supply
✓ 8	Crown-MA-2402, Power amp, 800 watts per ch/4 ohms, 2 ru.
✓ 4	Crown-MA-3600VZ, Two Channel 1120W @ 8 ohms Power Amp 2 RU
✓ 2	Crown-MA5002VZ, Dual Amp 2000 Watts/Channel
✓ 12	EVI-XLCI-127+, Line Array Speaker
✓ 6	EVI-XLCI118, Sub woofer for line array
✓ 2	EVI-XLCI GRID A2, Rigging Frame
8	Whirlwind-XLCI JUMP, Cables
1	FSR-FL-500P-JL-6, Wall box version of FL-500p, 6 in deep "70"
4	GRAYBAR-THHN #10 ORG, THHN 10G stranded wire - 500' spool
4	GRAYBAR-THHN #10 GRAY, THHN 10G stranded wire - 500' spool
1	ANIXTER-A24H2006SSLP, Hoffman Enclosure w/ swing out panel
1	ANIXTER-A20H2006SSLP, Hoffman Enclosure w/ swing out panel
3	ANIXTER-A16H2006SSLP, Hoffman Enclosure w/ swing out panel
5	ANIXTER-ANADFK, Swing out kit for Nema Enclosure
1	LEX PRODUCTS per quote AC power distro
✓ 1	LEXICON-MX400, 4 channel processor
✓ 1	Listen-LT-800-072, Stationary Transmitter
✓ 8	Listen-LR300, Receiver - Digital FM
✓ 8	Listen-LA-161, Earphone
1	Listen-LA-326, Rack mount kit for LT-800
1	Listen-LA-116, Remote antenna
1	Listen-LA-304, Wall Plaque
1	PACSUP-RL-10-D, Littlight
2	MAP-MRK4031AXS-26, Equipment Rack w/ AXS system
2	MidAtlan-TRACK50, AX-S SERVICE TRACKS (PAIR), 48 1/2# EXTENSION
2	MidAtlan-TRACKL, TRACK LEVELER NEEDED TO SERVICE AX-S IN A STEEL ENCLOSURE
2	MidAtlan-SPN-40-312, PAIR OF SIDE PANELS, FITS MRK-4031 & WRK-40-32, BLACK FINISH
2	MidAtlan-FD-40, SOLID FRONT DOOR, FITS 40 SPACE ERK, MRK, WRK SERIES RACKS, BLAC
1	MAP-MRK-3731AXS-26, Equip,ent rack AXS System
1	MidAtlan-SPN-37-312, PAIR OF SIDE PANELS, FITS MRK-3731 & WRK-37-32, BLACK FINISH
1	MidAtlan-FD-37, SOLID FRONT DOOR, FITS 37 SPACE MRK AND WRK SERIES RACKS, BLACK
✓ 1	Denon-DN-635, CD Player w/MP3
✓ 1	Denon-DN-T625, Cassette/CD combination w/ XLR in out
✓ 3	Rane-GE 60, 2 Channel 1/3 oct. Graphic Equalizer
✓ 2	Shure-ULXP4, Single professional receiver, 1/2 wave ant.
✓ 2	Shure-ULX2/BETA58, Wireless transmitter w/ Beta 58 head for ULX system
✓ 2	Symetrix-SYM-NET, Processor 8 x 8
1	Viking-CONSOLE CASE, Per quote
✓ 1	Viking-ROLL RACK, Per quote
1	WestPenn-225, 2 C. 16 AWG STRD T/PR JKT
1	WestPenn-291, 2 CONDUCTOR.22 AWG STRANDED OVERALL SHIELD TWISTED/PAIR JACKET

# SUNSET COVE SOUND EQUIPMENT

- 1 Beiden-9402, Two pair w/ belfoil shd. 20 ga.
- 10 WestPenn-AQC291, 2 C.22 AWG STRD O/SHLD T/PR JKT
- 1 Whirlwind-W51-W50 15FT, CAB-1
- 1 Whirlwind-W41 TO 48 CH FAN, 20 ft CAB-2
- 1 Whirlwind-W30 TO FAN, 15 ft cab-3
- 1 Whirlwind-W61 TO FAN, 15 ft cab-4
- 1 Whirlwind-RGB,COM,YC,REM, Vide CAB-1V
- 1 Whirlwind-QUOTE PAN-1, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-2, quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-3, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-4, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-5, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-8, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-9, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-10, Quote 2160ss
- 1 Whirlwind-QUOTE PAN 11, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-12, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-13, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-15, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-16, Quote 2160ss
- 4 Whirlwind-MS-6-M-NR-050, sub snake 50'
- ✓1 Soundcraft-RW5697SM, GB-8 Mixing Console 40 Ch mono / 4 Ch Stereo / Matrix
- ✓1 Soundcraft-DPS3, Redundant power supply
- ✓1 Yamaha-SPX2000, Digital Multi-effects processor 24 bit,96khz
- ✓6 ClearCom-KB-212, 1 Cha Push/Talk Mic Station
- ✓2 ClearCom-KB-211, 2 Cha Headset/Sprk Station
- ✓12 ATLAS-C10AT70, SPK 8 IN 10 OZ DUAL T7/5W
- 12 ATLAS-96-8, ENC 8 IN RN .272C' PLAS FLNG
- 12 ATLAS-180-2, MTG RAIL 23.75 IN L PR
- 12 ATLAS-61-8W, BAF 8 IN RN CRS 2-P WHT
- 8 ATLAS-AT-10, ATN 10W 3DB 1GNG SS
- ✓1 TOA-P-906MK2, POWER AMPLIFIER
- 1 TOA-MB-25B, Rack Mount Kit
- 1 TOA-L-01S, (S)Line Match Trans Modul
- ✓1 SANYO-PLC-XF45, 10000 lumen projector
- 1 SANYO LENS TBD 1.35-1.8:1
- 1 CHIEF TBD MOUNT
- ✓1 STEWFILM-QUOTE MODEL C, REAR PROJECTION SCREEN 77058
- ✓1 EXTRON-60-423-01, ISS408 Seamless Switcher - Eight Input - Scaler / HDTV
- 1 EXTRON-60-584-12, CPM 112R MAAP mounting frame
- 1 EXTRON-70-287-14, S-Video to 2 BNC Black
- 1 EXTRON-70-309-14, 15 HD to BNC 5 female
- 1 EXTRON-70-292-14, 2 RCA to Captive Screw
- 1 EXTRON-70-293-11, MAAP Plate - 3.5mm Stereo Jack
- 1 EXTRON-70-286-11, MAAP BNC - black
- 7 EXTRON-70-315-11, Blank Plate-Single(Black)
- 1 Panasonic-PANCL77S/1398, mONITOR 17"
- ✓1 Tascam-DV-6500, DVD player w/RS232
- ✓1 PANASONIC-AG-2570, Video Recorder VHS, 4 Head , 181 Channel
- 1 PAI custom submittals/ as built
- 2 PAI custom rigging

12  
12

Steve Walsh

SUNSET COVE LIGHT EQUIPMENT LIST  
**MIAMI STAGECRAFT INC.**

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BILL OF MATERIAL

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South Count Regional Amphitheatre  
Fixtures and Accessories  
April 2, 2007

	<b>CONTROL &amp; DISTRIBUTION</b>
1	STRAND LIGHTING PACKAGE
1	PERFORMANCE ELECTRIC DISTRIBUTION PACKAGE
	<b>FIXTURES</b>
55	ALTMAN OUTDOOR PAR 64
55	ALTMAN OUTDOOR PAR SNOOTS
12	ALTMAN R40-8' STRIP, 4 CIR, 16 LAMP
166	INSTALLED GSP
24	SAFETY CABLE FOR R40 STRIPS
55	C CLAMP FOR OD-PAR64
12	508 HANGER WITH C CLAMPS FOR R40 STRIP
	<b>ACCESSORIES</b>
1	LEX POWERGATE 400F-C6DS1
1	LEX POWERGATE 200F-C6DS1
1	LEX CUSTOM GFCI PANEL 25 CIRCUIT
25	SHEETS COLOR FILTERS
	<b>CABLE</b>
20	5' SO 12/3 20A PIN
7	10' SO 12/3 20A PIN
5	25' SO 12/3 20A PIN
5	50' SO 12/3 20A PIN
6	SJO 20A TWOFER PIN
	<b>LAMPS</b>
55	PAR64 1000W LAMP
192	PAR38 K250W 120V SPOT LAMP



2855 EAST 117<sup>TH</sup> AVENUE  
HIALEAH, FLORIDA 33013  
PHONE: 305-836-9356 FAX: 305-696-3322  
EMAIL: info@miamistagecraft.com

## EXHIBIT C

Not required.

EXHIBIT D

Not Required