

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 6, 2011

Consent Regular
 Ordinance 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: **A) approve** a non-standard Amphitheater Rental Agreement with AEG Live SE, LLC for the presentation of a "My Morning Jacket" Concert on December 10, 2011, at Sunset Cove Amphitheater; and **B) adopt** a resolution authorizing the County Administrator or his designee to execute standard Amphitheater Rental Agreements with AEG Live SE, LLC or other affiliate offices.

Summary: The Parks and Recreation Department (Department) utilizes a standard Amphitheater Rental Agreement which is executed at the Department level. Promoter AEG Live SE, LLC (AEG) has requested modifications to the approved standard Amphitheater Rental Agreement language. The modifications clarify the responsibilities and expectations of the County and AEG for issues such as damages, personal injury, and indemnification. These changes, along with other minor administrative changes were agreed to by attorneys for the both the renter and the County. This non-standard Amphitheater Rental Agreement releases AEG from liability to the extent such damage or injury is caused by the County's negligence or willful misconduct, or structural or premise related defects at the Sunset Cove Amphitheater. Due to the frequency of AEG renting County amphitheaters, staff is recommending that the BCC approve a resolution which delegates authority to the County Administrator or his/her designee to execute a standard amphitheater rental agreement for use specifically with AEG instead of routinely bringing non-standard amphitheater rental agreements to the BCC for approval. County revenues generated from the concert range from a minimum of \$3,500, or 10% of the gross ticket sales less tax, to a maximum of \$12,000 plus miscellaneous fees for vendors, parking, etc. District 5 (AH)

Background and Justification: On February 24, 2009 (R2009-0335), and October 20, 2009 (R2009-1807), the Department was authorized by the Board to execute a standard Amphitheater Rental Agreement. The standard Amphitheater Rental Agreement is utilized in most instances for rental of County Amphitheaters and can be executed at the Department level. However, modifications to the approved standard agreement language are necessary to clarify specific terms and conditions with renter, AEG, for the presentation of an upcoming concert event at the Sunset Cove Amphitheater. This non-standard Amphitheater Rental Agreement specifically clarifies the responsibilities and expectations of both the County and AEG. This Agreement releases AEG from liability to the extent such damage or injury is caused by the County's negligence or willful misconduct, or structural or premise related defects at Sunset Cove Amphitheater. Board approval is required to move forward with this non-standard Amphitheater Rental Agreement, along with a related request to make this the new standard Agreement for use with this national promoter. Additionally, the resolution establishes procedures for the Director or Assistant Director of the Department to approve the Amphitheater Rental Agreement with AEG in an amount not-to-exceed \$25,000; the County Administrator to approve rental agreements from \$25,001 up to \$50,000; and BCC approval when the agreement exceeds \$50,000.00

Attachments: 1) Non-standard Amphitheater Rental Agreement with AEG Live SE, LLC
2) Resolution & proposed new standard AEG Amphitheater Rental Agreement

Recommended by: 
Department Director

11-17-11
Date

Approved by: 
Assistant County Administrator

11-22-11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>3,440</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(15,515)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	*<u>(12,075)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit 5207
 Object various /Revenue various Program _____

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

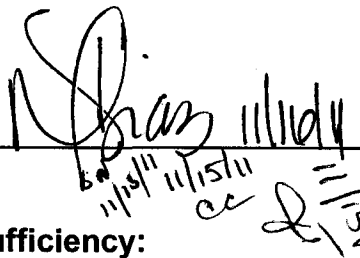
Renter	Estimated Revenue	Estimated Expense
AEG Live SE, LLC	\$15,515	\$3,440
Totals	\$15,515	\$3,440

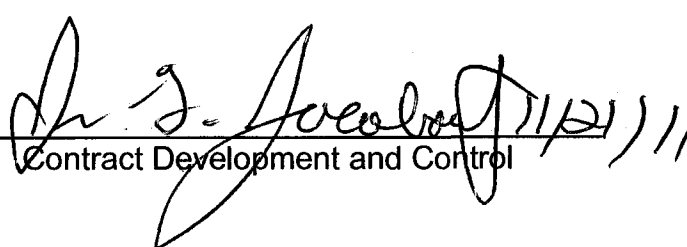
* Estimated net fiscal impact for the event is \$12,075. Actual revenue and operating costs will be determined at contract settlement following the event.

C. Departmental Fiscal Review: 

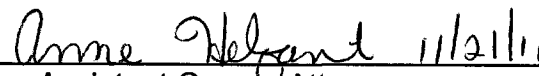
III. REVIEW COMMENTS

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


 OFMB


 Contract Development and Control

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

41

SPECIAL FACILITIES DIVISION					
ACCOUNT		VENDOR CODE		CONTRACT: AEG- My Morning Jacket	
MC	AB 10-18-11	PS	FSS	CC	CA DD

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

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

WITNESSETH:

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

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

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

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

WHEREAS, both parties desire to enter into this Agreement.

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

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Term: The Renter shall commence Facility rental on **Saturday December 10, 2011 at 7:00 AM** and shall complete all services by **Sunday December 11, 2011 at 2:00 AM** for the purpose of a **"My Morning Jacket"** Concert, as more particularly described in Exhibit "B", attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the County.
3. Payments To County: Renter shall pay County a rental deposit, detailed in Exhibit "C" attached hereto and incorporated herein by reference, in the amount of Seven Hundred and Fifty dollars (\$750.00) for rental of the Facility which shall be utilized as described above. Renter shall also pay a rental fee to County of Three Thousand Five Hundred dollars (\$3,500) or ten (10%) percent of the adjusted gross sales to a maximum cap of Twelve Thousand dollars (\$12,000), whichever is greater. Renter shall also pay the County parking fees, vendor fees, and the electrician fees as outlined in Exhibit "C". The total rental fee and any costs incurred by the County on behalf of the Renter, less any rental deposit outlined in Exhibit "C" shall be due at settlement following the event and determined using a Rental Settlement Form as detailed in Exhibit "D", attached hereto and incorporated herein by reference.

Renter has paid a refundable damage deposit, detailed in Exhibit "C", in the amount of Two Hundred and Fifty dollars (\$250.00) which shall be returned to Renter on December 31, 2011 provided that County has determined the Facility was returned to County undamaged, and in the same condition prior to Renter's use of the Facility.

4. County Responsibilities:
 - A. The County shall furnish for ordinary use, in consideration of the payment of the rental fee amount: a clean Facility; restrooms; drinking fountains; climate control in backstage portions of the Facility, dressing rooms and production office, and minimum management staff during the terms outlined in this Agreement.

- B. The County shall furnish, in consideration of the payment of the event recovery costs: services, equipment, materials, and technicians, as outlined in Exhibit "C". The Renter understands and agrees that the County will not furnish any technicians, equipment, services, materials, etc. unless otherwise provided for in Exhibit "C" of this Agreement.
- C. County reserves the right through its Facility Manager and its representatives to approve all aspects of an event including but not limited to activities, equipment, materials, merchandising, entertainment and programs sponsors associated with a rental in advance of booking an event. Renter agrees that in the event the County objects to the content of the scheduled rental due to obscene, immoral or lewd nature of the proposed rental event, the rental will be cancelled at no cost or penalty to the County.
- D. County reserves the right through its Facility Manager and its representatives to enter any portion of the Facility and to reasonably and safely eject any objectionable person or persons from said Facility and upon the exercise of this authority, the Renter hereby waives any right and all claims for damages against the County, except to the extent that such suits, losses, damages and expense arise from The County, the Facility manager, staff, its agents or employees willful misconduct or negligence.
- E. The County reserves the right to remove from the Facility all effects remaining in the Facility after the term specified in Section 2 above, at the sole expense of Renter and without any liability on the part of the County. The property will be considered abandoned if Renter fails to claim any articles left at the Facility 10 days after the rental date. All abandoned property will be disposed of by the County at its sole discretion.
- F. The County reserves the right to control the management of the Facility and enforce all county, state, local and federal rules. The Facility and keys shall at all times, be under the charge and control of the Facility Manager.
- G. The County shall have the sole right to collect and maintain the custody of any articles left, lost or checked in the Facility by persons attending any performance, exhibition or entertainment given or held in the Facility, and Renter or any person in Renter's employ shall not collect nor interfere with the collection or custody of such articles.
- H. Any matters not herein expressly provided for shall be left to the sole discretion of the Facility Manager, whose decision shall be final.

5. Renter's Responsibilities:

- A. The Renter shall not do or permit to be done anything in or upon any portion of the Facility or bring or keep anything therein or thereupon which in any way increase the rate of fire or public liability insurance, or conflict with the regulations of the Fire Department or with any county, state, local or federal rules and regulations.
- B. Renter shall not, without the written consent of the County, put up or operate any engine or motor, or machinery at the Facility, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the premises. Renter shall not use pyrotechnics of any kind without the prior written approval of the County.
- C. Renter shall not undertake or participate in any business, exhibit or activity during the rental period other than herein specified. Renter shall not permit the Facility to be used for lodging or for any improper, immoral or objectionable purpose. Renter shall neither assign, except to an affiliate or parent company under common control, this Agreement without the prior written consent of the County nor suffer any use of said Facility other than herein specified, nor shall Renter sublease the Facility in whole or in part.
- D. Renter represents that it has not inspected the Facility, but is satisfied with County's representation and that the Facility is safe and suitable for the event in its present condition.

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

6. Cancellation and Postponement of Event:

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

7. Performing Rights: County shall not use or endorse the Renter's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the rental, for the sole purpose of future promotion of the Facility. County agrees that it shall not transmit directly from the Facility, at the time of the rental, any part of such recording absent a specific written agreement between the parties to this Agreement permitting such transmission. All broadcasting, recording and photography must be approved in advance by Artist. Artist reserves the right to videotape and record performance for archival purposes.
8. Assignment: Renter shall not assign, transfer or otherwise encumber this Agreement or any part thereof, in any manner without the prior written consent of the County, except to a parent or affiliate company under common control. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
9. Representatives: The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Renter's representative for this Agreement is John Valentino, telephone no. 561-681-5600.
10. Damages: If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, contractors, guests or any persons admitted into the Facility by Renter, Renter shall pay to the County such sum as shall be necessary to restore said damaged Facility to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all Renter's employees admitted into the Facility by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter, and the Renter agrees to have on hand at all times, at its own expense, such security forces as outlined in Exhibit "A".

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

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

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

County not less than fifteen (15) days prior to Facility rental. Evidence of the required insurance by way of a Certificate of Insurance shall be subject to approval by the Risk Management Department as to the form, adequacy and documentation of insurance coverage. Renter shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as follows:

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

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

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

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

and if sent to the Renter shall be mailed to:

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

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

RENTER'S Phone No: 561-681-5600

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

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

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

ATTEST:

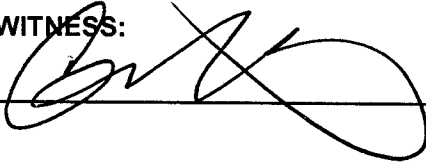
PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, Clerk &
Comptroller

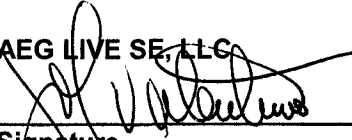
By: _____
Deputy Clerk

Chairperson, Board of County Commissioners

WITNESS:



Carrie Swett

AEG LIVE SE, LLC


Signature
John Valentino

Typed Name
Sr. VP

Approved as to Form and
Legal Sufficiency

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 
Director, Parks and Recreation

Exhibit A

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

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

Security Forces Provided by Renter

- Event gate security
- Event parking staff
- Palm Beach County Sherriff office duty officers
- EMS Personnel

Exhibit B

Event Description

Host Organization: AEG Live SE, LLC.

Event to Benefit: AEG Live SE, LLC.

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

Description of Event: My Morning Jacket Concert

Event Date: Saturday December 10, 2011

Time: 7:00 PM

Areas/Amenities to be Used:

Full facility and surrounding parking areas

Amenities to be Brought to Venue by Renter:

Backline, monitors, microphones, stands, cables, spot lights, platforms, sound & light production and staff, riggers, trusses, event gate security staff, event parking staff, ticket takers, ushers, talent, VIP tents, tables and chairs, vendors, freezers, generators, BBQ's, oil fryers, ice machines, stage decorations, banners, hospitality riders, PBSO duty officers, EMS personnel, amphitheater approved cleaning company , in house sound technician, and the County electrician.

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

This event will provide economic enhancement to the community as well as to provide a wholesome, recreational and cultural experience while motivating the mind, body and soul with musical entertainment. Assorted merchandise and food/beverages will be for sale. Estimated attendance is 3,000-5,000.

Exhibit C

Amphitheaters Rental Fee Schedule

Sunset Cove Amphitheater

Rental Deposit Fee	\$ 750.00/event
Amphitheater Rental Fee	\$ 3,500.00 or 10% of the adjusted gross sales (total sales net of taxes) to a maximum cap of \$12,000.00 whichever is greater plus tax.
Parking fee	\$ 1.00 per (paid) vehicle parked
Vendor fees	\$ 100.00 flat fee per food station \$ 175.00 flat fee per alcohol station \$ 75.00 flat fee per merchandise station
County Electrician Fee	\$ \$46.00/hr
House Soundman Fee	\$450.00 flat fee

Renter has paid a deposit of two hundred and fifty dollars (\$250.00) which is being held as a deposit for this event and future events held by Renter. The deposit shall be returned to Renter on Dec 31, 2011 provided no damages have been caused to the property during the year. In the event damage occurs during an event held by Renter which requires County keep the deposit, Renter shall be required to deposit another two hundred and fifty dollars (\$250.00) for future events.

The County will arrange and provide, at its sole expense: temporary parking lot lights (based on ticket sales), one (1) County MOT worker with gator, three (3) dumpsters, one (1) PBSO duty officer for golf course entrance and port-o-lets (for crowds larger than 3,500).

Renter shall pay the County's cleaning company by check the night of the event. Cleaning staff personnel required will be determined by ticket sales.

Exhibit "D"
Rental Settlement Form

SAMPLE ONLY

4725-00	Facility Rental Fee*	
Description:		
4725-14	Parks Parking Fees/Sunset Cove*	
4729-24	P&R Other Fees** - Food & Bev & Alcohol	
Description: () Food and beverage vendors @ \$ per vendor, () Alcohol vendors @ \$ per vendor,		
4729-25	P&R Other Fees* - Amph Souvenirs/Other Event Products	
Description: () Merchandise vendors @ \$ per vendor		
4729-09	P&R Other Fees-Sound Technician*	
Description:		
5221-4729-14	Parks/P&R Other/Wages O.T. *	
Description: Electrician \$.00		
2170-00	Sales Tax (.06%)	

* Taxable Items

Subtotal _____

** Non-Taxable Items

0001-2230-AMAD

Rental Deposit

Less _____

Paid on ___ / ___ / ___

Amount Due \$ _____

Facility Manager

Renter

Date:

Exhibit E

Not applicable for this rental



October 28, 2011

Tom Landy
Special Events Coordinator
Palm Beach County Parks and Recreation
2700 Sixth Avenue South
Lake Worth, FL 33461

Re: Sunset Cove Amphitheatre

Dear Mr. Landy:

John Valentino is the Senior Vice President of AEG Live SE, LLC and has the full right and authority to act on behalf of that entity to enter into rental agreements for venues, including the venue known as Sunset Cove Amphitheatre.

Please let me know if I can be of further assistance.

Regards,

A handwritten signature in black ink, appearing to read 'Shawn Trell', written in a cursive style.

Shawn Trell
Senior Vice President and General Counsel

cc: John Valentino

5750 Wilshire Blvd. Suite 501, Los Angeles, CA 90036
telephone: 323-930-5700 • fax: 323-930-5799



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2011

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).

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 2100 DENVER, CO 80202-5534 Attn: (303) 308-4500 02220 -01234-ALL-10/11	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED AEG LIVE SE, LLC AEG LIVE, LLC AEG LIVE PRODUCTIONS, LLC 1800 AUSTRALIAN AVE. SO., SUITE 201 WEST PALM BEACH, FL 33409	INSURER A: Greenwich Insurance Company		NAIC # 22322
	INSURER B: XL Specialty Insurance Company		37885
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: AEG10

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	RGE943731203	11/15/2010	11/15/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <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	X	X	RAG943703406	11/15/2010	11/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	RWD943503708	11/15/2010	11/15/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

DATE: 12/10/2011

EVENT: My Morning Jacket

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE EVENT AND DATE LISTED ABOVE ON THE GENERAL LIABILITY AND AUTO LIABILITY IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES IF REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. COVERAGE INCLUDES LOAD-IN AND LOAD-OUT.

CERTIFICATE HOLDER

Pal Beach County Board of Commissioners

 c/o Special Events Department
 2700 Sixth Ave. South
 Lake Worth, FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Sharon A. Hammer

Sharon A. Hammer

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ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD



October 26, 2011

To Whom It May Concern:

Please note that our Liability Insurance Policy renewal date is November 15, 2011. We will pull a new certificate on our renewed policy for our My Morning Jacket concert at Sunset Cove Amphitheatre on December 10, 2011 on November 12, 2011 and send to you immediately.

Thank you,

Carrie Swett

1800 Australian Avenue South • Suite 201 • West Palm Beach, Florida 33409
phone (561) 681-5600 • fax (561) 681-5606

RESOLUTION NO. R-2011-

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE
COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE A
STANDARD FORM AGREEMENT ON BEHALF OF THE BOARD
OF COUNTY COMMISSIONERS; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Board of County Commissioners (“BCC”), through its Parks and Recreation Department, rents the use of County owned amphitheatres; and

WHEREAS, the BCC desires to provide rental opportunities at its amphitheater facilities to generate revenue when the County has no programs scheduled; and

WHEREAS, the Department of Parks and Recreation utilizes certain standard form documents in the conduct of its business; and

WHEREAS, the delegation to the County Administrator or his/her designee the authority to execute the standard amphitheater rental agreement would eliminate the delays caused by requiring such items to be brought before the BCC for approval and would therefore be consistent with the goal of the BCC to streamline the agenda process; and

WHEREAS, the BCC desires to authorize the County Administrator or his/her designee to execute a standard amphitheater rental agreement on behalf of the BCC with AEG Live, SE, LLC and other AEG Regional offices at Palm Beach County amphitheatres; and

WHEREAS, the execution of the standard amphitheater rental agreement does not constitute a policy-making decision and is a ministerial function which the BCC wishes to delegate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The BCC hereby: (i) adopts a standard amphitheater rental agreement in the form attached hereto and incorporated herein as Attachment “A”, and (ii) authorizes the County Administrator or his/her designee to execute the standard amphitheater rental agreement with AEG Live, SE, LLC and other AEG Regional offices (“AEG”) on behalf of the BCC.
3. It is the intention of the BCC that this delegation of signature authority is strictly limited to the parameters set forth herein. In the event there is any material deviation from the approved standard terms and conditions of the standard amphitheater rental agreement, then the approval of the BCC shall be required. The County Administrator’s designee for purposes of this Resolution shall include the Director and the Assistant Director of the Parks and Recreation Department.
4. Standard amphitheater rental agreements with AEG in an amount not-to-exceed \$25,000 may be approved by the Director or Assistant Director of Parks and Recreation Department. Standard amphitheater rental agreements with AEG in an amount not-to-exceed \$25,001 up to \$50,000 must be approved by the County Administrator. Standard amphitheater rental agreements exceeding \$50,000 must be approved by the BCC.

5. If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Resolution.

6. This Resolution shall become effective immediately upon adoption by the BCC.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Karen T. Marcus,	-
Commissioner Shelley Vana,	-
Commissioner Paulette Burdick	-
Commissioner Steven L. Abrams	-
Commissioner Burt Aaronson	-
Commissioner Jess R. Santamaria	-
Commissioner Priscilla A. Taylor	-

The Chairperson thereupon declared the Resolution duly passed and adopted

This _____ day of _____, 2011.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____

Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

Assistant County Attorney

SPECIAL FACILITIES DIVISION					
MC:	PS	FSS:	CC:	CA:	DD:

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

This Agreement is made as of the ____ day of _____, 20____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and _____, hereinafter referred to as "Renter", whose address is _____.

WITNESSETH:

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

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

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

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

WHEREAS, both parties desire to enter into this Agreement.

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

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Term: The Renter shall commence Facility rental on _____ at ____ AM and shall complete all services by ____ at ____ AM for the purpose of a ____ Concert, as more particularly described in Exhibit "B", attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the County.
3. Payments To County: Renter shall pay County a rental deposit, detailed in Exhibit "C" attached hereto and incorporated herein by reference, in the amount of _____ dollars (\$0.00) for rental of the Facility which shall be utilized as described above. Renter shall also pay a rental fee to County of _____, as outlined in Exhibit "C". The total rental fee and any costs incurred by the County on behalf of the Renter, less any rental deposit outlined in Exhibit "C" shall be due at settlement following the event and determined using a Rental Settlement Form as detailed in Exhibit "D", attached hereto and incorporated herein by reference.

Renter shall also pay a refundable damage deposit, detailed in Exhibit "C", in the amount of _____ dollars(\$0.00) to be refunded within 15 days of County determining the Facility was returned to County undamaged, and in the same condition prior to Renter's use of the Facility.

4. County Responsibilities:
 - A. The County shall furnish for ordinary use, in consideration of the payment of the rental fee amount: a clean Facility; restrooms; drinking fountains; climate control in backstage portions of the Facility, dressing rooms and production office, and minimum management staff during the terms outlined in this Agreement.
 - B. The County shall furnish, in consideration of the payment of the event recovery costs: services, equipment, materials, and technicians, as outlined in Exhibit "C". The Renter understands and agrees that the County will not furnish any technicians, equipment, services, materials, etc. unless otherwise

provided for in Exhibit "C" of this Agreement.

- C. County reserves the right through its Facility Manager and its representatives to approve all aspects of an event including but not limited to activities, equipment, materials, merchandising, entertainment and programs sponsors associated with a rental in advance of booking an event. Renter agrees that in the event the County objects to the content of the scheduled rental due to obscene, immoral or lewd nature of the proposed rental event, the rental will be cancelled at no cost or penalty to the County.
- D. County reserves the right through its Facility Manager and its representatives to enter any portion of the Facility and to reasonably and safely eject any objectionable person or persons from said Facility and upon the exercise of this authority, the Renter hereby waives any right and all claims for damages against the County, except to the extent that such suits, losses, damages and expense arise from The County, the Facility manager, staff, its agents or employees willful misconduct or negligence.
- E. The County reserves the right to remove from the Facility all effects remaining in the Facility after the term specified in Section 2 above, at the sole expense of Renter and without any liability on the part of the County. The property will be considered abandoned if Renter fails to claim any articles left at the Facility 10 days after the rental date. All abandoned property will be disposed of by the County at its sole discretion.
- F. The County reserves the right to control the management of the Facility and enforce all county, state, local and federal rules. The Facility and keys shall at all times, be under the charge and control of the Facility Manager.
- G. The County shall have the sole right to collect and maintain the custody of any articles left, lost or checked in the Facility by persons attending any performance, exhibition or entertainment given or held in the Facility, and Renter or any person in Renter's employ shall not collect nor interfere with the collection or custody of such articles.
- H. Any matters not herein expressly provided for shall be left to the sole discretion of the Facility Manager, whose decision shall be final.

5. Renter's Responsibilities:

- A. The Renter shall not do or permit to be done anything in or upon any portion of the Facility or bring or keep anything therein or thereupon which in any way increase the rate of fire or public liability insurance, or conflict with the regulations of the Fire Department or with any county, state, local or federal rules and regulations.
- B. Renter shall not, without the written consent of the County, put up or operate any engine or motor, or machinery at the Facility, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the premises. Renter shall not use pyrotechnics of any kind without the prior written approval of the County.
- C. Renter shall not undertake or participate in any business, exhibit or activity during the rental period other than herein specified. Renter shall not permit the Facility to be used for lodging or for any improper, immoral or objectionable purpose. Renter shall neither assign, except to an affiliate or parent company under common control, this Agreement without the prior written consent of the County nor suffer any use of said Facility other than herein specified, nor shall Renter sublease the Facility in whole or in part.
- D. Renter represents that it has not inspected the Facility, but is satisfied with County's representation and that the Facility is safe and suitable for the event in its present condition.
- E. Renter shall arrange and pay for the printing of tickets, the form and content of which shall be approved by County and shall be in accord with accepted procedures for good accounting.

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

6. Cancellation and Postponement of Event:

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

- 7. Performing Rights: County shall not use or endorse the Renter's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the rental, for the sole purpose of future promotion of the Facility. County agrees that it shall not transmit directly from the Facility, at the time of the rental, any part of such recording absent a specific written agreement between the parties to this

Agreement permitting such transmission. All broadcasting, recording and photography must be approved in advance by Artist. Artist reserves the right to videotape and record performance for archival purposes.

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

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

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

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

(including endorsements), as follows:

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

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

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

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

and if sent to the Renter shall be mailed to:

RENTER'S Name:

RENTER'S Address:

RENTER'S Phone No:

14. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Renter.
15. Authorization: Any individual executing this Agreement on behalf of Renter warrants he or she has full legal authority to do so, and his/her execution shall bind the Renter, its employees, agents and subcontractors to the terms and conditions herein.
16. Availability of Funds: The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
17. Arrears: The Renter shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Renter further warrants and

represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

PALM BEACH COUNTY WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

RENTER WITNESS

SIGNATURE

NAME (TYPE OR PRINT)

Approved as to Form and
Legal Sufficiency

By: _____
Assistant County Attorney

PALM BEACH COUNTY

DEPARTMENT DIRECTOR/ASSISTANT DIRECTOR
(Agreement value up to \$25,000)

COUNTY ADMINISTRATOR
(Agreement value from \$25,001 up to \$50,000)

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

AEG LIVE

SIGNATURE

NAME (TYPE OR PRINT)

TITLE (TYPE OR PRINT)

Exhibit A

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

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

Security Forces Provided by Renter

- Event gate security
- Event parking staff
- Law Enforcement Personnel
- EMS Personnel

Exhibit B

Event Description – (Details to be inserted by event)

Host Organization:

Event to Benefit:

Event Location:

Description of Event:

Event Date:

Time:

Areas/Amenities to be Used:

Full facility and surrounding parking areas

Amenities to be Brought to Venue by Renter:

Backline, monitors, microphones, stands, cables, spot lights, platforms, sound & light equipment, production and staff, riggers, trusses, event gate security staff, event parking staff, ticket takers, ushers, talent, VIP tents, tables and chairs, vendors, freezers, generators, BBQ's, oil fryers, ice machines, stage decorations, banners, hospitality riders, law enforcement personnel, EMS personnel, amphitheater approved cleaning company , in house sound technician, and the County electrician.

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

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

Exhibit C

Amphitheaters Rental Fee Schedule
(Insert Details by Event)

_____ **Amphitheater**

Rental Deposit Fee	\$
Amphitheater Rental Fee	\$
Vendor fees	\$
Parking fees	\$
County Labor Fee	\$

Security deposit:

County will arrange and provide at its sole expense:

Renter shall pay the County approved cleaning company by check the night of the event. The number of cleaning staff personnel required will be determined by estimated ticket sales.

Exhibit D

Rental Settlement Form

SAMPLE ONLY

4725-00	Facility Rental Fee*	
Description:		
4725-14	Parks Parking Fees/Sunset Cove*	
4729-24	P&R Other Fees** - Food & Bev & Alcohol	
Description: () Food and beverage vendors @ \$ per vendor, () Alcohol vendors @ \$ per vendor,		
4729-25	P&R Other Fees* - Amph Souvenirs/Other Event Products	
Description: () Merchandise vendors @ \$ per vendor		
4729-09	P&R Other Fees-Sound Technician*	
Description:		
5221-4729-14	Parks/P&R Other/Wages O.T. *	
Description: Electrician \$.00		
2170-00	Sales Tax (.06%)	

* Taxable Items

Subtotal _____

** Non-Taxable Items

0001-2230-AMAD

Rental Deposit

Less _____

Paid on ___ / ___ / ___

Amount Due \$ _____

Facility Manager

Renter

Date:

Exhibit E

Specialty certifications, licenses and/or memberships