

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date October 16, 2012

☒ 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 Amphitheater Rental Agreements.

- A) The Leukemia & Lymphoma Society, Inc., The Light The Night Walk, Sunset Cove Amphitheater, on November 12, 2011;
- B) Lykel LLC, Legends of Rock Concert, Sunset Cove Amphitheater, on April 20, 2012;
- C) Jewish Federation of South Palm Beach County, Inc., Israel Under The Stars, Sunset Cove Amphitheater, on April 26, 2012;
- D) Palm Beach Broadcasting LLC, KDW Fishing Tournament and Concert, Seabreeze Amphitheater, for the period June 15, 2012, through June 16, 2012; and
- E) Palm Beach Shakespeare Festival, Inc., "Twelfth Night" performances, Seabreeze Amphitheater, for the period July 6, 2012, through July 24, 2012.

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File agenda item. The Amphitheater Rental Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 2009-0335, amended by Resolution 2009-1807, and are now being submitted to the Board to receive and file. These events help to offer a balanced schedule of events which promote the quality of life in the communities we serve. An estimated 20,500 persons attended the events produced under these Amphitheater Rental Agreements. Districts 1 and 5 (AH)

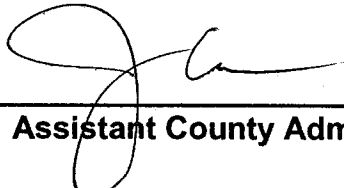
Background and Justification: The Amphitheater Rental Agreement (Resolution 2009-0335, amended by Resolution 2009-1807) was adopted by the Board to streamline the process of renting Amphitheater facilities. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute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

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

Attachments: Amphitheater Rental Agreements (5)

Recommended by: 
Department Director

9/21/2012
Date

Approved by: 
Assistant County Administrator

10/3/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2013 | 2014 | 2015 | 2016 | 2017 |
|--|------------|---------------|---------------|---------------|---------------|
| Capital Expenditures | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Operating Costs | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| External Revenues | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Program Income (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| In-Kind Match (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| NET FISCAL IMPACT | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u>0</u> | <u> </u> | <u> </u> | <u> </u> | <u> </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:

The revenue and expense totals for this agreement were recorded in FY2012.

| | | FY2012 | |
|--------|--|----------|---------|
| | Renter | Revenue | Expense |
| A | The Leukemia & Lymphoma Society, Inc. | \$1,600 | \$0 |
| B | Lykel LLC | \$750 | \$956 |
| C | Jewish Federation of South Palm Beach County, Inc. | \$3,168 | \$268 |
| D | Palm Beach Broadcasting LLC | \$4,299 | \$624 |
| E | Palm Beach Shakespeare Festival, Inc. | \$4,219 | \$3,600 |
| Totals | | \$14,036 | \$5,448 |

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

| SPECIAL FACILITIES DIVISION | | | | | |
|-----------------------------|--------------|------|---------------|-----|-----|
| MC: AB 10-9-11 | PS <i>PS</i> | FSS: | CC: <i>CC</i> | CA: | DD: |

AMPHITHEATER RENTAL AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 1st day of November 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 The Leukemia & Lymphoma Society, hereinafter referred to as "Renter", whose address is 4360 Northlake Blvd, Ste 109, Palm Beach Gardens, Fl. 33410

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 November 12, 2011 at 8:00 am and shall complete all services by Saturday November 12, 2011 at 11:00 pm for the purpose of "The Light The Night Walk", as more particularly described in Exhibit "B", attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the County.
3. Payments To County: Renter shall pay County a rental deposit, detailed in Exhibit "C", attached hereto and incorporated herein by reference, in the amount of Five Hundred Dollars (\$500.00) by February 11, 2011 for rental of the Facility which shall be utilized as described above. Renter shall also pay the balance of One Thousand, One Hundred Dollars (\$1,100.00) for a total of One Thousand, Six Hundred Dollars (\$1,600.00), as detailed in Exhibit "C", by October 27, 2011.
4. Renter shall also pay a refundable damage deposit, detailed in Exhibit "C", in the amount of Five Hundred Dollars (\$500.00) 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.
5. 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 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.

6. Renter's Responsibilities:

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

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

7. Cancellation and Postponement of Event:

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

8. 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.
9. 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.
10. Representatives: The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Renter's representative for this Agreement is Tracy Navakas, telephone no. 561-775-9954.
11. Damages: If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, patrons, contractors, guests or any persons admitted into the Facility by Renter, Renter shall pay to the County upon demand, such sum as shall be necessary to restore said damaged Facility to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all persons admitted into the Facility by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter, and the Renter agrees to have on hand at all times, at its own expense, such security forces as outlined in Exhibit "A".

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

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

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

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

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

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

14. 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: The Leukemia & Lymphoma Society, Tracy Navakas

RENTER'S Address: 4360 Northlake Blvd., Palm Beach Gardens, FL 33410

RENTER'S Phone No: 561-775-9954

15. 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.
16. 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.

17. 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.
18. 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.
19. 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).
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 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.
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.
24. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Renter, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

PALM BEACH COUNTY WITNESS

Nancy Buhle
SIGNATURE

NANCY BUHLE
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

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

[Signature]
COUNTY ADMINISTRATOR
(Agreement value from \$15,000 up to \$50,000)

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

RENTER WITNESS

Pamela Payne
SIGNATURE

Pamela Payne
NAME (TYPE OR PRINT)

RENTER - ~~THE LEUKEMIA & LYMPHOMA SOCIETY, INC.~~

[Signature]
SIGNATURE

TRACY NATAKAS
NAME (TYPE OR PRINT)

SR. CAMPAIGN DIRECTOR
TITLE (TYPE OR PRINT)

Approved as to Form and
Legal Sufficiency

By: Anne Helgent
Assistant County Attorney

Exhibit A

Sunset Cove Amphitheater

Full facility
Parking areas
Restrooms
Road extension from parcel A to parcel B

Security brought in by the Renter if applicable

PBSO
EMS
Parking crew

Exhibit B

Event Description

Host Organization: The Leukemia & Lymphoma Society, Inc.

Event to Benefit: The Leukemia & Lymphoma Society, Inc.

Event Location: Sunset Cove Amphitheater

Description of Event: Light The Night walk

Event Date: Saturday November 12, 2011

Areas/Amenities to be Used:

Full facility, parking lots, road extension from parcel A to parcel B,

Amenities to be Brought to Venue by Renter:

Amphitheater approved cleaning company, volunteers, tents, tables, chairs, bounce house, kids activities, DJ with sound system, dancers, volunteer food and water, balloons, helium tanks, staff and BBQ's.

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

Walkers who have collected donations will gather at the amphitheater and walk a mile out on the extension road between parcel A and parcel B of South County Regional Park. Following the walk, patrons will enjoy entertainment on the stage. This event will raise much needed funds to assist Palm Beach County residents who are dealing with Leukemia and Lymphoma by way of financial assistance, support groups and educational programs.

Exhibit C

Amphitheaters Rental Fee Schedule

Sunset Cove NON-PROFIT rates

| | |
|------------------------------|--------------------|
| Administration fee | \$ 250.00 |
| Full Facility rental | \$ 1,350.00 |
| Total | \$1,600.00 |
| Less Deposit paid on 2/11/11 | <u>-\$ 500.00</u> |
| Total due on 10-27-11 | \$ 1,100.00 |

Separate check for refundable damage deposit due on 10-27-11 **\$500.00**

Please make checks payable to: Palm Beach County Board of County Commissioners.

Exhibit “D”

Rental Settlement Form

(Not Applicable)

Exhibit "E"

Specialty Certifications, Licenses and/or Memberships

(Not Applicable)

Special Liability Insurance

(Not Applicable)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/01/2011

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 Aon Risk Services Northeast, Inc. Parsippany NJ Office 10 Lanidex Center West P.O. Box 608 Parsippany NJ 07054-0608 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED The Leukemia & Lymphoma Society, Inc. 1311 Mamaroneck Avenue, Suite 310 White Plains NY 10605 USA | |

COVERAGES **CERTIFICATE NUMBER:** 570042019167 **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. **Limits shown are as requested**

| 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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | PHPK702673 | 03/30/2011 | 03/30/2012 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/> | | | | | | EACH OCCURRENCE AGGREGATE |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Regarding Event: LTN Walk-2 Mile Stroll to be held at Sunset Cove Amphitheater, Saturday, November 6, 2010. The Certificate Holder is added as Additional Insured with respect to the General Liability policy as required by written contract but limited to the operations of the insured under said contract, and always subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| <p>Palm Beach County Board of County Commissioners c/o Special Events Dept./Ann Butler 2700 Sixth Avenue South Lake Worth FL 33461 USA</p> | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i></p> |
|--|--|

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

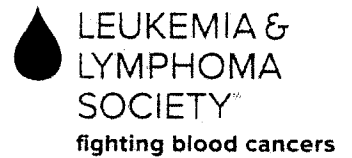
©1988-2010 ACORD CORPORATION. All rights reserved.

Holder Identifier: PBA

Certificate No: 570042019167

Palm Beach Area Chapter * 4360 Northlake Blvd., Suite 109 * Palm Beach Gardens, FL 33410

Tel: 561.775.9954 * Fax: 561.775.0930
www.lls.org/pb



January 19, 2012

To Whom it May Concern;

The following persons have authorization to enter into contracts on behalf of The Leukemia & Lymphoma Society:

Tracy Navakas
Senior Campaign Director
561.775.9954 x 12
tracy.navakas@lls.org

Elizabeth Hughes
Deputy Executive Director
561.775.9954 x 11
elizabeth.hughes@lls.org

Pamela Payne
Executive Director
561.775.9954 x 15
pam.payne@lls.org

Thank you.

Pamela Payne
Executive Director
Palm Beach Area Chapter of The Leukemia & Lymphoma Society

*Formerly Leukemia Society of America
Fighting blood cancers*

| SPECIAL FACILITIES DIVISION | | | | | |
|-----------------------------|--------------|------|--------------|-----|---------------|
| MC: AB 3-1-2012 | PS <i>SA</i> | FSS: | CC: <i>B</i> | CA: | DD: <i>SA</i> |

AMPHITHEATER RENTAL AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 6 day of April, 2012, 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 Lykel LLC hereinafter referred to as "Renter", whose address is 140 SW 28th Terrace, Cape Coral, Florida 33914

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 **Friday April 20, 2012 at 7:00 AM** and shall complete all services by **Friday April 20, 2012 at 11:45 PM** for the purpose of a **"Legends of Rock"** 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) by February 2, 2012 for rental of the Facility which shall be utilized as described above. The total rental fee and any costs incurred by the County on behalf of the Renter, less any rental deposit outlined in Exhibit "C" shall be due at settlement following the event and determined using a Rental Settlement Form as detailed in Exhibit "F", attached hereto and incorporated herein by reference.

Renter shall also pay a refundable damage deposit, detailed in Exhibit "C", in the amount of Five Hundred Dollars (\$500.00) 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 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 this Agreement without the prior written consent of the County nor suffer any use of said Facility other than herein specified, nor shall Renter sublease the Facility in whole or in part.
- D. Renter represents that it has inspected the Facility and that the Facility is in proper condition for rental. Renter agrees that the Facility, equipment, and materials have been inspected and that same are adequate and in proper condition for the uses contemplated herein, and that Renter accepts same as is with all defects, latent and patent, if any.
- E. Renter shall arrange and pay for the printing of tickets, the form and content of which shall be approved by County and shall be in accord with accepted procedures for good accounting.

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

6. Cancellation and Postponement of Event:

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

7. Performing Rights: County shall not use or endorse the Renter's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the rental, for the sole purpose of future promotion of the Facility. County agrees that it shall not transmit directly from the Facility, at the time of the rental, any part of such recording absent a specific written agreement between the parties to this Agreement permitting such transmission. All broadcasting, recording and photography must be approved in advance by Artist. Artist reserves the right to videotape and record performance for archival purposes.
8. Assignment: Renter shall not assign, transfer or otherwise encumber this Agreement or any part thereof, in any manner without the prior written consent of the County, except to a parent or affiliate company under common control. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
9. Representatives: The County's representative for this Agreement is Ann Butler, telephone no.561-488-7414. The Renter's representative for this Agreement is Robert Lyons, telephone no.239-677-9670.
10. Damages: If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, patrons, contractors, guests or any persons admitted into the Facility by Renter, Renter shall pay to the County upon demand, such sum as shall be necessary to restore said damaged Facility to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all persons admitted into the Facility by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter, and the Renter agrees to have on hand at all times, at its own expense, such security forces as outlined in Exhibit "A".

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

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

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

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

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

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

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

Director of 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: Lykel LLC/Robert Lyons

RENTER'S Address: 140 SW 28th Terrace, Cape Coral, Florida 33914

RENTER'S Phone No: 239-677-9670

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.
23. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Renter, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

PALM BEACH COUNTY WITNESS

Nancy E. Beale
SIGNATURE

NANCY E. BEALE
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

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

[Signature]
COUNTY ADMINISTRATOR
(Agreement value from \$15,000 up to \$50,000)

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

RENTER WITNESS

[Signature]
SIGNATURE
JAMES KELLY
NAME (TYPE OR PRINT)

RENTER - LYKEL LLC

[Signature]
SIGNATURE
ROBERT LYONS
NAME (TYPE OR PRINT)
MEMBER
TITLE (TYPE OR PRINT)

Approved as to Form and
Legal Sufficiency

By: [Signature]
Assistant County Attorney

Exhibit A

Sunset Cove Amphitheater

Full facility

Parking areas

Restrooms

Security brought in by the Renter if applicable

Palm Beach Sherriff Office

Emergency Medical Response Team

Security

Parking crew

Exhibit B

Event Description

Host Organization: Lykel LLC
Event to Benefit: Lykel LLC
Event Location: Sunset Cove Amphitheater
Name of Event: Legends of Rock
Event Date: Friday, April 20, 2012

Areas/Amenities to be Used:

Full facility
Parking areas
Restrooms

Amenities to be Brought to Venue by Renter:

Backline, monitors, microphones, stands, cables, spot lights, platforms, sound & light equipment, production staff, riggers, trusses, event gate security staff, event parking staff, ticket takers, ushers, talent, VIP tents, tables and chairs, vendors, freezers, generators, BBQ's, oil fryers, ice machines, stage decorations, banners, hospitality riders, 20 yard dumpster, light towers, port-o-lets, 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. Assorted merchandise and food/beverages will be for sale. Estimated attendance: 4,000.

Exhibit C

Amphitheaters Rental Fee Schedule

Sunset Cove Amphitheater

For profit fees

| | |
|-----------------------------|--|
| Rental Deposit Fee | \$ 750.00 |
| 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. |
| Vendor fees | \$ 100.00 flat fee per food station \$ 175.00 flat fee per alcohol station \$ 75.00 flat fee per merchandise station |
| Parking fees | \$ 1.00 per (paid) vehicle parked |
| County Electrician Fee | \$ 46.00/hr |
| County MOT worker Fee | \$ 28.00/hr |
| County Sound Technician Fee | \$ 450.00 flat fee |

Refundable Security Deposit fee due by April 5, 2012 **\$500.00**

Please make your check payable to **Palm Beach County Board of County Commissioners**

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 ticket sales.

Exhibit D

Licenses, Memberships or Permits

Not required for this rental

Exhibit E

Special Liability Insurance

Not required for this rental

General Liability Insurance

Required for this rental, see attached

TENANT USERS LIABILITY INSURANCE

CERTIFICATE BINDER

THIS CERTIFICATE/BINDER REPRESENTS A SUMMARY OF THE INSURANCE PROVIDED. INSURANCE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

Date: 4/17/2012 4:41 PM
Certificate Number: 34112
Broker: Arthur J. Gallagher & Co.
Tenant User: Robert Lyons
Event Title Legends of Rock
Type of Event Concerts - 50's, 60's, 70's or 80's Music
Daily Attendance 1000
Period of Insurance: 04/20/2012 12:01 AM To 04/21/2012 12:01 AM
Policy #1 **GL00617-02**

Insurance Company: Employers Fire Insurance Company

| <u>Coverage</u> | <u>Limits</u> |
|-----------------|---------------|
|-----------------|---------------|

| | |
|------------------------|-------------|
| General Agg. | None |
| Products Completed Ops | \$1,000,000 |
| Personal/Adv. Injury | \$1,000,000 |
| Each Occurance: | \$1,000,000 |
| Fire Damage: | \$50,000 |
| Medical Payments: | Excluded |

Policy #2 **PF00527-01**

Insurance Company: Employers Fire Insurance Company

| <u>Coverage</u> | <u>Limits</u> | <u>Deductible</u> |
|-----------------|---------------|-------------------|
|-----------------|---------------|-------------------|

| | | |
|------------------------------|-------------|---------|
| Third Party Property Damage: | \$1,000,000 | \$1,000 |
|------------------------------|-------------|---------|


Premium Computation

| | |
|-----------------------------|----------|
| General Liability | \$187.00 |
| Liquor Liability | \$0.00 |
| Third Party Property Damage | \$50.00 |
| Excess Liability | \$0.00 |
| Total Premium | \$237.00 |
| Total Fees | \$3.00 |

Total Due \$240.00

Certificate Holder/Additional Insured Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents
Attention: Scott Marting
100 Australian Ave., Suite 200
West Palm Beach, FL 33406
SOUTH COUNTY REGIONAL PARK
11200 PARK ACCESS ROAD
BOCA RATON, FL 33498

To obtain a complete copy of the policy with the terms, conditions and exclusions of the policy, you must contact us at: tulip@ebi-ins.com or (800) 507-8414.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: E1

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

Brown & Brown of Florida, Inc.
1201 W Cypress Creek Rd # 130
P.O. Box 5727
FL Lauderdale, FL 33310-5727
Michael Gorham

954-776-2222

954-776-4446

CONTACT NAME:

PHONE (A/C No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS:

PRODUCER CUSTOMER ID #: PROFE-8

INSURER(S) AFFORDING COVERAGE

INSURER A: FCCI Commercial Ins Co

INSURER B: National Trust Insurance Co.

INSURER C: FCCI Insurance Company

INSURER D:

INSURER E:

INSURER F:

INSURED

Professional Concessions, Inc.
9067 Southern Blvd
West Palm Beach, FL 33411

NAIC #

33472

20141

10178

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A | <div>GENERAL LIABILITY</div> <div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div></div> | | GL00078333 | 08/28/11 | 08/28/12 | <div>EACH OCCURRENCE \$ 1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Eq occurrence) \$ 300,000</div> <div>MED EXP (Any one person) \$ 10,000</div> <div>PERSONAL & ADV INJURY \$ 1,000,000</div> <div>GENERAL AGGREGATE \$ 1,000,000</div> <div>PRODUCTS - COMP/OP AGG \$ 1,000,000</div> |
| B | <div>AUTOMOBILE LIABILITY</div> <div><div><input checked="" type="checkbox"/> ANY AUTO</div><div><input type="checkbox"/> ALL OWNED AUTOS</div><div><input type="checkbox"/> SCHEDULED AUTOS</div><div><input checked="" type="checkbox"/> HIRED AUTOS</div><div><input checked="" type="checkbox"/> NON OWNED AUTOS</div></div> | | CA00116783 | 08/28/11 | 08/28/12 | <div>COMBINED SINGLE LIMIT (Eq accident) \$ 1,000,000</div> <div>BODILY INJURY (Per person) \$</div> <div>BODILY INJURY (Per accident) \$</div> <div>PROPERTY DAMAGE (Per accident) \$</div> |
| A | <div>UMBRELLA LIAB</div> <div><div><input checked="" type="checkbox"/> EXCESS LIAB</div><div><input checked="" type="checkbox"/> CLAIMS-MADE</div></div> <div>DEDUCTIBLE</div> <div><input checked="" type="checkbox"/> RETENTION \$ 10,000</div> | | UMB00074503 | 08/28/11 | 08/28/12 | <div>EACH OCCURRENCE \$ 6,000,000</div> <div>AGGREGATE \$ 6,000,000</div> |
| C | <div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div> <div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N</div> <div>(Mandatory in NH)</div> <div>If yes, describe under DESCRIPTION OF OPERATIONS below</div> | N/A | 001WC10A61155 | 01/01/11 | 01/01/12 | <div><input checked="" type="checkbox"/> WORKERS COMP LMTS <input type="checkbox"/> OTHER</div> <div>E.L. EACH ACCIDENT \$ 1,000,000</div> <div>E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000</div> <div>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</div> |
| B | Liquor Liability | | LG0007573 | 08/28/11 | 08/28/12 | <div>Each Occ 1,000,000</div> <div>Aggregate 1,000,000</div> |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Concerts held at Sunset Cove Amphitheatre, 12551 Glades Road, Boca Raton, FL 33498 - Certificate Holder is named additional insured with respects to general liability if required by written contract.

CERTIFICATE HOLDER

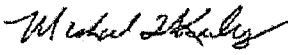
CANCELLATION

PALMB-7

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



ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

© 1988-2009 ACORD CORPORATION. All rights reserved.

Exhibit F

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:

| SPECIAL FACILITIES DIVISION | | | | | |
|-----------------------------|----|------|------------------|-----|-----|
| MC:AB 3-13-12 | PS | FSS: | CC: 1 | CA: | DD: |

AMPHITHEATER RENTAL AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 13 day of April, 2012, 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 **Jewish Federation of South Palm Beach County, Inc.** hereinafter referred to as "Renter", whose address is **9901 Donna Klein Blvd., Boca Raton, Fl. 33428**

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 **Thursday, April 26, 2012 at 8:00 AM** and shall complete all services by **Thursday, April 26, 2012 at 11:00 PM** for the purpose of **"Israel Under The Stars"**, 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 **of Seven Hundred and Fifty Dollars (\$750.00)** by January 25, 2012 for rental of the Facility which shall be utilized as described above. Renter shall also pay the balance of **Two Thousand Four Hundred and Eighteen Dollars (\$2,418.00)** for a total of **Three Thousand One Hundred and Sixty-Eight Dollars (\$3,168.00)**, as detailed in **Exhibit "C"**, by **April 6, 2012**.
4. Renter shall also pay a refundable damage deposit, detailed in **Exhibit "C"**, in the amount of **Five Hundred Dollars (\$500.00)** 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.
5. **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 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.

6. Renter's Responsibilities:

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

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

7. Cancellation and Postponement of Event:

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

8. 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.
9. 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.
10. Representatives: The County's representative for this Agreement is **Ann Butler**, telephone no. **561-488-7414**. The Renter's representative for this Agreement is **Mel Lowell**, telephone no. **561-852-3100**.
11. Damages: If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, patrons, contractors, guests or any persons admitted into the Facility by Renter, Renter shall pay to the County upon demand, such sum as shall be necessary to restore said damaged Facility to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all persons admitted into the Facility by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter, and the Renter agrees to have on hand at all times, at its own expense, such security forces as outlined in **Exhibit "A"**.

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

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

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

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

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

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

14. 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: **Jewish Federation of South Palm Beach County Inc./ Mel Lowell**

RENTER'S Address: **9901 Donna Klein Blvd., Boca Raton, FL 33428**

RENTER'S Phone No: **561-852-3100**

15. 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.
16. 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.

17. 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.
18. 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.
19. 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).
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 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.
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.
24. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Renter, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have hereunto 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/ASSISTANT DIRECTOR
(Agreement value up to \$15,000)

[Signature]
COUNTY ADMINISTRATOR
(Agreement value from \$15,000 up to \$50,000)

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

RENTER WITNESS

[Signature]
SIGNATURE
SARAH BITTON
NAME (TYPE OR PRINT)

[Signature]
RENTER - JEWISH FEDERATION OF SOUTH PALM
BEACH COUNTY, INC.
SIGNATURE
MEL LOWELL
NAME (TYPE OR PRINT)
COO, CFO
TITLE (TYPE OR PRINT)

Approved as to Form and
Legal Sufficiency

By: Anne Helgand
Assistant County Attorney

JEWISH FEDERATION OF SOUTH PALM
BEACH COUNTY, INC.

Exhibit A

Sunset Cove Amphitheater

Full facility
Parking areas
Restrooms

Security brought in by the Renter

Palm Beach Sheriff Office
Emergency Medical Response Team
Event Security
Parking Crew

Exhibit B

Event Description

Host Organization: Jewish Federation of South Palm Beach County Inc.

Event to Benefit: Jewish Federation of South Palm Beach County Inc.

Event Location: Sunset Cove Amphitheater

Name of Event: Israel Under the Stars

Event Date: Thursday, April 26, 2012

Areas/Amenities to be Used:

Full facility
Parking areas
Restrooms

Amenities to be Brought to Venue by Renter:

Amphitheater approved cleaning company, Amphitheater approved sound and light crew, Palm Beach Sheriff Office, Emergency Medical Response Team, Event Security, Parking Crew, tents, tables, chairs, and food and beverage vendors, merchandise vendors, supplemental sound system, supplemental sound equipment, entertainment, volunteers, decorations, electronic road sign and one 20 yd. dumpster.

Detailed Event Description

Concert for the public, to celebrate Israel Independence Day, with local school children and local performers. Estimated attendance is 5,000.

Exhibit C

Amphitheaters Rental Fee Schedule

Sunset Cove Amphitheater

Non-Profit rates

| | | |
|-----------------------------|-------------------|---------------------------|
| Rent-full facility | \$1,350.00 | |
| Administration fee | \$ 250.00 | |
| Sound & Light rental | \$1,100.00 | |
| Electrician | \$ 184.00 | (4 hours @ \$46 per hour) |
| MOT with gator | \$ 84.00 | (3 hours @ \$28 per hour) |
| 2 Food and Beverage vendors | \$ 200.00 | (2 @ \$100.00 each) |
| Total | \$3,168.00 | |
| Less deposit paid 1/25/12 | <u>-\$ 750.00</u> | |

TOTAL DUE by 4/6/12 \$2,418.00

Security damage deposit due 4/6/12 \$500.00

Please make BOTH checks payable to: Palm Beach County Board of County Commissioners

Renter shall arrange for and pay directly for the following services:

One (1) 20 yard dumpster

Twelve (12) 4000 watt light towers

Parking Company

Trolley Service for parking lot areas

Tents, tables, chairs

Food and beverage vending company

Entertainment

Electronic Road Sign

City Sound and Recording Inc. – In house Sound and Light Production Company

Amphitheater will arrange for and Renter shall pay for:

Palm Beach Sheriff Officers

Emergency Medical Services

Premiere Building Services – Cleaning Company

Exhibit D

Licenses, Memberships or Permits

Not required for this rental

Exhibit E

Special Liability Insurance

Not required for this rental



CERTIFICATE OF LIABILITY INSURANCE

OP ID: NX

DATE (MM/DD/YYYY)

04/25/12

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 Gateway Insurance Agency Fort Lauderdale Branch 2430 W. Oakland Park Blvd. Fort Lauderdale, FL 33311 | 954-735-5500 954-735-2852 | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: JEWFE02 |
| INSURED Jewish Federation of S. Palm Beach County, Inc. Attn: Mr. Mel Lowell 9901 Donna Klein Boulevard Boca Raton, FL 33428 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Bridgefield Employers Ins. Co. | 10701 |
| | INSURER B: New Hampshire Insurance Co. | 23841 |
| | INSURER C: Market American Ins Company | |
| | INSURER D: Lexington Insurance Company | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|-------------------|-------------------------|-------------------------|--|
| B | <input checked="" type="checkbox"/> GENERAL LIABILITY | X | 01LX0228526281 | 05/28/11 | 05/28/12 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ 5,000 |
| B | <input checked="" type="checkbox"/> Professional Liab | | 01LX0228526281 | 05/28/11 | 05/28/12 | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | PRODUCTS - COM/PROP AGG \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input checked="" type="checkbox"/> LOC | | | | | Emp Ben. \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | 01CA0661443471 | 05/28/11 | 05/28/12 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> HIRED AUTOS | | 01CA0661443471 | 05/28/11 | 05/28/12 | |
| B | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 01CA0661443471 | 05/28/11 | 05/28/12 | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | CUNJ234011JEWIS3 | 07/01/11 | 07/01/12 | EACH OCCURRENCE \$ 10,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 10,000,000 |
| | DEDUCTIBLE | | | | | |
| | <input checked="" type="checkbox"/> RETENTION \$ 10000 | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | WC STATUTORY LIMITS |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | | OTH. ER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | E L EACH ACCIDENT \$ |
| | | | | | | E L DISEASE - EA EMPLOYEE \$ |
| | | | | | | E L DISEASE - POLICY LIMIT \$ |
| D | Excess Umbrella | | 013136553-JEWIS-3 | 07/01/11 | 07/01/12 | Exc Lim 15,000,000 |
| B | Inland Marine | | 01LX0228526281 | 05/29/11 | 05/29/12 | Unsch Lim 25 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is listed as Additional Insured with respect to the General Liability when requested by written contract only. 30 day notice of cancellation except 10 day notice for non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| PALBE22 PALM BEACH COUNTY BOCC 2700 6TH AVENUE SOUTH LAKEWORTH, 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 |
|---|---|

© 1988-2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2012

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 Seitlin, A Marsh&McLennan Agency LLC Co 6700 N. Andrews Avenue, Suite 300 Ft. Lauderdale FL 33309 | CONTACT NAME: PHONE (A/C, No, Ext): (954) 938-8788 FAX (A/C, No): (954) 938-8566 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Casualty Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED Jewish Federation of South Palm Beach County, Inc. 9901 Donna Klein Blvd Boca Raton FL 33428 | NAIC # 10335 |

COVERAGES

CERTIFICATE NUMBER: Cert ID 32113

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 |
|----------|--|--|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Eg occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Eg accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | 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 <input checked="" type="checkbox"/> Y N/A | 196-08765 | 4/1/2012 | 4/1/2013 | <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)
Proof of insurance only.


CERTIFICATE HOLDER

CANCELLATION

Palm Beach County BOCC
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

| SPECIAL FACILITIES DIVISION | | | | | |
|-----------------------------|-----|------|---|-----|-----|
| MC: MT 4.27.12 | PS: | FSS: | CC:  | CA: | DD: |

AMPHITHEATER RENTAL AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 1 day of May, 2012, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and **Palm Beach Broadcasting LLC** hereinafter referred to as "Renter", whose address is 1350 Ave. of the Americas, 9th Floor New York, New York 10019.

WITNESSETH:

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

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

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

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

WHEREAS, both parties desire to enter into this Agreement.

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

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Term: The Renter shall commence Facility rental on **Friday, June 15, 2012 at 9:00 am** and shall complete all services by **Saturday, June 16, 2012 at 12:00 pm** for the purpose of the **KDW Fishing Tournament and Concert**, as more particularly described in **Exhibit "B"**, attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the County.
3. Payments To County: Renter shall pay County a rental deposit, detailed in **Exhibit "C"**, attached hereto and incorporated herein by reference, in the amount of **Five Hundred Dollars (\$500.00)** by **February 17, 2012** for rental of the Facility which shall be utilized as described above. Renter shall also pay the balance of **Three Thousand Seven Hundred and Ninety-Eight Dollars and Sixty-Four Cents (\$3,798.64)** for a total of **Four Thousand Two Hundred and Ninety-Eight Dollars and Sixty-Four Cents (\$4,298.64)**, as detailed in **Exhibit "C"**, by Tuesday, June 12, 2012.
4. Renter shall also pay a refundable damage deposit, detailed in **Exhibit "C"**, in the amount of Five Hundred Dollars (\$500.00) 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.
5. 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 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.

6. Renter's Responsibilities:

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

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

7. Cancellation and Postponement of Event:

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

early termination by County, County shall refund Renter's full rental fee, damage deposit and event recovery costs within 30 days after termination.

8. 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.
9. 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.
10. Representatives: The County's representative for this Agreement is Melissa Turner, telephone no. 561-963-6702. The Renter's representative for this Agreement is Dean Goodman, CEO for Palm Beach Broadcasting LLC telephone no. 561-616-4700.

11. Damages: If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, patrons, contractors, guests or any persons admitted into the Facility by Renter, Renter shall pay to the County upon demand, such sum as shall be necessary to restore said damaged Facility to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all persons admitted into the Facility by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter, and the Renter agrees to have on hand at all times, at its own expense, such security forces as outlined in **Exhibit "A"**.

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

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

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

of this Agreement. Renter shall procure and maintain for the term of this Agreement at its own expense, insurance coverage which will name Palm Beach County Board of County Commissioners as "Additionally Insured" in the Description of Operations section and said copy of insurance shall be submitted to the County not less than fifteen (15) days prior to Facility rental. Evidence of the required insurance by way of a Certificate of Insurance shall be subject to approval by the Risk Management Department as to the form, adequacy and documentation of insurance coverage. Renter shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as follows:

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

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

14. **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: **Palm Beach Broadcasting LLC**
Dean Goodman, CEO, for Palm Beach Broadcasting LLC

RENTER'S Address: **1350 Ave. of the Americas, 9th Floor New York, New York 10019**

RENTER'S Phone No: **561-616-4700**

15. **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.

16. 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.
17. 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.
18. 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.
19. 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).
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 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.
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.
24. Palm Beach County has established the Office of the Inspector General in Palm Beach County *Code, Section 2-421 - 2-440*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Renter, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PALM BEACH COUNTY WITNESS

SIGNATURE

NANCY BEALE
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

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

COUNTY ADMINISTRATOR

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

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

RENTER WITNESS

SIGNATURE

Jennifer S. Cartwright
NAME (TYPE OR PRINT)

RENTER / Palm Beach Broadcasting LLC

SIGNATURE/ Dean Goodman for Palm Beach Broadcasting LLC

NAME (TYPE OR PRINT)

C80

TITLE (TYPE OR PRINT)

Approved as to Form and
Legal Sufficiency

By: Anne Helgen
Assistant County Attorney

Exhibit A

Seabreeze Amphitheater

Full facility and west side of Carlin Park
Parking areas
Restrooms

Security brought in by the Renter

Jupiter Police Department
Event Security

Exhibit B

Event Description

Host Organization: Palm Beach Broadcasting LLC.

Event to Benefit: Palm Beach Broadcasting LLC.

Event Location: Seabreeze Amphitheater and west side of Carlin Park

Name of Event: KDW Fishing Tournament and Concert

Event Date: Saturday, June 16, 2012

Areas/Amenities to be Used:

Full facility and west side of Carlin Park.

Amenities to be Brought to Venue by Renter:

Amphitheater approved cleaning company, Jupiter Police Department, sound and light system, production staff, front of house tent, vendor merchandise, food, beverages, light towers, tents, tables, chairs, volunteers, signage, banners, dumpster, barbeques and grills.

Detailed Event Description:

This is a Palm Beach Broadcasting LLC sponsored fishing tournament and concert. Tournament participants and the general public are invited to post tournament award celebration consisting of food and beverage vendors, a nautical shopping area and a live concert.

Exhibit C

Amphitheaters Rental Fee Schedule

For-Profit Rental Fees

| | |
|--|-------------|
| *Full Facility Rental Fee | \$ 1,750.00 |
| *Load in/Load out Fee-Amphitheater | \$ 250.00 |
| *Pavilion Fees (2 @ \$150.00 each) | \$ 300.00 |
| *Park Maintenance Fees (6 hours @ \$28/hour) | \$ 168.00 |
| *Electrician Fees (6 hours @ \$46/hour) | \$ 276.00 |
| *Merchandise Vendors (5 @ \$50 each) | \$ 250.00 |
| Food Vendors (6 @ \$100 each) | \$ 600.00 |
| Alcohol Vendors (3 @ 175 each) | \$ 525.00 |
| Tax 6% | \$ 179.64 |

Total Balance **\$ 4,298.64**

Less Deposit (received 2/17/12) **\$ 500.00**

Total Balance Due (Received Tuesday, June 12, 2012) **\$ 3,798.64**

Damage Deposit (Received Tuesday, June 12, 2012) \$500.00

Exhibit D

Licenses, Memberships or Permits

Not required for this rental

Exhibit E

Special Liability Insurance

Liquor Liability Insurance is required and is attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2012

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 Arthur J. Gallagher Risk Management Services, Inc. (FL) PO Box 260700 Tampa, FL 33634 Phone No. (727) 797-4190 Fax No. (727) 796-1613 | CONTACT NAME: Suzi Baker PHONE (A/C No. Ext): (727) 797-4190 FAX (A/C No.): (727) 796-1613 E-MAIL ADDRESS: suzi_baker@aig.com |
| INSURED Palm Beach Broadcasting, LLC 477 South Rosemary Ave, Suite 302 West Palm Beach, FL 33401 Phone No. (561) 868-1085 Fax No. (561) 432-7110 | INSURER(S) AFFORDING COVERAGE INSURER A: STP - St. Paul Fire and Marine Ins. Co. NAIC # 24767 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** 290445-589928-390714 **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 |
|----------|---|----------------|-----|---------------|-------------------------|-------------------------|--|
| STP | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | EW06124364 | 06/15/2012 | 06/16/2012 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Max per Auto Max Aggregate |
| STP | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | EX06104247 | 06/15/2012 | 06/16/2012 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Coverage Location: United States & Canada
Event: KDW Seafood Festival & Discount Marketplace
Palm Beach County Board of County Commissioners is an additional insured with Host Liquor Liability
All coverages expire at 12:01 a.m. Standard Time.

| | |
|---|---|
| CERTIFICATE HOLDER Palm Beach County ATTN: Board of County Commissioners 2700 6th Avenue South Lake Worth, FL 33461 United States Of America Phone No. Fax No. | 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 |
|---|---|

| SPECIAL FACILITIES DIVISION | | | | | |
|-----------------------------|-------------|------|--------------|-----|---------------|
| MC: <u>HP</u> | PS <u>g</u> | FSS: | CC: <u>0</u> | CA: | DD: <u>GA</u> |

AMPHITHEATER RENTAL AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 21 day of June, 2012, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and Palm Beach Shakespeare Festival, Inc. hereinafter referred to as "Renter", whose address is 103 U.S. Highway 1, Suite F-5, Jupiter, FL 33477.

WITNESSETH:

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

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

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

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

WHEREAS, both parties desire to enter into this Agreement.

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

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Term: The Renter shall commence Facility rental on **Friday, July 6, 2012 at 8:00 AM** and shall complete all services by **Tuesday, July 24, 2012 at 12:00 PM** for the purpose of the Shakespeare performance of 'Twelfth Night' 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: 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 "F"**, attached hereto and incorporated herein by reference.
4. Renter shall also pay a refundable damage deposit, detailed in **Exhibit "C"**, in the amount of Zero 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.
5. 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 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.

6. Renter's Responsibilities:

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

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

7. Cancellation and Postponement of Event:

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

8. 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.
9. 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.
10. Representatives: The County's representative for this Agreement is Donald Perez, telephone no. 561-966-7030. The Renter's representative for this Agreement is Kermit Christman, telephone no. 561-762-8552.
11. Damages: If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, patrons, contractors, guests or any persons admitted into the Facility by Renter, Renter shall pay to the County upon demand, such sum as shall be necessary to restore said damaged Facility to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all persons admitted into the Facility by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter, and the Renter agrees to have on hand at all times, at its own expense, such security forces as outlined in **Exhibit "A"**.

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

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

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

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

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

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

14. 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: Palm Beach Shakespeare Festival, Inc./ Kermit Christman, President

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

RENTER'S Phone No: 561-762-8552

15. 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.
16. 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.

17. 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.
18. 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.
19. 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).
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 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.
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.
24. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Renter, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

PALM BEACH COUNTY WITNESS

NAME _____
SIGNATURE _____

SIGNATURE

Nancy Beale
NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

PALM BEACH COUNTY




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

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

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

RENTER WITNESS

RENTER WITNESS


SIGNATURE

SIGNATURE

DANIEL GORDON
NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

RENTER - PALM BEACH SHAKESPEARE FESTIVAL, INC.

SIGNATURE

SIGNATURE

VERMIT CHRISTMAN
NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

Producing Director
TITLE (TYPE OR PRINT)
President

TITLE (TYPE OR PRINT)

E (TYPE OR PRINT)
PRESIDENT

Approved as to Form and
Legal Sufficiency

By: Anne Delant
Assistant County Attorney

Assistant County Attorney

Exhibit A

Seabreeze Amphitheater

Full facility

Parking areas

Restrooms

Security Brought In

Jupiter Police Department Officer on event show nights. As part of the co-sponsorship of this event, the County will pay for one Jupiter Police Department Officer on event show nights.

Exhibit B

Event Description

Host Organization: Palm Beach Shakespeare Festival, Inc.
Event to Benefit: Palm Beach Shakespeare Festival, Inc.
Event Location: Seabreeze Amphitheater
Name of Event: Palm Beach Shakespeare Festival, Inc.'s production of "Twelfth Night"
Event Dates:
Set-up Dates: Friday, July 6, 2012 at 8:00 AM – Wednesday, July 11, 2012
Event Show Dates: Thursday, July 12, 2012 – Sunday, July 15, 2012
Thursday, July 19, 2012 – Sunday, July 22, 2012
Load-out Dates: Monday, July 23, 2012-Tuesday, July 24, 2012 at 12:00 PM

Areas/Amenities to be Used:

Full Facility, Parking areas, Restrooms

Amenities to be Brought to Venue by Renter:

Sound and Light System, Production Staff, Front of House Tent, Props, Sets, Actors, Water and Food for Actors.

Event Description:

This is a non-ticketed event and patrons are encouraged to bring their picnic baskets and blankets to watch this Shakespeare production. Event show dates will be performed Thursday through Sunday nights on July 12, 2012 through July 22, 2012 beginning at 8:00 PM. No merchandise will be sold. One food vendor will be on site. Nightly attendance is expected at 200-800 patrons. Palm Beach County is a co-sponsor for this event.

Exhibit C

Amphitheaters Rental Fee Schedule

Palm Beach County is a co-sponsor.

Rental fees are waived.

As a partner in this production, the County will supply at no cost to Renter the following on event show dates: Maintenance Crews, Electricians, Facility Staff, Directional Parking Staff, one Jupiter Police Officer per event show dates for A1A Road crossing, four (4) light towers, three (3) Port-o-lets, fifteen (15) trash cans and six (6) picnic tables and will appear on the settlement form.

The Renter has been granted permission to collect donations on event show dates.

Fifty percent of the donations received from these event show dates will be paid to the county. That amount shall be due at settlement following the event and will appear on the settlement form.

Damage deposit is not required for this rental.

Renter shall arrange and pay for publicity recognizing Palm Beach County as a partner of this event.

Exhibit D

Licenses, Memberships or Permits

Not required for this rental.

Exhibit E

Special Liability Insurance

Not required for this rental.

Exhibit F

Rental Settlement Form

SAMPLE ONLY

| | | |
|--------------|--|------------|
| 6600-00 | Donations** | |
| Description: | | \$4,219.00 |
| 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 \$ 4,219.00

** Non-Taxable Items

0001-2230-AMAD

Rental Deposit

Less

Paid on __ / __ / __

Amount Due \$ 4,219.00

Facility Manager

Renter

Date:



CERTIFICATE OF LIABILITY INSURANCE

1 / 1
DATE (MM/DD/YYYY)
01/23/12

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 The Plastridge Agency-PBGO 10337 N Military Trail Palm Beach Gardens, FL 33410 | | 561-630-4955 561-630-4966 | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: PBSHA-1 |
| INSURED Palm Beach Shakespeare Festival Inc 103 So. U.S. Hwy. 1 Ste F-5 Jupiter, FL 33477 | | INSURER(S) AFFORDING COVERAGE INSURER A: Canal Indemnity Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADOL SUBR INSR WWR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY | X | GL101029 | 01/29/12 | 01/29/13 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | PRODUCTS - COMPROP AGG \$ Included |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (EA accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | \$ |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | \$ |
| | UMBRELLA LIAB | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | AGGREGATE \$ |
| | DEDUCTIBLE | | | | | \$ |
| | RETENTION \$ | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | WC STATUTORY LIMITS OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

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

Certificate Holder listed as Additional Insured as respect to General Liability only
10 days written notice on non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Palm Beach County BOCC c/o Parks & Recreation Dept 2700 6th Ave North Lake Worth, FL 33461 Tom Landry | 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 |
|---|---|

© 1988-2009 ACORD CORPORATION. All rights reserved.