

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date January 15, 2013

Consent

Regular

Ordinance

Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: the following original executed Amphitheater Rental Agreements:

- A) AEG Live SE, LLC, Sublime with Rome concert, Sunset Cove Amphitheater, for the period August 31, 2012, through September 1, 2012; and
- B) AEG Live SE, LLC, Matisyahu concert, Seabreeze Amphitheater, for the period October 27, 2012, through October 28, 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 2011-1960, and are now being submitted to the Board to receive and file. These events helped to offer a balanced schedule of events which promote the quality of life in the communities we serve. An estimated 5,480 persons attended the events produced under these Amphitheater Rental Agreements. Districts 1 and 5 (AH)

**Background and Justification:** This Amphitheater Rental Agreement (Resolution 2011-1960) was adopted by the Board to streamline the process of renting Amphitheater facilities to AEG Live SE, LLC and other AEG Regional Offices. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Amphitheater Rental Agreements not-to-exceed \$25,000, with rental agreements between \$25,000 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 (2)

Recommended by:   
Department Director

12/20/12  
Date

Approved by:   
Assistant County Administrator

1/3/13  
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>4,245</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(8,043)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<b><u>(3,798)</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>				

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 Item A in this agreement were recorded in FY2012.

Item	Contractor	FY2012		FY2013	
		Revenue	Expense	Revenue	Expense
A	AEG Live SE, LLC	\$15,808	\$2,965		
B	AEG Live SE, LLC			\$8,043	\$4,245
	<b>Totals</b>	<b>\$15,808</b>	<b>\$2,965</b>	<b>\$8,043</b>	<b>\$4,245</b>

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 12/27/12  
 OFMB *12/27/12*

 12/28/12  
 Contract Development and Control

**B. Legal Sufficiency:**

Anne Helgenst 1-2-13  
 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 2-24-12

PS

FSS:

CC: *A*

CA:

DD: *MA*

AMPHITHEATER RENTAL AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

This Agreement is made as of the 16<sup>th</sup> day of AUGUST, 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 AEG Live SE, LLC, hereinafter referred to as "Renter", whose address is 1800 Australian Ave. So., Suite 201, West Palm Beach, Florida 33409.

WITNESSETH:

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

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

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

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

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

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

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Term:** The Renter shall commence Facility rental on **Friday, August 31, 2012 at 7:00 AM** and shall complete all services by **Saturday, September 1, 2012 at 3:00 AM** for the purpose of "**Sublime with Rome**" Concert, as more particularly described in Exhibit "B", attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the County.
3. **Payments To County:** Renter shall pay County a rental deposit, detailed in Exhibit "C" attached hereto and incorporated herein by reference, in the amount of **seven hundred and fifty dollars (\$750.00)** for rental of the Facility which shall be utilized as described above. Renter shall also pay a rental fee to County of **three thousand five Hundred dollars (\$3,500) or ten percent (10%) of the adjusted gross sales to a maximum cap of twelve thousand dollars (\$12,000), whichever is greater**, as outlined in Exhibit "C". The total rental fee and any costs incurred by the County on behalf of the Renter, less any rental deposit outlined in Exhibit "C" shall be due at settlement following the event and determined using a Rental Settlement Form as detailed in Exhibit "D", attached hereto and incorporated herein by reference.

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

5. Renter's Responsibilities:

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

approved by County and shall be in accord with accepted procedures for good accounting.

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

6. Cancellation and Postponement of Event:

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

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

promotion of the Facility. County agrees that it shall not transmit directly from the Facility, at the time of the rental, any part of such recording absent a specific written agreement between the parties to this Agreement permitting such transmission. All broadcasting, recording and photography must be approved in advance by Artist. Artist reserves the right to videotape and record performance for archival purposes.

8. **Assignment:** Renter shall not assign, transfer or otherwise encumber this Agreement or any part thereof, in any manner without the prior written consent of the County, except to a parent or affiliate company under common control. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
9. **Representatives:** The County's representative for this Agreement is **Donald Perez**, telephone no. **561-601-4715**. The Renter's representative for this Agreement is **John Valentino**, telephone no. **561-681-5600**.
10. **Damages:** If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, contractors, guests or any persons admitted into the Facility by Renter, Renter shall pay to the County such sum as shall be necessary to restore said damaged Facility to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all Renter's employees admitted into the Facility by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter, and the Renter agrees to have on hand at all times, at its own expense, such security forces as outlined in Exhibit "A".

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

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

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

adequacy and documentation of insurance coverage. Renter shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as follows:

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

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

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

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

and if sent to the Renter shall be mailed to:

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

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

RENTER'S Phone No: 561-681-5600

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

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

(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 \$25,000)

[Signature]  
COUNTY ADMINISTRATOR  
(Agreement value from \$25,000 up to \$50,000)

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

**RENTER WITNESS**

[Signature]  
SIGNATURE

Carrie Sweet  
NAME (TYPE OR PRINT)

**AEG LIVE SE LLC**

[Signature]  
SIGNATURE

John Valentines  
NAME (TYPE OR PRINT)

So. VP  
TITLE (TYPE OR PRINT)

Approved as to Form and  
Legal Sufficiency

By: Anne Helgent  
Assistant County Attorney

**Exhibit A**

Description of amphitheater rental area (lawn, stage, backstage, etc...)  
**SUNSET COVE AMPHITHEATER**

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

**Security Forces Provided by Renter**

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

**Exhibit B**

**Event Description**

Host Organization: AEG Live SE, LLC.  
Event to Benefit: AEG Live SE, LLC.  
Event Location: Sunset Cove Amphitheater  
Description of Event: Sublime with Rome concert  
Event Date: Friday, August 31, 2012  
Time: 6:00 pm

Areas/Amenities to be Used:  
Full facility and surrounding parking areas

Amenities to be Brought to Venue by Renter:  
Backline, monitors, microphones, stands, cables, spot lights, platforms, sound & light 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, PBSO duty officers, EMS personnel, amphitheater approved cleaning company , in house sound technician, and the County electrician.

Detailed Event Description (purpose, entertainment, merchandising, etc...):  
This event will provide economic enhancement to the community as well as to provide a wholesome, recreational and cultural experience while motivating the mind, body and soul with musical entertainment. Assorted merchandise and food/beverages will be for sale. Estimated attendance: **6,000**.

**Exhibit C**

**Amphitheaters Rental Fee Schedule**

**Sunset Cove Amphitheater**

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 Soundman Fee	\$ 450.00 flat fee

Security Deposit: Renter has paid a security deposit of \$500 which will be returned within 15 days of the event provided the facility is returned to the County undamaged.

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

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

**Exhibit D**

**Rental Settlement Form**

**SAMPLE ONLY**

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

\* Taxable Items

**Subtotal** \_\_\_\_\_

\*\* Non-Taxable Items

0001-2230-AMAD

Rental Deposit

**Less** \_\_\_\_\_

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

**Amount Due** \$ \_\_\_\_\_ -

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

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

**Date:**

**Exhibit E**

**Specialty certifications, licenses and/or memberships**

Not required for this rental



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/07/2012

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).

<b>PRODUCER</b> MARSH USA INC. 1225 17TH STREET, SUITE 2100 DENVER, CO 80202-5534 Attn: (303) 308-4500	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Greenwich Insurance Company		22322
<b>INSURER B:</b> XL Specialty Insurance Company		37885
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

02220 -01234-ALL-11/12

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: AEG10</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X	X	RGE943731204	11/15/2011	11/15/2012	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) \$ EXCLUDED
	<input checked="" type="checkbox"/> \$100,000 SIR						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 20,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>	X	X	RAG943703407	11/15/2011	11/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			RWD943503709	11/15/2011	11/15/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

DATE: 08/31/2012 - 09/01/2012

EVENT: Sublime

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

**CERTIFICATE HOLDER**

Palm Beach County Board of Commissioners  
 c/o Special Events Department  
 2700 Sixth Avenue South  
 Lake Worth, FL 33461

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.

Sharon A. Hammer

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ACORD 25 (2010/05)

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SPECIAL FACILITIES DIVISION					
ACCOUNT:		VENDOR CODE:		CONTRACT: AEG-	
MC: DP 09-24-12	PS 8k	FSS:	CC: <i>[Signature]</i>	CA:	DD: <i>[Signature]</i>

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

This Agreement is made as of the 23 day of October, 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 AEG Live SE, LLC, hereinafter referred to as "Renter", whose address is 1800 Australian Ave. So., Suite 201, West Palm Beach, Florida 33409.

**WITNESSETH:**

**WHEREAS**, the County desires to rent the 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 **Saturday, October 27, 2012 at 7:00 AM** and shall complete all services by **Sunday, October 28, 2012 at 2:00 AM** for the purpose of **"Matisyahu"** Concert, as more particularly described in Exhibit "B", attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the County.
3. Payments To County: Renter shall pay County a rental deposit, detailed in Exhibit "C" attached hereto and incorporated herein by reference, in the amount of **five hundred dollars (\$500.00)** for rental of the Facility which shall be utilized as described above. Renter shall also pay a rental fee to County of **One Thousand Seven Hundred and Fifty dollars (\$1,750) or ten percent (10%) of the adjusted gross sales to a maximum cap of Five Thousand dollars (\$5,000), whichever is greater**, as outlined in Exhibit "C". The total rental fee and any costs incurred by the County on behalf of the Renter, less any rental deposit outlined in Exhibit "C" shall be due at settlement following the event and determined using a Rental Settlement Form as detailed in Exhibit "D", attached hereto and incorporated herein by reference.

Renter has paid a refundable damage deposit, detailed in **Exhibit "C"**, in the amount of **Five Hundred dollars (\$500.00)** which shall be returned to Renter on December 31<sup>st</sup> 2012 provided that County has determined the Facility was returned to County undamaged, and in the same condition prior to Renter's use of the Facility.

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



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

5. Renter's Responsibilities:

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

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

6. Cancellation and Postponement of Event:

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

7. Performing Rights: County shall not use or endorse the Renter's name or likeness, except the County may

photograph and/or record both the audio and visual aspects of the rental, for the sole purpose of future promotion of the Facility. County agrees that it shall not transmit directly from the Facility, at the time of the rental, any part of such recording absent a specific written agreement between the parties to this Agreement permitting such transmission. All broadcasting, recording and photography must be approved in advance by Artist. Artist reserves the right to videotape and record performance for archival purposes.

8. Assignment: Renter shall not assign, transfer or otherwise encumber this Agreement or any part thereof, in any manner without the prior written consent of the County, except to a parent or affiliate company under common control. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
9. Representatives: The County's representative for this Agreement is **Donald Perez**, telephone no. **561-966-7030**. The Renter's representative for this Agreement is **John Valentino**, telephone no. **561-681-5600**.
10. Damages: If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, contractors, guests or any persons admitted into the Facility by Renter, Renter shall pay to the County such sum as shall be necessary to restore said damaged Facility to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all Renter's employees admitted into the Facility by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter, and the Renter agrees to have on hand at all times, at its own expense, such security forces as outlined in **Exhibit "A"**.

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

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

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

a Certificate of Insurance shall be subject to approval by the Risk Management Department as to the form, adequacy and documentation of insurance coverage. Renter shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as follows:

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

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

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

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

and if sent to the Renter shall be mailed to:

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

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

RENTER'S Phone No: 561-681-5600

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

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

(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 ~~\$20,000~~ \$25,000

[Signature]  
County Administrator \$25,000  
(Agreement value from ~~\$20,000~~ to \$50,000)

[Signature]  
Chairperson, Board of County Commissioners  
(Agreement value value exceeds \$50,000)

**RENTOR WITNESS:**

[Signature]  
SIGNATURE

Carrie Swett  
NAME (TYPE OR PRINT)

**AEG LIVE SE, LLC**

[Signature]  
Signature

John Valentinis  
Typed Name

S. VP  
Title

Approved as to Form and  
Legal Sufficiency

By: [Signature]  
County Attorney

**Exhibit A**

**Seabreeze Amphitheater**

Full facility  
Parking areas  
Public Restrooms  
Overflow Parking

**Security brought in by the Renter**

Event Gate Security  
Event Parking Staff  
EMS Personnel

**Exhibit B**

**Event Description**

Host Organization: AEG Live SE, LLC.  
Event to Benefit: AEG Live SE, LLC.  
Event Location: Seabreeze Amphitheater  
Description of Event: Matisyahu concert  
Event Date: Saturday, October 27, 2012  
Time: 6:30 pm

**Areas/Amenities to be Used:**

Carlin Park west, Seabreeze Amphitheater, full facility and surrounding parking areas

**Amenities to be Brought to Venue by Renter:**

Backline, monitors, microphones, stands, cables, spot lights, platforms, sound & light, equipment production and staff, riggers, trusses, event gate security staff, event parking staff, ticket takers, ushers, talent, VIP tents, tables and chairs, vendors, freezers, generators, BBQ's, oil fryers, ice machines, stage decorations, banners, hospitality riders, temporary fencing, 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 a musical concert of the reggae and dub step genre. Assorted merchandise and food/beverages will be for sale. Estimated attendance is 2,000.



**Exhibit C**

**Amphitheatres Rental Fee Schedule**

**Seabreeze Amphitheater Fees**

Rental Advance Deposit Fee	\$ 500.00
Amphitheater Rental Fee	\$ 1,750.00 or 10% of adjusted gross sales, to a maximum cap of \$5,000.00, whichever is greater.*
Food and Beverage Vendors	\$ 100.00 each*
Alcohol Vendors	\$ 175.00 each*
Merchandise Vendors	\$ 50.00 each*
County Electrician Fee	\$ 46.00/hr
County Soundman Fee	\$ 450.00 flat fee

*\*Plus applicable taxes.*

*County will arrange and provide at its sole expense: temporary parking lot lights (based on ticket sales), one County MOT worker with gator, (1) 20 cubic yard dumpster, (2) Jupiter Police Department Deputies for crosswalks and port-o-lets for crowds larger than 2000.*

Renter has paid a deposit of five hundred dollars (\$500.00) which is being held as a deposit for this event and future events held by Renter. The deposit shall be returned to Renter on December 31, 2012 provided no damages have been caused to the property during the year. In the event damage occurs during an event held by the Renter which requires County to keep the deposit, Renter shall be required to deposit another five hundred dollars (\$500.00) for future events.

Renter shall pay the County approved cleaning company by check the night of the event, The number of cleaning staff personnel required will be determined by estimated ticket sales. The renter shall pay the County for Jupiter Police officers as part of settlement on the night of the event.

**EXHIBIT "D"**

**AEG Live SE, LLC. Rental Settlement Form (SAMPLE ONLY)  
(FEES SUBJECT TO CHANGE)**

**Seabreeze Amphitheater**

4725-00	Facility Rental Fee*	
Description:	\$1,750 min. or 10% of adjusted gross ticket sales, not to exceed \$5,000.00 (.10 x \$)	
4725-14	Parks Parking Fees*	
	\$1.50 per paid vehicle parked/	
4729-24	P&R Other Fees** - Food & Bev & Alcohol	
Description:	() Food and beverage vendors @ \$100 per vendor, () Alcohol vendors @ \$175 per vendor,	
4729-25	P&R Other Fees* - Amph Souvenirs/Other Event Products	
Description:	(1) Merchandise vendors @ \$50 per vendor	
4729-09	P&R Other Fees-Outside Cleaning*	
Description:	Paid Direct By Promoter	\$ -
5221-4729-14	Parks/P&R Other/Wages O.T. *	
Description:		
2170-00	Sales Tax (.06%)	\$ -

\* Taxable Items

**Subtotal** \$ -

\*\* Non-Taxable Items

0001-2230-AMAD

Rental Deposit

**Less** \_\_\_\_\_

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

**Amount Due** \$ -

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

\_\_\_\_\_  
Renter

Date:

Exhibit E

Special Liability Insurance

Not required for this rental



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/17/2012

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).

<b>PRODUCER</b> MARSH USA INC. 1225 17TH STREET, SUITE 2100 DENVER, CO 80202-5534 Attn: (303) 308-4500  02220 -01234-ALL-11/12	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> AEG LIVE SE, LLC AEG LIVE LLC AEG LIVE PRODUCTIONS LLC 1800 AUSTRALIAN AVE., SO, SUITE 201 WEST PALM BEACH, FL 33409	<b>INSURER A :</b> Greenwich Insurance Company	NAIC # 22322
	<b>INSURER B :</b> XL Specialty Insurance Company	37885
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: AEG10

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	RGE943731204	11/15/2011	11/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	RAG943703407	11/15/2011	11/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD943503709	11/15/2011	11/15/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

DATE: 10/27/2012

EVENT: Matisyahu @ Seabreeze Amp., Jupiter, FL

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

**CERTIFICATE HOLDER****CANCELLATION**

Palm Beach County Board of Commissioners c/o Special Events Department 2700 Sixth 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 of Marsh USA Inc. Sharon A. Hammer <i>Sharon A. Hammer</i>
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ACORD 25 (2010/05)

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