

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 10, 2013

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the following original executed Entertainment Contractor Agreements for community events:

- A) BandsRock Entertainment International, Inc., July 4th Celebration; Sunset Cove Amphitheater, on July 4, 2013; and
- B) Zambelli Fireworks Manufacturing Co., July 4th Celebration; Sunset Cove Amphitheater, on July 4, 2013.

Summary: The Parks and Recreation Department produced the July 4th Celebration, a popular holiday event at our Sunset Cove Amptheater. This event was attended by an estimated 7,000 people and generated positive support and goodwill for the County. Unfortunately, due to weather conditions, the fireworks finale malfunctioned. Zambelli adjusted the final invoice and decreased the amount charged by \$3,634. 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 Entertainment Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 2008-1109, amended by Resolution 2010-0644, and are now being submitted to the Board to receive and file. District 5 (AH)

Background and Justification: The Entertainment Contractor Agreement, Resolution 2008-1109, amended by Resolution 2010-0644, was adopted by the Board to streamline the process of hiring entertainment for County sponsored events. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Entertainment Contractor Agreements for entertainment up to \$10,000, with contracts between \$10,000 and \$50,000 requiring the County Administrator's approval and contracts over \$50,000 requiring Board approval.

The Parks and Recreation Department produces cultural activities to promote the quality of life in the communities we serve by providing a setting for people to come together to enjoy a wide variety of relatively low cost quality entertainment. The events we produce have been well received by residents looking closer to home for affordable entertainment during these challenging economic times, and these events also encourage outside rentals of the facility for private and commercial events.

Attachments: Entertainment Contractor Agreements (2)

Recommended by: Jennifer E Ciullo
for Department Director

8/12/2013
Date

Approved by: [Signature]
Assistant County Administrator

8/20/13
Date

SPECIAL FACILITIES DIVISION

ACCOUNT:		VENDOR CODE:		CONTRACT:	
MC:	PS <i>JK</i>	FSS:	CC: <i>D</i>	CA:	DD: <i>JK</i>

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

This Agreement is made as of the 24 day of JUNE, 2013, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and Zambelli Fireworks Manufacturing Co., an Independent Contractor, hereinafter referred to as "Contractor".

WITNESSETH:

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

WHEREAS, as part of the Event, the County desires to hire entertainment, which shall consist of a **ten (10) minute firework display**, hereinafter referred to as "Entertainment"; and

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

WHEREAS, Contractor has the knowledge, ability, and equipment to provide such Entertainment for the County; and

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

WHEREAS, both parties desire to enter into this Agreement.

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

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Term: The Contractor shall commence its Entertainment services on **Thursday, July 4, 2013 at 7:00 am** and shall complete all services by **Thursday, July 4, 2013 at 11:30 pm**
3. Payments To Contractor:

County shall pay Contractor a total amount not-to-exceed **Twelve Thousand Five Hundred dollars (\$12,500.00)** for Entertainment services as described above, upon completion of the performance of the Entertainment services at the facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Entertainment. If an alternative date for the Entertainment cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.
4. Taxes: The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

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

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

5. Contractor's Responsibilities:

- a. Contractor shall provide Entertainment as more particularly described in **Exhibit "A"**, the Scope of Work, attached hereto and incorporated herein by reference.
- b. Contractor's Performance shall begin at **9:00 pm** and end at **9:10 pm**.
- c. Contractor may arrive at the Facility to begin setting up at **7:00 am**, but shall arrive no later than **Three Hundred and Sixty (360)** minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least **Sixty (60)** minutes prior to the scheduled Entertainment time.
- d. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Entertainment, and shall leave the Facility in the same condition the Facility was in prior to conducting the Entertainment.
- e. Contractor's Entertainment shall consist of **one (1)** set of **ten (10)** minutes.
- f. Contractor's Entertainment includes the following other entertainers and performers, which may not be altered without prior County approval: None. Contractor shall appear and perform on stage for at least ninety percent (90%) of the scheduled Entertainment time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- g. Contractor shall perform the Entertainment set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- h. 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 Contractor, 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.
- i. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Entertainment while on County property.
- j. County will provide the sound equipment and lighting for Contractor's Entertainment, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in **Exhibit "B"** that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- k. The Entertainment shall contain no profanity, obscene language, lewd gestures, or any other material offensive to the general community. Should Contractor fail to comply with this provision, the County may withhold payment to Contractor, and Contractor hereby waives entitlement to said payment. Contractor further understands that future opportunities to

perform for the County may be withheld.

- l. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Entertainment, Contractor will perform.
- m. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- n. County shall provide all electrical services for the Entertainment, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- o. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Entertainment are required, Contractor shall attach a copy of each to this Agreement as **Exhibit "C"**.
- p. Contractor shall not use or permit the use of any pyrotechnics of any type during its Entertainment at the Event.
- q. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- r. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours notice prior to the scheduled Entertainment. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.
- B. In the event of sickness or acts of nature that prevent Contractor from performing the Entertainment as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar artist, with the prior approval of County. If a substitute artist performs the Entertainment, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute artist. County and Contractor may also negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall immediately refund County's full deposit.
- C. County can adjust Contractor's performance as deemed necessary to conclude the Entertainment early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Entertainment in a professional manner in accordance with this Agreement, Contractor's Entertainment may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two

(2) days after notice of termination.

E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Performing Rights: County shall not endorse the Contractor's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the Entertainment, for the sole purpose of future promotion for the Event. County agrees that it shall not transmit directly from the Facility, at the time of the Entertainment, any part of such recording absent a specific written agreement between the parties to the Agreement permitting such transmission.
8. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
9. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
10. Representatives: The County's representative for this Agreement is **Andrew Holzinger**, telephone no. **561-966-7047**. The Contractor's representative for this Agreement is **Robert Haller**, telephone no. **(800) 245-0397**.
11. Indemnification: Contractor shall conduct its activities and Entertainment and the activities and Entertainment of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement. This provision shall survive termination or expiration of this Agreement.
12. Insurance: County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the rights to require insurance coverages throughout the term of this Agreement. If County determines insurance is required to perform this Agreement, Contractor shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described in **Exhibit "D"**. Contractor shall provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Contractor to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
13. Notices: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Zambelli Fireworks Manufacturing Co.

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

CONTRACTOR'S Phone No: (800) 245-0397

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.
15. **Authorization:** Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.
16. **Availability of Funds:** The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
17. **Arrears:** The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
18. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
19. **Criminal History Records Check:** The Contractor shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The Contractor acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history records check, the Contractor shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
20. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
21. **Entirety of Contractual Agreement:** The County and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
22. **Waiver:** Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
23. **Nondiscrimination:** Renter warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital

status, familial status, sexual orientation, gender identity or expression.

24. **No Third Party Beneficiary:** No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County or the Contractor.
25. **Criminal History Records Check:** If Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the Contractor shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The Contractor acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the Contractor shall be solely responsible for the financial, schedule and staffing implications associated in complying with this section of the Palm Beach County Code.

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

PALM BEACH COUNTY WITNESS

Nancy E. Beale
SIGNATURE

NANCY E. BEALE
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Yvonne
DEPARTMENT DIRECTOR

Allen
COUNTY ADMINISTRATOR (If contract value exceeds \$10,000.)

CONTRACTOR - ZAMBELLI FIREWORKS MANUFACTURING CO.

Robert C. Haller
SIGNATURE

ROBERT C HALLER, CONTRACTOR
NAME & TITLE (TYPE OR PRINT)

CONTRACTOR WITNESS

Sandra McStay
SIGNATURE

Sandra McStay
NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By: Anne Delgado
Assistant County Attorney

EXHIBIT A

Scope of Work

Thursday July 4, 2013 Zambelli Fireworks

The Contractor will supply the following firework shells plus one (1) music CD

<u>Shells</u>	<u>Quantity</u>
Opening Barrage: Three Inch Red, White and Blue Shells and Salutes	20
Four Inch Assorted Effects and Colors	12
Main Body: Three Inch Color, Pattern and Designer Shells	180
Four Inch Color, Pattern and Designer Shells	120
Five Inch Color, Pattern and Designer Shells	90
Six Inch Color, Pattern and Designer Shells	30
Grand Finale: Three Inch Rapid Fire Shells and Salutes	300
Four Inch Rapid Fire, Color and Pattern Shells	18
Five Inch Rapid Fire, Color and Pattern Shells	10
Six Inch Rapid Fire, Color and Pattern Shells	4

TOTAL 784 Aerial Display Shells

GRAND TOTAL 784 TOTAL SHELLS/EFFECT

Contractor will supply two (2) pyrotechnicians, transportation, permit fees, fuses, cribbing, lumber, protective tarps and tents as required.

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

EXHIBIT B

Equipment Provided

Thursday July 4, 2013 Zambelli Fireworks

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

Contractor will provide prerecorded music CD.

EXHIBIT C

Specialty certifications, licenses and/or memberships

AFT License is required for this performance and is attached.

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

DEPARTMENT OF JUSTICE BUREAU OF ALCOHOL, TOBACCO, FIREARMS & EXPLOSIVES

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF A TF - Chief, FELC License/Permit Number **8-PA-073-23-5B-02044**
Correspondence To 244 Needy Road
Martinsburg, WV 25405-9431

Chief, Federal Explosives Licensing Center (FELC) Expiration Date **February 1, 2015**
Christopher L. Keene

Name
ZAMBELLI FIREWORKS INTERNATIONALE

Premises Address (Changes? Notify the FELC within 10 days before the move)
**20 SOUTH MERCER STREET
NEW CASTLE, PA 16101**

Type of License or Permit
23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. This signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. Certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business of operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

ZAMBELLI FIREWORKS MANUFACTURING CO
ZAMBELLI FIREWORKS INTERNATIONALE
PO BOX 1463
NEW CASTLE, PA 16103

W. D. Taylor
Licensee/Permittee Responsible Person Signature
W. D. Taylor
Printed Name

President - CEO
Position Title
9/25/2012
Date

Previous Edition is Obsolete ZAMBELLI FIREWORKS MANUFACTURING CO, 20 SOUTH MERCER STREET 16101 8-PA-073-23-5B-02044 February 1, 2015 23-IMPORTER OF EXPLOSIVES

ATF Form 5600 (4-5-00) (SP-1)
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC) Toll-free Telephone Number: (877) 283-3352 ATF Homepage: www.atf.gov
244 Needy Road Fax Number: (304) 616-4101
Martinsburg, WV 25405-9431 E-mail: FELC@atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✕

Federal Explosives License/Permit (FEL) Information Card
License/Permit Name: ZAMBELLI FIREWORKS MANUFACTURING CO
Business Name: ZAMBELLI FIREWORKS INTERNATIONALE
License/Permit Number: 8-PA-073-23-5B-02044
License/Permit Type: 23-IMPORTER OF EXPLOSIVES
Expiration: February 1, 2015
Please Note: Not Valid for the Sale or Other Disposition of Explosives.

EXHIBIT D

Insurance

Insurance is required for this performance and is attached. Liquor liability and auto coverage are not required as this company is not serving alcohol nor using a vehicle during the execution of this agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2013

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 Allied Specialty Insurance, Inc. 10451 Gulf Boulevard Treasure Island, FL 33706-4814 1-800-237-3355	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Zambelli Fireworks Mfg Co., dba: Zambelli Fireworks Internationale, etal 20 South Mercer Street New Castle, PA 16101	INSURER A: T.H.E. Insurance Company NAIC # 12866	
	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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPP0103167-00	05/01/2013	02/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPP0103167-00	05/01/2013	02/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		ELP0011081-00	05/01/2013	02/01/2014	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC134082	05/01/2013	02/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Workers Compensation Coverage is afforded in the State(s) of: AZ, CO, CT, DE, FL, GA, IN, KY, LA, MD, MI, MN, MO, NE, NV, NM, NY, NC, OR, PA, SC, SD, TN, TX, UT, VA & WI.						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Display Date: July 4, 2013 Rain Date: July 5, 2013 Location: Sunset Cove Amphitheater, Boca Raton, FL
 RE: General Liability, the following are named as additional insured in respects to the operations of the named insured only:
 Sunset Cove Amphitheater, Palm Beach County Board of County Commissioners- ATIMA.

CERTIFICATE HOLDER 7371 Palm Beach County Board of County Commissioners 2700 Sixth Avenue South Lake Worth, FL 33461 CERT # 20047	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
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SPECIAL FACILITIES DIVISION

ACCOUNT: 0001-580-5207-03-3401		VENDOR CODE: VC0000141100		CONTRACT: Mitch Lautman	
MC: DP 04.08.13	PS <i>gu</i>	FSS:	CC: <i>RP</i>	CA:	DD: <i>(Signature)</i>

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

This Agreement is made as of the 10th day of June, 2013, 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 BandsRock Entertainment International Inc, a Florida Profit Corporation, hereinafter referred to as "Contractor".

WITNESSETH:

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

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

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

WHEREAS, Contractor has the knowledge, ability, and equipment to provide such Entertainment for the County; and

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

WHEREAS, both parties desire to enter into this Agreement.

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

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Term: The Contractor shall commence its Entertainment services on **Thursday July 4, 2013 at 4:00pm** and shall complete all services by **Thursday July 4, 2013 at 11:00pm**.
3. Payments To Contractor:

County shall pay Contractor a total amount not-to-exceed **One Thousand Dollars (\$1000.00)** for Entertainment services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed **Five Hundred Dollars (\$500.00)**, which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed **Five Hundred Dollars (\$500.00)**, shall be paid to Contractor upon completion of the performance of the Entertainment services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Entertainment. If an alternative date for the Entertainment cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.

4. Taxes: The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

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

5. Contractor's Responsibilities:

- a. Contractor shall provide Entertainment as more particularly described in **Exhibit "A"**, the Scope of Work, attached hereto and incorporated herein by reference.
- b. Contractor's Performance shall begin at **7:00pm** and end at **8:50pm**.
- c. Contractor may arrive at the Facility to begin setting up at **4:00pm**, but shall arrive no later than **One Hundred and Twenty (120)** minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least **Sixty (60)** minutes prior to the scheduled Entertainment time.
- d. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Entertainment, and shall leave the Facility in the same condition the Facility was in prior to conducting the Entertainment.
- e. Contractor's Entertainment shall consist of **One (1)** set(s) of **One Hundred and Ten (110)** minutes.
- f. Contractor's Entertainment includes the following other entertainers and performers, which may not be altered without prior County approval: **Brad Scott, Shawn Bryant, Lou Mancuso, Guy Ruvolo, Dave Grundy**. Contractor shall appear and perform on stage for at least ninety percent (90%) of the scheduled Entertainment time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- g. Contractor shall perform the Entertainment set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- h. 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 Contractor, 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.
- i. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Entertainment while on County property.
- j. County will provide the sound equipment and lighting for Contractor's Entertainment, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in **Exhibit "B"** that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.

- k. The Entertainment shall contain no profanity, obscene language, lewd gestures, or any other material offensive to the general community. Should Contractor fail to comply with this provision, the County may withhold payment to Contractor, and Contractor hereby waives entitlement to said payment. Contractor further understands that future opportunities to perform for the County may be withheld.
- l. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Entertainment, Contractor will perform.
- m. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- n. County shall provide all electrical services for the Entertainment, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- o. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Entertainment are required, Contractor shall attach a copy of each to this Agreement as **Exhibit "C"**.
- p. Contractor shall not use or permit the use of any pyrotechnics of any type during its Entertainment at the Event.
- q. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- r. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours notice prior to the scheduled Entertainment. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Entertainment cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.
- B. In the event of sickness or acts of nature that prevent Contractor from performing the Entertainment as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar artist, with the prior approval of County. If a substitute artist performs the Entertainment, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute artist. County and Contractor may also negotiate another date for Entertainment at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall immediately refund County's full deposit.
- C. County can adjust Contractor's performance as deemed necessary to conclude the Entertainment early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Entertainment in a professional manner in accordance with this Agreement, Contractor's Entertainment may be canceled early and this Agreement shall be terminated, and

Contractor shall immediately return all deposits paid by County to Contractor.

- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.
7. Performing Rights: County shall not endorse the Contractor's name or likeness, except the County may photograph and/or record both the audio and visual aspects of the Entertainment, for the sole purpose of future promotion for the Event. County agrees that it shall not transmit directly from the Facility, at the time of the Entertainment, any part of such recording absent a specific written agreement between the parties to the Agreement permitting such transmission.
8. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
9. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
10. Representatives: The County's representative for this Agreement is **Andrew Holzinger** telephone no. **561-966-7047**. The Contractor's representative for this Agreement is **Mitch Lautman**, telephone no. **954-536-2401**.
11. Indemnification: Contractor shall conduct its activities and Entertainment and the activities and Entertainment of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement. This provision shall survive termination or expiration of this Agreement.
12. Insurance: County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the rights to require insurance coverages throughout the term of this Agreement. If County determines insurance is required to perform this Agreement, Contractor shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described in **Exhibit "D"**. Contractor shall provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Contractor to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
13. Notices: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

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

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Mitch Lautman/ BandsRock Entertainment International Inc

CONTRACTOR'S Address: 49 N. Federal Highway #167

CONTRACTOR'S Phone No: 954-536-2401

14. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.
15. **Authorization:** Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.
16. **Availability of Funds:** The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
17. **Arrears:** The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
18. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
19. **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 Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
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. **No Third Party Beneficiary:** No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement,

including but not limited to any citizen or employees of the County or the Contractor.

24. Criminal History Records Check: If Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the Contractor shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The Contractor acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the Contractor shall be solely responsible for the financial, schedule and staffing implications associated in complying with this section of the Palm Beach County Code.

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

PALM BEACH COUNTY WITNESS

Andrew Holzinger

SIGNATURE

ANDREW HOLZINGER

NAME (TYPE OR PRINT)

PALM BEACH COUNTY

Doc for BH Eric Coel

DEPARTMENT DIRECTOR

COUNTY ADMINISTRATOR (if contract value exceeds \$10,000.)

CONTRACTOR - BANDSROCK ENTERTAINMENT INTERNATIONAL, INC

Mitchell Lautman

SIGNATURE

MITCHELL LAUTMAN / PRESIDENT

NAME & TITLE (TYPE OR PRINT)

CONTRACTOR WITNESS

Beverlee Horowitz

SIGNATURE

BEVERLEE HOROWITZ

NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By: *Anne Delgent*

Assistant County Attorney

EXHIBIT A

Scope of Work

Thursday July 4, 2013: Mitch Lautman/ BandsRock Entertainment International Inc.

1. The Contractor will perform one (1) set of **One Hundred and Ten (110)** minutes of live (not pre-recorded) music at Sunset Cove Amphitheater.
2. Contractor **may not** take one (1) ten (10) minute break.
3. The County will review and may edit Contractors performance song list one week prior to performance. Performance time is from **7:00pm – 8:50pm**.
4. Sound check will begin at 5:30pm and conclude by 6:00pm. Instruments, equipment and microphones will not be moved after the sound check has been completed.

The County will supply a full sound and lighting system as described in Exhibit B attached hereto and incorporated herein by reference. The Contractor will supply all backline, amps, extension cords and cables necessary for this performance.

EXHIBIT B

Equipment Provided

Thursday July 4, 2013: Mitch Lautman/ BandsRock Entertainment International Inc.

The County will provide a sound and light system as detailed on the attached equipment list.

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



Lighting and Sound System

Stage Lighting

Console

Strand Palette 48/96

Lighting

Altman Outdoor PAR 64-1000watt Fixture (44 on front overhang rail, 11 on first inside rail)

Altman R-40 Striplight-250watt Fixtures (4 per row on second, third and fourth inside rail)

Sound System

Mixing Console

Soundcraft GB8 40 channel

Microphones

Shure ULX Wireless with SM58 Capsules (2)

Signal Processing

DBX 223 1 Graphic EQs (3)

Yamaha SPX 2000

Lexicon MX 400

Symetrix SYM-NET 8x8 Processors

EV DC One

Playback

Denon DN-635 CD Player

Denon DN-T625 Cassette/ CD Player

Speaker System

EV Xlci Line Array

Xlc 118 (3 per side)

Xlci 127 (6 per side)

Power Amplification

Crown Macro Tech 5002vz (2 for Suds)

Crown Macro tech 3600vz (3 for Lows)

Crown Macro Tech 2402 (3 for passively crossed over Mids and Highs)

Snake

Custom unit permanently installed with 48 inputs. 4 tie lines.

All returns hardwired to House system.

EXHIBIT C

Specialty certifications, licenses and/or memberships

Not required for this performance

EXHIBIT D

Insurance

Not required for this performance