

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 10, 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 approve: **A)** use of County properties in support of the Motivation Man Mini Triathlon to be held on October 19, 2013; and **B)** Special Event Rental Agreement with Game On Sports Mktg Group LLC to conduct the Motivation Man Mini Triathlon.

Summary: Game on Sports Mktg Group LLC would like to conduct a for-profit event, Motivation Man Mini Triathlon, using Carlin Park and portions of Ocean Cay Park. This event requires a Special Event Rental Agreement. In accordance with Chapter 21, Article II of Palm Beach County Code, all requests for use of reserved park/facility areas for for-profit activities require Board approval. Game On Sports Mktg Group LLC must meet all requirements and pay all fees associated with event coordination at Carlin Park and Ocean Cay Park. The Palm Beach County Sports Commission has endorsed the event via a sponsorship and anticipates an economic impact of \$105,000.00. The Parks and Recreation Department should receive an estimated \$1,869.10 in revenue for use of the County parks and staff coordination of this event. District 1 (AH)

Background and Justification: Chapter 21, Article II of the County Code outlines park utilization regulations and commercial activities allowed within the park system. In accordance with the Code, all permits for for-profit events must be approved by the Board. Game on Sports Mktg Group LLC desires use of Carlin Park and Ocean Cay Park for use as event location and event parking. The event will take place on Saturday, October 19, 2013. Game on Sports Mktg Group LLC shall meet all permits requirements and pay all fees associated with event coordination. The Special Event Rental Agreement requires the compliance with rules and regulations of multiple regulatory agencies and municipalities. The Parks and Recreation Department will utilize the agreement process to minimize event impacts and to ensure a successful event for the benefit of County residents.

Attachment: Special Event Rental Agreement

Recommended by: 
Department Director

8/20/2013
Date

Approved by: 
Assistant County Administrator

8/27/13
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>-0-</u>	<u>611</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>(1,869)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>*(1,258)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	<u>0</u>	_____	_____	_____

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

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

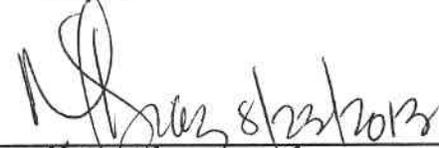
Renter	Estimated Revenue	Estimated Expense
Game On Sports Mktg Group LLC	\$1,869	\$611
Totals	\$1,869	\$611

* Estimated net fiscal impact for the event is \$1,258. Actual revenue and operating costs will be determined at contract settlement following the event.

C. Departmental Fiscal Review: 

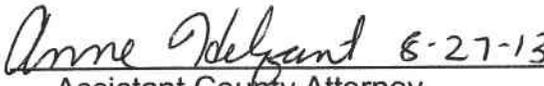
III. REVIEW COMMENTS

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


 OFMB KU 8/22 AK 8/22/13


 Contract Development and Control
 8-26-13

B. Legal Sufficiency:

 8-27-13
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**Special Event RENTAL AGREEMENT
FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

THIS SPECIAL EVENT RENTAL AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on _____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and GAME ON SPORTS MKTG GROUP LLC, a Florida Limited Liability Company, authorized to conduct business in the State of Florida, hereinafter referred to as "RENTER".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," owns and operates Carlin Park and Ocean Cay Park; and

WHEREAS, COUNTY seeks to supplement the cost to improve and maintain said Parks by providing qualified entities the opportunity to conduct organized special events in exchange for the payment of rent; and

WHEREAS, such Parks use is a privilege granted to RENTER and governed by COUNTY pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and RENTER hereby agree to the following terms and conditions:

1. **Term:** This Agreement is effective October 17, 2013, at 1:00 PM, the date and time RENTER enters the Park property, and will terminate October 19, 2013, at 3:00 PM, the date and time RENTER is to complete vacating the Parks property.

The number of days the Term of this Agreement is effective includes, without proration, any partial day's use and occupancy of the Parks.

Except as provided for herein, the Term of this Agreement is not subject to extension or renewal.

2. **Parks:** The Parks available for use by RENTER are Carlin Park and Ocean Cay Park, hereinafter referred to as "Parks", together with certain equipment, improvements, and appurtenances thereto all as more particularly described on the Rental Selection Form, attached hereto as **Exhibit "A"**.

3. **Use:** The purpose for which RENTER is granted use of the Parks is specifically limited to the production and conduct of a certain event promoted as: Motivation Man Mini Triathlon. The scope and detail of the event is more particularly described on the Rental Scope and Detail, attached hereto as **Exhibit "B"**.

The Rental Scope and Detail and all aspects of the Parks rental including, but not limited to, promotional, marketing and merchandising materials, event program, entertainment, equipment and services remain under the purview of the COUNTY and may not be changed in any way without COUNTY's prior approval.

4. **Rental Fees and Charges:**

- a. Parks Rental \$ 1,869.10 One Thousand Eight hundred Sixty Nine Dollars Ten cents, to be paid by 4:00 PM August 15th, 2013 is credited to the Rental Settlement, attached hereto as **Exhibit "C"**.

In the event the Parks are not vacated by the termination date and time specified above, and/or the Parks is not returned to a condition satisfactory to the Department, an additional daily rental fee will be added to the Rental Settlement balance for each day or portion thereof RENTER is holdover and/or fails to return the Parks to a condition satisfactory to the Department.

- c. **Use and Service Charges:** Charges for use of equipment, staff overtime, and support services such as law enforcement, technical staff and skilled maintenance, the amount of which is applied to the Rental Settlement balance.
- d. **Damage Deposit:** In addition to the rental, fees and charges referenced above, the Department requires RENTER to submit a damage deposit. RENTER will remit payment of the (\$1,000.00) One Thousand Dollars deposit by 4:00 PM August 15th, 2013. The deposit may be fully or partially retained as compensation for damages or cost of clean-up. Following the Special Event rental the Department will assess the condition of the Parks, its equipment, improvements, appurtenances, and associated premises. For purposes of this Agreement, "associated premises" are those areas which the use of is included in the Special Event rental and therefore not subject to a separate rental charge. In the event damages are discovered and/or further clean-up is necessary, the cost to repair such damages and/or the cost of further clean-up exceeds the amount of the damage deposit, RENTER will immediately remit the difference. Provided the Parks is returned in a condition satisfactory to the Department, the deposit will be refunded within forty-five (45) days following the date of the Parks rental.

In consideration of the fact that rental, fees, and charges are calculated as of the date of the Special Event rental and that all rental, fees, and charges are subject to adjustment, the amount of rental, fees, and charges assessed at the time the Rental Settlement balance is calculated may differ from those in effect as of the date of this Agreement.

5. **Termination:** In addition to the cancellation rights provided in Article 8 below, COUNTY reserves the right to terminate this Agreement at anytime without cause effective upon delivery of written notice of termination to RENTER. In such event, COUNTY will not be held liable for any lost profits or damages resulting from such termination. Though such termination may be effective immediately, the Department will not unreasonably

limit the time necessary for RENTER to vacate the Parks premises. Additionally, in the event of such termination, RENTER's Booking Deposit will be refunded within forty-five (45) days following the date of termination together with any other fees and charges paid by RENTER.

6. **Performance:**

a. RENTER agrees to:

1. **use** the Parks solely for the purpose for which this Agreement is entered into;
2. **accept** the Parks and all equipment and improvements related to the rental in the condition existing as of the date of this Agreement;
3. **waive** any and all claims for compensation for any and all losses or damages sustained due to failure or malfunction of the Parks water or electrical power supplies;
4. **adhere** to the directives of the Department's representatives including, but not limited to, proper use and handling of COUNTY owned equipment, assignment of designated parking areas, locations for offloading and staging production equipment, and acceptable noise levels;
5. **prohibit** any activity on the Parks premises that may be considered contrary to community standards of appropriateness;
6. **assure** that all persons under RENTER's control conduct themselves in a socially acceptable manner;
7. **obtain** the Department's written approval prior to the use of any type of pyrotechnics;
8. **obtain** the Department's written approval prior to operating any engine, motor or machinery or using any flammable agents, including but not limited to oils, camphene, kerosene, naphtha, or gasoline;
9. **assume** all responsibility for event promotions and ticket sales, all of which is subject to the review and approval of COUNTY including attendance tracking, ticket accounting and financial reporting;
10. **limit** event attendance to the capacity specified by the Department, the final decision regarding all issues related to ticketing, attendance and capacity will be made by the Department's designated representative for the event;
11. **assume** full responsibility for obtaining all licenses and permits required by Copyright Regulations of Title 17 of the United States Code, and to indemnify COUNTY and its agents for any expenses incurred as a result of RENTER's failure to obtain such licenses or permits, including, but not limited to, fines or damages collected against 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 such regulations;
12. **identify**, as part of Rental Scope and Detail, attached hereto as **Exhibit "B-1"**, any and all required specialty certifications, licenses and / or memberships applicable to the event;

13. **deliver** to the Department, no later than forty-eight (48) hours prior to the Special Event, a copy of those certain specialty certifications, licenses and / or memberships referenced above, all of which will be retained by the Department;
14. **acknowledge** that failure to deliver the required documentation referenced above may result in immediate termination of this Agreement which includes forfeiture of the rental Fee and a demand for payment of all administrative costs incurred by COUNTY in association with this Agreement;
15. **remove** all equipment and materials owned by RENTER and subcontractors no later than the termination date and time specified in Article 1 above;
16. **return** the Parks and all equipment and improvements related to the rental to the condition existing as of the effective date and time specified in Article 1 above;
17. **hold** COUNTY harmless for the sale or disposal of any equipment and materials considered to be abandoned due to RENTER's failure to remove same from the Parks premises by the specified termination date and time and pay the cost of such removal and disposal upon receipt of COUNTY's invoice; and
18. **comply** with all Special Event rules and regulations and adhere to all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation, and Department standard operating procedures as all such laws, regulations, ordinances, and procedures apply to RENTER's use of the Parks.

b. COUNTY agrees to:

1. **deliver** the Parks and associated premises in a safe, clean, and orderly condition;
 2. **assign** sufficient staff to provide logistical support and oversee all aspects of the rental including authority to make final decisions and issue directives on behalf of COUNTY;
 3. **provide** equipment and support services including law enforcement, technical staff and skilled maintenance as specified on the Rental Scope and Detail, attached hereto as **Exhibit "B"**, and agreed to in advance by the Department;
 4. **retain** control of the Parks and all operations conducted on the Parks premises including enforcement of all laws, rules and regulations pertaining to the safety and wellbeing of the public; and
 5. **collect** and dispose of any and all items either discarded or lost by patrons or others at an Special Event, without interference by RENTER or any person working for or on behalf of RENTER, the disposition of which may include retaining such items at a lost-and-found location.
7. **Postponement or Cancellation of Event:** In the event emergency conditions arise which may affect public safety, RENTER's use of the Parks may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general

emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel RENTER's use of the Parks and will endeavor to provide RENTER at least four (4) hours notice of such postponement or cancellation prior to the event's start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the event performance.

In the event COUNTY cancels RENTER's use of the Parks due to any public safety concern, the Term of this Agreement will be extended upon the same terms and conditions provided that within five (5) business days following such cancellation, COUNTY and RENTER agree upon a rescheduled event date. Such Term extension will be effective upon COUNTY's delivery to RENTER of a written notice specifying the agreed upon rescheduled event date and detailing the circumstances leading to the Term extension.

8. **Cancellation for Cause:** The occurrence of any one or more of the following acts constitutes a material default and breach of this Agreement by RENTER and will result in cancellation of RENTER's use of the Parks:

- RENTER elects to cancel the event rather than accept the delayed start time ordered by COUNTY due to a public safety concern;
- RENTER fails to agree upon a rescheduled event date within five (5) business days following COUNTY's cancellation of the event due to a public safety concern;
- RENTER cancels use of the Parks due to illness;
- RENTER misrepresents its intended use of the Parks including acting as a broker or agent by attempting to re-let the Parks;
- RENTER's use of the Parks expands beyond the scope and purpose for which this Agreement is entered into;
- RENTER provided materially false information relating to this Agreement;
- Any person under the control of RENTER, including subcontractors, is responsible for purposely damaging the Amphitheater or any COUNTY owned equipment; or
- Any person under the control of RENTER, including subcontractors, is guilty of gross misconduct or unlawful behavior while on the Parks premises.

Termination of this Agreement due to any such material default or breach requires RENTER to pay any and all COUNTY expenses associated with RENTER's use of the Parks together with all fees and charges due and owed the same as if RENTER's use of the Parks had not been cancelled and the event occurred as scheduled. COUNTY will not be held liable for any lost profits or damages resulting from any such cancellation. RENTER's Rental Fee will be applied to the expenses, fees and charges owed to COUNTY and any remaining balance owed is due and payable upon RENTER's receipt of COUNTY's invoice.

9. **Photography / Recording:** Except for event performances and materials covered by copyright laws, licensing fees or other legal regulations, COUNTY may photograph and/or record audio and video during any Amphitheater event. Such photos and recordings may be used by COUNTY for promotional and informational purposes only. RENTER agrees to provide assistance as needed to accommodate such photography and recording. RENTER is responsible for being aware of and advising COUNTY of any copyright infringements or other legal limitations that may apply to photographing and/or recording during the event.

10. **Relationship of the Parties:** RENTER is an independent contractor and operator responsible for its acts and omissions, for which COUNTY cannot be held liable.

This Agreement does not constitute an endorsement or sponsorship by COUNTY of RENTER or of RENTER's use of the Parks. Though COUNTY may issue press releases and publish announcements regarding RENTER's use of the Parks, including postings on COUNTY websites and social media sites, such announcements are intended solely for the purpose of raising public awareness of the Parks and are not to be misrepresented as a form of endorsement or sponsorship by COUNTY.

RENTER may not use the name or logo of the COUNTY, the Department or Parks in a manner that suggests a relationship other than owner and renter. Any use of the COUNTY, Department or other logos is subject to approval by the COUNTY.

11. **Taxes:** RENTER assumes sole responsibility for the payment of any and all federal, state, and local taxes as may be applicable to RENTER's use of the Parks and its business operations thereon. Additionally, RENTER is not eligible to benefit from the COUNTY's tax exempt status.

12. **Subcontracting:** Those employed by any entity performing any work or service on behalf of RENTER at the Parks is considered to be a subcontractor for whom RENTER is responsible. Any agreement between RENTER and a subcontracting entity will be provided to the Department upon request.

13. **No Assignment or Brokerage:** RENTER may not assign any rights, responsibilities, or obligations under this Agreement nor act as an agent or broker for the renting of the Parks. Any attempt to re-let the Parks is a material breach of this Agreement and cause for immediate termination.

14. **Department Representative:** The Department's authorized representative for this Agreement is:

Name: Andrew Holzinger Phone Number: 561-966-7047

15. **Insurance Requirements:** It is the responsibility of RENTER to provide proof of the required insurance coverages specified on Insurance Requirements, attached hereto as **Exhibit "D"**.

Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement.

16. **Indemnification:** RENTER agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees and costs at trial and appellate levels, and causes of action of every kind and character arising out of this Agreement or RENTER's use and occupancy of the Parks. Such causes of action include, without limitation, those arising by reason of; (i) any damage to property or the environment, (ii) bodily injury, including death, incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whosoever, (iii) the condition of the Parks existing at the effective date of this Agreement, (iv) RENTER's acts, omissions or operations hereunder, (v) the performance, non-performance or purported performance of RENTER, or (vi) any breach of the terms of this Agreement. The obligations arising under this provision will survive the expiration or termination of this Agreement.
17. **Damage or Destruction of Parks:** RENTER hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the Parks by or with the actual or constructive consent of any person acting for or on behalf of RENTER. If the Parks, or any part thereof, during the Term of this Agreement, is damaged by the act, default, or negligence of RENTER, or of RENTER's members, agents, employees, officers, representatives, guests, invitees, contractors, or any person whomsoever, RENTER is to immediately restore the Parks, at its sole cost and expense, to the condition existing prior to such damage as determined by COUNTY. If RENTER fails to restore the Parks in the timely manner prescribed by COUNTY, such restoration will be completed by COUNTY and RENTER assumes responsibility for payment of all such costs, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, constitutes additional rent which is due and payable upon receipt of invoice. Additionally, RENTER is prohibited from defacing the Parks in any way including using nails, hooks, tacks, screws or any other faceting device. RENTER is also prohibited from painting any areas of the Parks or painting any items including personal property anywhere on the Parks premises. No signs, advertisements, show-bills, lithographs, posters, placards or any other such items are to be posted or otherwise displayed anywhere on the Parks premises without the express consent of the Department's authorized representative. Any such unapproved items will be immediately removed at the sole cost and expense of RENTER.
18. **Termination Upon Destruction or other Casualty:** In the event the Parks or any part thereof is destroyed or damaged in whole or part by fire, water, or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement impossible, as determined by COUNTY in its sole discretion, this Agreement will terminate effective upon notice to RENTER and RENTER agrees to not hold COUNTY liable for any claim for damages or compensation should this Agreement be so terminated.
19. **COUNTY Not Liable:** COUNTY will not be responsible or liable to RENTER for any claims for compensation or any losses, damages or injury sustained by RENTER resulting from failure of any water supply, electrical current, sewerage or drainage facility, or caused by natural physical conditions of the Parks premises, whether on the surface or underground, including displacement of materials by fire, water, windstorm,

tornado, hurricane, act of God or any cause beyond the control of COUNTY. All personal property placed on or moved onto the Parks premises will be done so at the sole risk of RENTER or owner thereof and RENTER expressly acknowledges and agrees that COUNTY will not be liable for any damage to or loss of such personal property.

20. **Notices:** All notices required by this Agreement are to be hand delivered or sent by certified mail, return receipt requested to:

COUNTY:

Palm Beach County Parks and Recreation Department
Attn: Andrew Holzinger
2700 6th Avenue South
Lake Worth, Florida 33461

RENTER:

Game On Sports Mktg Group LLC
Attn: Steven Tebon
4010 Oak Circle Drive
Boca Raton, FL 33431

21. **Remedies:** This Agreement is governed by the laws of the State of Florida. To the extent allowed by law, the venue for any action arising from this Agreement will be in Palm Beach County, Florida. Nothing herein is to be construed as creating any personal liability on the part of any officer or agent of COUNTY, or construed as giving any rights or benefits hereunder to anyone other than COUNTY and RENTER.
22. **Annual Appropriations:** The fulfillment of this Agreement and all obligations of COUNTY hereunder are subject to and contingent upon annual budgetary appropriations by the Board of County Commissioners.
23. **Arrears:** RENTER is not to pledge or attempt to pledge COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. RENTER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
24. **Authorization:** This Agreement is executed by an individual legally authorized to fully bind RENTER to all terms and conditions of this Agreement.
25. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

26. **Severability:** In the event any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected, and every other term and provision of this Agreement will be deemed valid and enforceable to the extent permitted by law.
27. **Access and Audits:** In the event that any part of the payment due and owed to COUNTY is calculated as a portion or percentage of ticket sales, gate admissions, vehicle parking or any other attendance information, RENTER will maintain the necessary records sufficient to adequately substantiate all such calculations for three (3) years following completion or termination of this Agreement and agrees to produce such records for audit immediately upon receipt of COUNTY's notice.
28. **Office of the Inspector General:** 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 RENTER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.
- Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
29. **Waiver:** The failure of COUNTY to insist upon strict performance of any of the agreements, terms, covenants or conditions of this Agreement, does not constitute a waiver of any rights or remedies that COUNTY may have for any subsequent breach, default, or non-performance, and COUNTY's right to insist on strict performance of this Agreement will not be affected by any previous waiver of course or dealing.
30. **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.
31. **Regulation: Licensing Requirements:** RENTER agrees to comply with all laws, ordinances and regulations applicable to its use and rental of the Parks premises. RENTER is presumed to be familiar with all applicable federal, state, and local laws, ordinances, codes and regulations.
32. **Entirety of Agreement:** COUNTY and 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.

EXHIBIT "A" Special Event

RENTAL AGREEMENT

Carlin Park

400 S. S.R. A1A, Jupiter, Florida 33477

Ocean Cay Park

2188 Marcinski Road, Jupiter, Florida 33477

NOTE: The above described Parks are identified for informational purposes only

EXHIBIT "B" Special Event

RENTAL AGREEMENT

Rental Scope & Detail

Event Name: Motivation Man Mini Triathlon

Rental to include:

X	Start / Finish Area	X	Roselle & Perry Como Pavilion
X	Swim Course	X	Anita Lanker Pavilion
X	Transition Area	X	Carlin Beach Pavilion
X	Run Course Partial	X	Gumbo Limbo Pavilion
X	Bike Course Partial	X	Sea Oats Pavilion

Event scope and detail: This special event is a triathlon. The Motivational Man Triathlon is set on a shorter course than a traditional triathlon with the three athletic components shortened in distance. Carlin Park is to serve as the start, finish and transition area as well as the location for the swim portion. The attached map shows the events areas designated by color.

Purple Box: Start and transition area

Purple Line: Swim course

Magenta Line: Run course

Green Line: Bike course

Green Box: Finish line area

Spectators are expected along the full course on S.R. A1A. To accommodate parking for spectators, the pavilions at Ocean Cay Park and Carlin Park are being rented by Game On Sports Mktg group LLC. Palm Beach County Parks and Recreation Department lifeguards will provide lifeguard coverage for the swim portion of the event. Lifeguards may cancel or alter swim course if deemed necessary. The swim course must not exceed 1/3 of a mile, must have it's first buoy 50 feet from shore, with the course east of the sand bar.

Event Schedule:

Thursday, October 17 – set up in Carlin parking lot, 20 designated parking spaces from 1:00p.m. – Sunset.

Friday, October 18 – set up in Carlin Park parking lot, 20 designated parking spaces and adjoining grassy area from sunrise – sunset.

Saturday, October 19 – Race day, Carlin Park 5:00a.m. – 3:00p.m. –A1A will be closed for the race from 6:30a.m. – 9:00a.m. Carlin Park will reopen to the general public at 9:00a.m. Ocean Cay Park will be utilized for parking, but will remain open to public access as well.

NOTE: COUNTY reserves the right to refuse any Parks rental request that may be deemed contrary to community standards of appropriateness. Such decision is final and without liability for any costs.





EXHIBIT "B-1"

(1 of 2)

Special Event RENTAL AGREEMENT

Rental Scope & Detail

Specialty Certificates, Licenses, and Memberships:

Identify certificates, licenses, and memberships required pursuant to provision 6.a.12. of the Amphitheater Rental Agreement. Submit such documents with this *Rental Scope & Detail* or indicate the date such documents will be delivered to the Department:

None

Amenities, Services & Equipment:

Procured By Renter:

NA Liquor	<input checked="" type="checkbox"/>	Volunteers
<input checked="" type="checkbox"/> Food and Beverages	<input checked="" type="checkbox"/>	Signs / Banners
<input checked="" type="checkbox"/> Vendor Merchandise	NA	Barbeques / Grills
<input checked="" type="checkbox"/> Event Staff	<input checked="" type="checkbox"/>	3 additional buoys
NA Stage Security Detail	<input checked="" type="checkbox"/>	Placement of additional buoys

Procured By:

Paid By:

<u>N/A</u>	<u>County</u>	<u>Renter</u>		<u>County *</u>	<u>Renter</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Approved Cleaning Service	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PBSO	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Law Enforcement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PA System	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FOH Tent or Scaffolding	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT "B-1"

(2 of 2)

Services & Equipment - continued:

Procured By:

Paid By:

N/A	County	Renter		County *	Renter
X	<input type="checkbox"/>	<input type="checkbox"/>	Dumpster	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	X	Cleaning Crew	<input type="checkbox"/>	X
<input type="checkbox"/>	<input type="checkbox"/>	X	Tents	<input type="checkbox"/>	X
<input type="checkbox"/>	<input type="checkbox"/>	X	Tables	<input type="checkbox"/>	X
<input type="checkbox"/>	<input type="checkbox"/>	X	Chairs	<input type="checkbox"/>	X
<input type="checkbox"/>	<input type="checkbox"/>	X	Port-o-lets (2)	<input type="checkbox"/>	X
X	<input type="checkbox"/>	<input type="checkbox"/>	Fireworks / Pyrotechnics †	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	X	<input type="checkbox"/>	Lifeguards	<input type="checkbox"/>	X
<input type="checkbox"/>	<input type="checkbox"/>	X	Marking of Turtle Nests	<input type="checkbox"/>	X

: All costs associated with the County's procurement of amenities, services and equipment will be included on the Rental Settlement (**Exhibit "C"**) and paid by Renter at the time all other fees and charges and due and payable.

In addition to such costs, the County reserves the right to assess a twenty-five percent (25%) administrative overhead fee to the procurement costs of such amenities, services and equipment. In such event, Renter will be notified of such assessment prior to the County's procurement.

†

: Requests to include fireworks or any other form of pyrotechnics display will be considered on a case-by-case basis. Any such displays require the approval and presence of the Fire Rescue Department having municipal jurisdiction over the Parks. Additional insurance coverages as well as charges for the presence of Fire Rescue equipment and personnel will apply.

EXHIBIT "C" Special Events

RENTAL AGREEMENT

Fees

DESCRIPTION	AMOUNT
Impact Fee	\$ 400.00
Pavilion Rentals	\$ 775.00
Lifeguard / Wages Overtime	\$ 611.00
Sales Tax	\$ 83.16
Balance Due	\$ 1,869.10

Damage Deposit: \$ \$1,000.00
0001 - 2200 - AMSD

Date Received: _____

Palm Beach County
Parks and Recreation Department:

By:  Date: 8/6/2013
Authorized Representative / Special Events Coordinator

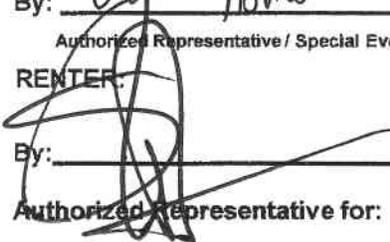
RENTER:
By:  Date: 8/1/2013
Authorized Representative for:
GAME ON SPORTS MKTG GROUP LLC

EXHIBIT "D"

(1 of 2)

Special Events Rental Agreement Insurance Requirements

Unless waived in whole or in part by the Department and COUNTY's Risk Management Department, RENTER will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by RENTER, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by RENTER under the Agreement. RENTER agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

Commercial General Liability: RENTER is to maintain Commercial General Liability including participant liability coverage at a limit of liability not less than one million dollars (**\$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 is to be provided on a primary basis.

Business or Personal Automobile Liability: RENTER is to maintain Business or Personal Auto Liability at a limit of liability not less than five hundred thousand dollars (\$500,000) Each Occurrence for all Owned, Non-Owned, and Hired automobiles. In the event RENTER does not own automobiles, RENTER agrees to maintain coverage for Non-Owned & Hired Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business or Personal Auto Liability policy. Coverage is to be provided on a primary basis.

Notwithstanding the foregoing, in the event the scope and conduct of RENTER's operations under this Agreement do not involve the operation, ownership or use of any vehicle, this requirement is waived.

Liquor Liability: The sale of alcoholic beverages of any kind requires a liquor license to be obtained and available for inspection by law enforcement during the Special Event rental.

The sale of any alcoholic beverages requires that the Certificate of Insurance include Liquor Liability Coverage with a minimum limit of liability of one million dollars (**\$1,000,000**) each occurrence.

A Special Event rental that does not require attendees to pay an admission fee or other entrance charge including donations and provides alcoholic beverages at no cost to the attendees requires that the Certificate of Insurance include Host Liquor Liability Coverage with a minimum limit of liability of one million dollars (**\$1,000,000**) each occurrence.

Workers' Compensation Insurance & Employer's Liability: RENTER shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440. Coverage is to be provided on a primary basis.

EXHIBIT "D"

(2 of 2)

Additional Insured Clause: Except as to Business or Personal Automobile Liability, Workers' Compensation & Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by this Agreement has been endorsed to include COUNTY as "Additional Insured". As such, said Certificate(s) shall specifically include: "Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents."

Waiver of Subrogation: RENTER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then RENTER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should RENTER enter into such an agreement on a pre-loss basis.

Certificates of Insurance: Prior to execution of the Agreement, RENTER shall deliver to COUNTY Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required by this Agreement have been obtained and are in full force and effect. In addition, RENTER shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein. Such Certificate(s) of Insurance shall include at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Certificates of Insurance are to be sent to:

Palm Beach County Board of County Commissioners
C/O Parks and Recreation Department
Attn: Andrew Holzinger
2700 Sixth Avenue South
Lake Worth, Florida 33461

Umbrella or Excess Liability: If necessary, RENTER may satisfy the minimum liability limits required above for Commercial General Liability, Business or Personal Automobile Liability, and Employer's Liability coverage under an Umbrella or Excess Liability policy. Under the Umbrella or Excess Liability there is no minimum Per Occurrence limit of liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability, Business Automobile liability, or Employer's Liability. COUNTY will be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Review: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right, but not the obligation, to review, modify, reject, or accept any required policies of insurance, including limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the requirements stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

CERTIFICATE OF INSURANCE

DATE: 8/5/2013

CERTIFICATE NUMBER: 20130805158360

AGENCY:

ESIX Entertainment & Sports Insurance eXperts
 5660 New Northside Drive, Suite 640
 Atlanta, GA 30328
 Phone: (678) 324-3300 Fax: (678) 324-3303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Triathlon Steven Tebon
 5825 Delmonico Drive
 Colorado Springs CO 80919-2401

INSURERS AFFORDING COVERAGE:

INSURER A: AXIS Insurance Company (NAIC# 37273)

EVENT INFORMATION:

Motivation Man Mini Jupiter (10/17/2013 - 10/19/2013)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	AXGL05100260-12	12/1/2012 12:01 AM	12/1/2013 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$2,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

The certificate holder is an additional insured, as required by written contract or written agreement, but only for liability arising out of the negligence of the named insured, but only with respect to the USAT sanctioned or approved event specified on this certificate.

CERTIFICATE HOLDER:

Palm Beach County Board Of Count Commissioners C/O Special Events
 Department
 2700 6th Avenue Street
 Lake Worth FL 33461

NOTICE OF 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:



Andrew Holzinger

From: Steven Tebon [stevenjtebon@gmail.com] on behalf of Steven J Tebon [tebon@gameonsportsmarketing.com]
Sent: Tuesday, July 30, 2013 9:38 AM
To: Andrew Holzinger
Cc: nicholas rossi
Subject: Game On Sports Marketing Worker Comp Email

Hello Mr. Andrew! Thanks for staying with us on building year one @ Carlin Park!

Per Nick you requested and email stating that we have less than 3 employees!

Yes that is a correct!

Hope this helps and we look forward to working with you on this great event!

ST

Steven J. Tebon

CEO / Game On Sports Marketing Inc

4010 Oak Circle Drive, Boca Raton, FL 33431

Office: 561.245.7056 Cell: 561.789.3748

Email: tebon@GameOnSportsMarketing.com

GameOnSportsMarketing.com . MotivationMan.com . motivationmanmini.com

