

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 17, 2013

Consent

Regular

Ordinance

Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

AEG Live SE, LLC, A Day to Remember concert, Sunset Cove Amphitheater, for the period October 23, 2013, through October 24, 2013.

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File agenda item. The Amphitheater Rental Agreement has been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 2011-1960, and is now being submitted to the Board to receive and file. This event helped to offer a balanced schedule of events which promote the quality of life in the communities we serve. An estimated 3,800 persons attended the event produced under the Amphitheater Rental Agreement. District 5 (AH)

Background and Justification: This Amphitheater Rental Agreement (Resolution 2011-1960) was adopted by the Board to streamline the process of renting Amphitheater facilities to AEG Live SE, LLC and other AEG Regional Offices. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Amphitheater Rental Agreements not-to-exceed \$25,000, with rental agreements between \$25,000 and \$50,000 requiring the County Administrator's approval and rental agreements over \$50,000 requiring Board approval.

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


Attachment: Amphitheater Rental Agreement

Recommended by:


Department Director

11/18/13
Date

Approved by:


Assistant County Administrator

12-2-13
Date

II. FISCAL IMPACT ANALYSIS

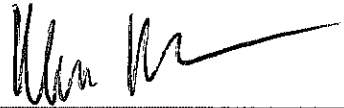
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>4,294</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(16,278)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(11,984)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

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

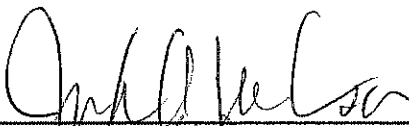
B. Recommended Sources of Funds/Summary of Fiscal Impact:

RENTER	Revenue	Expense
AEG Live SE, LLC	\$16,278	\$4,294
Totals	\$16,278	\$4,294

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 11/27/13
 OFMB *AK*
 11/20 11/27/13

 11/26/13
 Contract Development and Control
 11-26-13 *BW/Red*

B. Legal Sufficiency:

Anne Helgert 11-27-13
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

SPECIAL FACILITIES DIVISION					
ACCOUNT:		VENDOR CODE:		CONTRACT: AEG:	
MC: DP 09.17.13	PS <i>GU</i>	FSS:	CC: <i>S</i>	CA:	DD: <i>S</i>

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

This Agreement is made as of the 21ST day of OCTOBER, 20 13, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and AEG Live SE, LLC, hereinafter referred to as "Renter", whose address is 1800 Australian Ave. So., Suite 201, West Palm Beach, Florida 33409.

WITNESSETH:

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

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

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

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

WHEREAS, both parties desire to enter into this Agreement.

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

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Term: The Renter shall commence Facility rental on **Wednesday, October 23, 2013 at 7:00 AM** and shall complete all services by **Thursday, October 24, 2013 at 2:00 AM** at for the purpose of a "**A Day to Remember**" Concert, as more particularly described in **Exhibit "B"**, attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the County.

Payments To County: Renter shall pay County a rental deposit, detailed in **Exhibit "C"** attached hereto and incorporated herein by reference, in the amount of **Three Thousand Five Hundred Dollars (\$3500.00)** for rental of the Facility which shall be utilized as described above. Renter shall also pay a rental fee to County of **(Three Thousand and Five Hundred Dollars or Ten Percent (\$3500.00), or (10%) of the adjusted gross ticket sales to a maximum cap of Twelve Thousand Dollars (\$12,000.00), whichever is greater** as outlined in **Exhibit "C"**. The total rental fee and any costs incurred by the County on behalf of the Renter, less any rental deposit outlined in **Exhibit "C"** shall be due at settlement following the event and determined using a Rental Settlement Form as detailed in **Exhibit "D"**, attached hereto and incorporated herein by reference.

Renter shall also pay a refundable damage deposit detailed in **Exhibit "C"** in the amount of **Five Hundred Dollars (\$500.00)** to be refunded within 15 days of County determining the Facility was returned to County undamaged, and in the same condition prior to Renter's use of the facility.

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

equipment, materials, and technicians, as outlined in **Exhibit "C"**. The Renter understands and agrees that the County will not furnish any technicians, equipment, services, materials, etc. unless otherwise provided for in **Exhibit "C"** of this Agreement.

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

4. Renter's Responsibilities:

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

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

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

5. Cancellation and Postponement of Event:

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

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

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

7. Assignment: Renter shall not assign, transfer or otherwise encumber this Agreement or any part thereof, in any manner without the prior written consent of the County, except to a parent or affiliate company under common control. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
8. Representatives: The County's representative for this Agreement is **Andrew Holzinger** telephone no. **561-966-7047**. The Renter's representative for this Agreement is **John Valentino**, telephone no. **561-681-5600**
9. Damages: If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, contractors, guests or any persons admitted into the Facility by Renter, Renter shall pay to the County such sum as shall be necessary to restore said damaged Facility to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all Renter's employees admitted into the Facility by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter, and the Renter agrees to have on hand at all times, at its own expense, such security forces as outlined in **Exhibit "A"**.

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

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

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

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

- A. Commercial General Liability with limits of at least \$5,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis;
- B. If alcoholic beverages (including beer, wine and spirits) are for sale at the event the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of \$1,000,000 each occurrence. A liquor license is required;
- C. If no admission fee or similar fee is charged at the event and alcoholic beverages are served at no charge, the Certificate of Insurance must state that Host Liquor Liability Coverage has been secured with a minimum of liability of \$1,000,000 each occurrence;
- D. Insurers with a minimum AM Best rating of B+VIII and authorized to write insurance in the State of Florida is required.

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

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

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

and if sent to the Renter shall be mailed to:

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

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

RENTER'S Phone No: 561-681-5600

13. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Renter.
14. Authorization: Any individual executing this Agreement on behalf of Renter warrants he or she has full legal authority to do so, and his/her execution shall bind the Renter, its employees, agents and subcontractors to the terms and conditions herein.
15. 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.
16. Arrears: The Renter shall not pledge the County's credit or make it a guarantor of payment or surety for

any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Renter further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Renter certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
18. 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
19. Entirety of Contractual Agreement: The County and the Renter agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
20. 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.
21. 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.
22. 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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

PALM BEACH COUNTY WITNESS

Am. Hon
SIGNATURE

ANDREW HOLZNER
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[Signature]
Department Director/Assistant Director
Agreement value up to \$25,000

County Administrator
(Agreement value from \$25,001 to \$50,000)

Mayor, Board of County Commissioners
(Agreement value exceeds \$50,000)

RENTOR WITNESS:

[Signature]
SIGNATURE

Carrie Swett
NAME (TYPE OR PRINT)

AEG LIVE SE, LLC (or Alternative Division Office)

[Signature]
Signature

John Valentis
Typed Name

Sr. UP
Title

Approved as to Form and
Legal Sufficiency

By: *Anne Helgert*
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*
Director, Parks and Recreation

Exhibit A

Sunset Cove Amphitheater - Full facility.

Critical Services Provided by Renter:

- Event Gate Security
- Event Parking Staff
- Palm Beach County Sherriff's Office Extra Duty Officers
- EMS Personnel

Exhibit B

Host Organization: AEG Live SE, LLC.
Event to Benefit: AEG Live SE, LLC.
Event Location: Sunset Cove Amphitheater, South County Regional Park, Boca Raton
Description of Event: "A Day to Remember" concert
Event Date: Wednesday, October 23, 2013
Time: 6:00 pm

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

Amenities to be Brought to Venue by Renter:
Backline, monitors, microphones, stands, cables, spot lights, platforms, sound & light production and staff, riggers, trusses, event gate security staff, event parking staff, ticket takers, ushers, talent, VIP tents, tables and chairs, vendors, freezers, generators, BBQ's, oil fryers, ice machines, stage decorations, banners, hospitality riders, PBSO duty officers, EMS personnel, amphitheater approved cleaning company ,

Detailed Event Description (purpose, entertainment, merchandising, etc...):
This event will provide economic enhancement to the community as well as to provide a wholesome, recreational and cultural experience while motivating the mind, body and soul with musical entertainment. Assorted merchandise and food/beverages will be for sale. Estimated attendance is **4,000.**

Exhibit C

Sunset Cove Amphitheater

Rental Deposit Fee	\$3,500.00
Amphitheater Rental Fee	\$3,500.00 or 10% of the Adjusted Gross Ticket Sales (total sales net of taxes) to a maximum cap of \$12,000.00 whichever is greater plus tax, for events with a paid attendance of 3,501 or more.
Vendor fees	\$100.00 flat fee per food station \$175.00 flat fee per alcohol station \$75.00 flat fee per merchandise station
Parking fees	\$1.50 per (paid) vehicle parked
County Electrician Fee	\$46.00 per hour
County Sound Technician Fee	\$450.00 flat fee

Security Deposit: Renter has paid a security deposit of \$500.00 which will be returned within 15 days of the event provided the facility is returned to the County undamaged.

County will arrange and provide at its sole expense: temporary parking lights (based on ticket sales), one (1) County MOT worker with a Gator (motorized vehicle), one (1) Dumpster, port-o-lets (for crowds estimated to be larger than 3,500)

EXHIBIT "D"

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

Sunset Cove Amphitheater

4725-00	Facility Rental Fee*	
Description:	\$3,000 min. or 10% of adjusted gross ticket sales, not to exceed \$12,000.00 (.10 x \$)	
4725-14	Parks Parking Fees/Sunset Cove*	
	\$1 per paid vehicle parked/ (.943 ea. net of taxes*)	
4729-24	P&R Other Fees** - Food & Bev & Alcohol	
Description:	() Food and beverage vendors @ \$75 per vendor, () Alcohol vendors @ \$100 per vendor,	
4729-25	P&R Other Fees* - Amph Souvenirs/Other Event Products	
Description:	(1) Merchandise vendors @ \$25 per vendor	
4729-09	P&R Other Fees-Outside Cleaning*	
Description:	Paid Direct By Promoter	\$ -
5221-4729-14	Parks/P&R Other/Wages O.T. *	
Description:	Electrician \$184.00	
2170-00	Sales Tax (.06%)	\$ -

* Taxable Items Subtotal \$ -
 ** Non-Taxable Items
 0001-2230-AMAD Rental Deposit Less _____
 Paid on ___ / ___ / ___ Amount Due \$ -

 Facility Manager

 Renter

Date:

Exhibit E

Pyrotex Special Effects Inc. must carry a permit issued by Palm Beach County Fire Rescue for the pyrotechnics component of this concert. All conditions and regulations of the permit must be adhered to.

Commercial General Liability with limits of at least \$5,000,000 each occurrence. Commercial General Liability must name Palm Beach County Board of County Commissioners as Additionally Insured.

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
TELEPHONE: (205) 854-5806

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
FAX: (205) 854-5899

CERTIFICATE OF INSURANCE

NO. 390037

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000016949-02

NAMED INSURED Pyrotek Special Effects (Memphis), Inc. Pyrotek Special Effects, Inc.
4347 W. Sunset Road 7676 Woodbine Ave., Suite 7 & 8
Las Vegas, Nevada 89118 Markham, Ontario L3R 2N2
Canada

POLICY TERM October 1, 2013 to October 1, 2014; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: Occurrence Basis Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$6,000,000 general aggregate, \$5,000,000 products/completed operations aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

RESTRICTION This policy applies only to displays which comprise solely Class "C" Fireworks (Explosives Classification 1.4),
pyrotechnics special effects (including indoor pyrotechnics), propane, open flame effects, lasers and other non-pyrotechnic special effects. Excluding the use of Class "B" fireworks (Explosives Classification 1.3).

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured does not include coverage for any bodily injury or property damage arising from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME(S) OF
ADDITIONAL INSURED(S)**

Palm Beach County & AEG Live Southeast

DISPLAY LOCATION Sunset Cove Amphitheatre
12551 Glades Rd
Boca Raton, FL

DISPLAY DATE(S) Pyrotechnics for A Day to Remember 10/23/2013 **CONTRACT PRICE** \$

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

September 27th, 2013

DATE OF ISSUE

DRAYTON INSURANCE BROKERS, INC.


A.J. STRINGER, PRESIDENT

FLAME EFFECT BEFORE A PROXIMATE AUDIENCE PERMIT APPLICATION



Palm Beach County Fire Rescue
405 Pike Road, West Palm Beach, Florida 33411
(561) 616-7030

Permit issued to: Insured: Pyrotek Special Effects, Inc
Lead Effect Operator: Keith Maxwell

Location of Effect: Sunset Cove Amphitheatre
12551 Glades Road, Boca Road, FL 33498

Date & Time of Effect: October 23, 2013 - 7:00 PM - 11:00 PM

Permits for flame effects shall be governed by the conditions of National Fire Protection Association Pamphlet No.160 as adopted, and in Sections 1-3 of this permit:

1. Any fair, association, amusement park, other organization, individual or group of individuals shall apply to the Fire Marshal of the County Fire-Rescue Department for a permit for the flame effect at least fifteen (15) days in advance of the date of the display. The application shall contain the following information:
 - A. The exact location of the flame effect; and
 - B. The flame effect classification; and
 - C. The name(s) and qualifications of the person(s), individual(s), organization(s) or group(s) performing the effect; and
 - D. Liability insurance policy in an amount specified by the fire marshal in a minimum amount of \$1,000,000.00 (one million dollars) in which Palm Beach County is named as a co-insured; and
 - E. A non-refundable fee of \$XXX (XXX); and
 - F. If the location of the flame effect is in a Public Park operated and maintained by Palm Beach County, a copy of the resolution or other authorization of the Board of County Commissioners of Palm Beach County authorizing said display.
 - G. A current material safety data sheet (MSDS) for the materials (fuels) consumed in the flame effect; and
 - H. Documentation that the combustible materials used for construction of the flame effects have been rendered flame retardant.

2. A site plan showing the following:
 - A. A narrative description of the flame effect
 - B. The location of flame effect devices to be fired and their control and control sequence
 - C. The area affected by the flame effect device
 - D. The location of the audience
 - E. The fuels used and their estimated consumption
 - F. Air for combustion and ventilation for indoor effects
 - G. Flammable materials piping
 - H. Storage and holding areas and their capacities
 - I. Supplemental fire protection features
 - J. Emergency response procedures
 - K. Means of egress

This permit applies to Palm Beach County Fire Rescues approval only.

3. The Fire Marshal of the County Fire-Rescue Department or his designee may issue a permit to the applicant upon satisfaction of the conditions stated in sections 1-2. Any permit issued by the authority having jurisdiction shall be subjected to suspension, revocation or denial by the AHJ's determination that conditions exist which make the permitted activity imminently hazardous to life or property such as drought, wind conditions, or any other conditions deemed hazardous. Pursuant to Palm Beach County Fire Code section 1-12.19.4, 2008 edition. A copy of the written permit shall be mailed to the Sheriff of the County.

Issued: Fire Marshal of Palm Beach County
405 Pike Road
West Palm Beach, FL 33411

Date: 10/23/13