

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 7, 2015

☒ 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 non-standard Amphitheater Rental Agreement with Live Nation Worldwide, Inc., for the presentation of an All Time Low concert on April 23, 2015, at Sunset Cove Amphitheater.

Summary: The Parks and Recreation Department (Department) utilizes a standard Amphitheater Rental Agreement which is executed at the Department level. However, non-standard Amphitheater Rental Agreements are sometimes required to satisfy the specific requirement terms of a given renter. Renter, Live Nation Worldwide, Inc., has requested modifications to the approved standard Amphitheater Rental Agreement language. The modifications clarify the responsibilities and expectations of the County and Live Nation Worldwide, Inc., for issues such as damages, personal injury, and indemnification. The non-standard agreement releases Live Nation Worldwide, Inc., from liability to the extent such damage or injury is caused by the County's negligence or willful misconduct, or structural or premise related defects at the amphitheater. District 5 (AH)

Background and Justification: On February 24, 2009, R2009-0335, as amended by R2009-1807 and R2012-1715 and 2014-0166, the Department was authorized by the Board to execute a standard Amphitheater Rental Agreement. The standard Amphitheater Rental Agreement is utilized in most instances for rental of County Amphitheaters and can be executed at the Department level. However, modifications to the approved standard agreement language are necessary to clarify specific terms and conditions with renter, Live Nation Worldwide, Inc., for an upcoming concert event at the Sunset Cove Amphitheater. This non-standard Amphitheater Rental Agreement specifically clarifies the responsibilities and expectations of the County and Live Nation Worldwide, Inc. The non-standard agreement releases Live Nation Worldwide, Inc., from liability to the extent such damage or injury is caused by the County's negligence or willful misconduct, or structural or premise related defects at the amphitheater. This contract also modifies the standard Amphitheater Rental Agreement to prohibit the County from videotaping or otherwise recording the event. Board approval is required to move forward with this non-standard Amphitheater Rental Agreement.

Attachment: Non-standard Amphitheater Rental Agreement

Recommended by: _____


Department Director

3-10-2015
Date

Approved by: _____


Assistant County Administrator

3/17/15
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

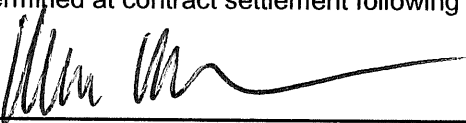
Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>2,794</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(8,807)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</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>*(6,013)</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
Live Nation Worldwide, Inc.	\$8,807	\$2,794


* Estimated net fiscal impact for the event is \$6,013. 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 50
3/12 PA
3/12 50
3/13


Contract Development and Control
3-16-15 B. Jacobson

B. Legal Sufficiency:

Anne Delmont 3-18-15
Assistant County Attorney

C. Other Department Review:

Department Director

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

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

THIS AMPHITHEATER 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 Live Nation Worldwide, Inc., a Delaware corporation, authorized to conduct business in the State of Florida, hereinafter referred to as "RENTER".

W I T N E S S E T H:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," owns and operates Sunset Cove Amphitheater, Seabreeze Amphitheater, and Canyon Town Center Amphitheater; and

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

WHEREAS, such amphitheater 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 Thursday, April 23, 2015, at 8:00 AM, the date and time RENTER enters the amphitheater property, and will terminate Friday, April 24, 2015, at 2:00 AM, the date and time RENTER is to complete vacating the amphitheater property.

The number of days the Term of this Agreement is effective includes, without proration, any partial day's use and occupancy of the Amphitheater. Except as provided for herein, the Term of this Agreement is not subject to extension or renewal.

2. **Amphitheater:** The amphitheater available for use by RENTER is Sunset Cove Amphitheater, hereinafter referred to as "Amphitheater", 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 Amphitheater is specifically limited to the production and conduct of a certain event promoted as: All Time Low. The scope and detail of the event is more particularly described on the Rental Scope and Detail, attached hereto as **Exhibit "B"**.

Though the Rental Scope and Detail has been approved by COUNTY prior to the signing of this Agreement, all aspects of the operation of the Amphitheater including, but not limited to, equipment and

services remain under the purview of the COUNTY and may not be changed in any way without COUNTY's prior approval, such approval not to be unreasonably withheld or delayed. The foregoing shall not be construed as implying the COUNTY has approval rights over the artist's creative content.

4. **Rental Fees and Charges:**

- a. **Booking Deposit:** \$3,500.00, to be paid at the time the Amphitheater rental date is confirmed, amount is credited to the Rental Settlement, attached hereto as **Exhibit "C"**.
- b. **Amphitheater Rental:** \$3,500.00, the Amphitheater's daily rental fee times the number of days the Term of this Agreement is effective, the amount of which is applied to the Rental Settlement balance and paid immediately following the event.

In the event the Amphitheater is not vacated by the termination date and time specified above, and/or the Amphitheater is not returned to the Department in the same condition as received by RENTER at load-in of the Term, reasonable wear and tear excepted, 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 Amphitheater 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 reserves the right to require RENTER to submit a damage deposit. The decision to require such a deposit may be made at any time during the Term of this Agreement and will be made on a case-by-case basis. In the event such a deposit is required, RENTER will remit payment of the deposit within five (5) business days upon notice from the Department. The deposit may be fully or partially retained as compensation for damages or cost of clean-up. Following the Amphitheater rental the Department will assess the condition of the Amphitheater, 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 amphitheater rental and therefore not subject to a separate rental charge. In the event damages are discovered and/or further clean-up is necessary, the actual and documented cost to repair such damages and/or the cost of further clean-up exceeds the amount of the damage deposit, RENTER will remit the difference. Provided the Amphitheater is returned in the same condition as received by RENTER at load-in of the event, the deposit will be refunded within five (5) business days following the date of the Amphitheater rental. RENTER'S liability for damage of the nature described in this section shall be subject to COUNTY providing RENTER with notice of and an opportunity to inspect same within 48 hours of the event. RENTER shall not be liable for any pre-existing conditions or damage caused by the COUNTY, or its employees, agents or contractors.

In consideration of the fact that Amphitheater rental, fees, and charges are calculated as of the date of the Amphitheater 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. **Intentionally Deleted:**

6. **Performance:**

a. RENTER agrees to:

1. **use** the Amphitheater solely for the purpose for which this Agreement is entered into;
2. **accept** the Amphitheater 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 Amphitheater's water or electrical power supplies, provided, however, that the COUNTY shall be obligated to use diligent efforts to restore such services as soon as reasonably possible
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 Amphitheater premises that may be considered unlawful;
6. **assure** that all of RENTER's employees, agents and contractors 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, 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 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 agree 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 Amphitheater 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 uncured failure to deliver the required documentation referenced above may result in termination of this Agreement which includes forfeiture of the Booking Deposit 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 Amphitheater and all equipment and improvements related to the rental to the same condition existing as of the effective date and time specified in Article 1 above reasonable wear and tear expected;
 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 Amphitheater premises by the specified termination date and time and pay the cost of such removal and disposal upon receipt of COUNTY's invoice, provided, however, that COUNTY shall notify RENTER of any equipment or materials inadvertently left at the Amphitheater by RENTER and provide RENTER with a reasonable opportunity to remove same prior to removal or disposal by COUNTY; and
 18. **comply** with all Amphitheater 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 Amphitheater.
- b. COUNTY agrees to:
1. **deliver** the Amphitheater and associated premises in a safe, clean, and orderly condition and in compliance with all applicable laws, regulations and health and safety and other applicable codes and regulations;
 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 Amphitheater and all operations conducted on the Amphitheater 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 Amphitheater 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 Amphitheater 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 reasonable discretion and in consultation with RENTER and appropriate authorities, if feasible, will determine the necessity to postpone or cancel RENTER's use of the Amphitheater 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 Amphitheater due to any public safety concern, the Term of this Agreement will be extended upon the same terms and conditions provided that within a reasonable period of time 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. RENTER shall not be obligated to agree to a rescheduled event date.

8. **Cancellation for Cause:** The occurrence of any one or more of the following acts, and failure of RENTER to cure same within a reasonable period of time following notice thereof by COUNTY, constitutes a material default and breach of this Agreement by RENTER and will result in cancellation of RENTER's use of the Amphitheater:

- RENTER misrepresents its intended use of the Amphitheater including acting as a broker or agent by attempting to re-let the Amphitheater;
- RENTER's use of the Amphitheater expands beyond the scope and purpose for which this Agreement is entered into;
- RENTER provided materially false information relating to this Agreement;
- Any employee, agent or contractor of RENTER, including subcontractors, is responsible for damaging the Amphitheater or any COUNTY owned equipment; or
- Any employee, agent or contractor of RENTER, including subcontractors, is guilty of gross misconduct or unlawful behavior while on the Amphitheater 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 Amphitheater together with all fees and charges due and owed the same as if RENTER's use of the Amphitheater had not been cancelled and the event occurred as scheduled. Neither party will be held liable for any lost profits or damages resulting from any such cancellation. RENTER's Booking Deposit 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:** Except for event performances and materials covered by copyright laws, licensing fees or other legal regulations, COUNTY may photograph during any Amphitheater event, subject to the prior

written approval of performing artist(s) and/or RENTER. Such photos may be used by COUNTY for promotional and informational purposes only.

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 Amphitheater. Though COUNTY may issue press releases and publish announcements regarding RENTER's use of the Amphitheater with the prior written approval of RENTER, including postings on COUNTY websites and social media sites, such announcements are intended solely for the purpose of raising public awareness of the Amphitheater 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 Amphitheater in a manner that suggests a relationship other than owner and renter. Any use of the COUNTY, Department or Amphitheater 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 Amphitheater 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 Amphitheater is considered to be a subcontractor for whom RENTER is responsible.
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 Amphitheater. Any attempt to re-let the Amphitheater 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 upon full execution of this Agreement or no later than ten (10) days prior to the event, at the COUNTY's discretion.
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 Amphitheater. 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) RENTER's acts, omissions or operations hereunder, (iv) the performance, non-performance or purported performance of RENTER, or (iv) any breach of the terms of this Agreement. The obligations arising under this provision will survive the expiration or termination of this Agreement. Any indemnity, defense or hold harmless provided herein shall not extend to any claims arising from (a) the negligence or willful misconduct of COUNTY, or its employees, agents or contractors or (b) structural or premises-related defects of the Amphitheater.

17. **Damage or Destruction of Amphitheater:** RENTER hereby assumes full responsibility for the character, acts, and conduct of its employees, agents and contractors admitted to the Amphitheater by or with the actual or constructive consent of any person acting for or on behalf of RENTER. If the Amphitheater, 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 reimburse the COUNTY the actual and documented cost and expense required to restore the Amphitheater, to the same condition as received by RENTER at load-in of the Term, reasonable wear and tear excepted. RENTER'S liability for damage of the nature described in this section shall be subject to COUNTY providing RENTER with notice of and an opportunity to inspect same within 48 hours of the event. RENTER shall not be liable for any pre-existing conditions or damage caused by the COUNTY, or its employees, agents or contractors. Additionally, RENTER is prohibited from defacing the Amphitheater in any way including using nails, hooks, tacks, screws or any other fastening device. RENTER is also prohibited from painting any areas of the Amphitheater or painting any items including personal property anywhere on the Amphitheater premises. No signs, advertisements, show-bills, lithographs, posters, placards or any other such items are to be posted or otherwise displayed anywhere on the Amphitheater 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 Amphitheater or any part thereof is destroyed or damaged in whole or part by fire, water, or any other cause beyond the reasonable control of a party, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement by a party impossible, either party will have the right to terminate effective upon notice to other party. RENTER will be refunded any deposits paid prior to such termination, and each party agrees to not hold the other party 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 Amphitheater 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 Amphitheater 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: Director of Special Facilities
2700 6th Avenue South
Lake Worth, Florida 33461

RENTER:

Live Nation – Florida
Attn: Neil Jacobsen
1200 Federal Hwy Suite 221
Boca Raton, Florida 33432
With a copy to:
Live Nation
Legal Dept – NA Concerts
9348 Civic Center Drive,.
Beverly Hills, California 90210
Attn: Jennifer Rawlings; Esq.

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. **No Third Party Beneficiaries:** 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 and/or RENTER.
23. **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.
24. **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.

25. **Authorization:** This Agreement is executed by an individual legally authorized to fully bind RENTER to all terms and conditions of this Agreement.
26. **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 and its affiliates 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).
27. **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.
28. **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 promptly upon receipt of COUNTY's notice.
29. **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.
30. **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.
31. **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 and expression, or genetic information.

32. **Regulation: Licensing Requirements:** RENTER agrees to comply with all laws, ordinances and reasonable regulations applicable to its use and rental of the Amphitheater premises. RENTER is presumed to be familiar with all applicable federal, state, and local laws, ordinances, codes and regulations.
34. **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.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: 
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value
Exceeds \$15,000.00, But Not More Than \$50,000.00:

County Administrator

By: _____

If Agreement Value
Exceeds \$50,000.00:

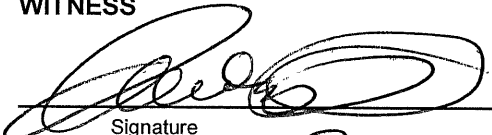
COUNTY:
Board of County Commissioners

By: _____
Mayor Shelley Vana


ATTEST:
Clerk & Comptroller

Deputy Clerk

WITNESS


Signature
Donald M Perez
Print

RENTER – Live Nation Worldwide, Inc

By: 
Signature
JOSEPH NIEMAN
Print
SVP - VENUES FLORIDA
Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

County Attorney

EXHIBIT "A"

AMPHITHEATER RENTAL AGREEMENT

Rental Selection Form

- ☒ **SUNSET COVE AMPHITHEATER:** Located in South County Regional Park
12551 Glades Road
Boca Raton



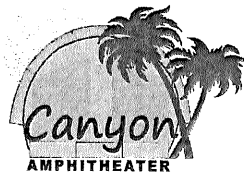
Seating for 6,000 – covered stage with rigging points – four dressing rooms – private restrooms – air conditioned back stage – covered vendor area with hook-up – public restrooms attached

- ☐ **SEABREEZE AMPHITHEATER:** Located in Carlin Park
750 South State Road A1A
Jupiter



Seating for 2,000 – covered stage with light rigging – sound control room – three dressing rooms – green room – two private restrooms – prop room – costume room – air conditioned back stage – public restrooms detached

- ☐ **CANYON TOWN CENTER AMPHITHEATER:** Located in Canyon Community Park
8802 Boynton Beach Boulevard
Boynton Beach



Seating for 500 – covered stage with light rigging – covered backstage – loading ramps – public restrooms attached – public parking

NOTE: The above described Amphitheater amenities and equipment are identified for informational purposes only and may not be included in all rentals.

EXHIBIT “B”
AMPHITHEATER RENTAL AGREEMENT
Rental Scope & Detail

Event Name: All Time Low

Rental to include:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Full Facility | <input type="checkbox"/> Restrooms |
| <input type="checkbox"/> Lawn | <input type="checkbox"/> Equipment / Materials <i>[Include Details Below]</i> |
| <input type="checkbox"/> Stage & Lawn | <input type="checkbox"/> Technicians / Staff Services <i>[Include Details Below]</i> |
| <input type="checkbox"/> Parking Areas | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Overflow Parking | <input type="checkbox"/> _____ |

Event scope and detail: National act concert inclusive of “All Time Low” an American pop punk band. Concert will include food and beverage as well as merchandise sales.

_____ *[Attached additional pages as needed.]*

NOTE: COUNTY reserves the right to refuse any Amphitheater 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)

AMPHITHEATER 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:

Liquor License

Amenities, Services & Equipment:

Procured By RENTER:

<div></div> Liquor	<div></div> Volunteers
<div></div> Food and Beverages	<div></div> Signs / Banners
<div></div> Vendor Merchandise	<div></div> Barbeques / Grills
<div></div> Production Staff	<div></div> Stage Security Detail
<div><input type="checkbox"/> Generators</div>	

Procured By:

Paid By:

<u>N/A</u>	<u>COUNTY</u>	<u>RENTER</u>		<u>COUNTY *</u>	<u>RENTER</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Approved Cleaning Service	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PBSO	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Local Law Enforcement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EMS	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sound and Light System	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FOH Tent or Scaffolding	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT “B-1”
(2 of 2)

Amenities, Services & Equipment - continued:

Procured By:			Paid By:	
N/A	COUNTY	RENTER	COUNTY *	RENTER
<input type="checkbox"/>		<input type="checkbox"/> Dumpster		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/> MOT		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/> Electrician	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/> Plumber		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/> Sound Technician	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Tents	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Tables	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Chairs	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/> Portolets		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/> Light Towers		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/> Message Board	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Event Parking Crew	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Event Security Crew	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/> Fireworks / Pyrotechnics †	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* All costs associated with COUNTY’s procurement of amenities, services and equipment will be included on the Pre/Post Rental Settlement (Exhibit “C”) and paid by RENTER at the time all other fees and charges and due and payable.

† 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 of the Department Director, and must be conducted in accordance with the permit issued by the Fire Rescue Department having municipal jurisdiction of the Amphitheater. Also, the presence of the Fire Rescue Department is required. Additional insurance coverages as well as charges for the presence of Fire Rescue equipment and personnel will apply.

EXHIBIT "C"
AMPHITHEATER RENTAL AGREEMENT
Pre/Post Rental Settlement

EXAMPLE...

ACCOUNT NUMBER	DESCRIPTION	PRE RENTAL SETTLEMENT AMOUNT	POST RENTAL SETTLEMENT AMOUNT
5206 – 01 – 4735	SEABREEZE / Facility Rental	\$	\$
5207 – 4735	SUNSET COVE / Facility Rental	\$	\$
5206 – 03 – 4735	CANYON TOWN CENTER / Facility Rental	\$	\$
5207 – 4725–14	SUNSET COVE / Parking	\$	\$
5206/7 – (01,03) – 4729–24	Food, Beverage & Alcohol	\$	\$
5206/7 – (01,03) – 4729–25	Souvenirs & Event Products	\$	\$
5206/7 – (01,03) – 4729–26	Non Event Related Merchandise	\$	\$
5206/7 – (01,03) – 4729–09	Cleaning (Hourly / per person)	\$	\$
5221 – 4729–13	Parks Maintenance / Wages Regular	\$	\$
5221 – 4729–14	Parks Maintenance / Wages Overtime	\$	\$
5206/7 – (01,03) – 4729–15	Law Enforcement / PBSO	\$	\$
5206/7 – (01) – 4729–01	Pavilion Rental	\$	\$
5207 – 4734	SUNSET COVE / Equipment Rental	\$	\$
5206/7 – (01,03) – 4721–09	Administrative Fee	\$	\$
0001 – 2170 – STAX	Sales Tax	\$	\$
0001 – 2230 – SEAD/AMAD	Advance Deposit / Booking Deposit	\$ ()	\$ ()
Balance Due		\$	\$

Damage Deposit: \$ _____
0001 – 2230 – SESD/AMSD

Palm Beach County
Parks and Recreation Department:

Date Received: _____

By: _____ Date: _____
Authorized Representative / Amphitheater Manager

RENTER:

By: _____ Date: _____
Authorized Representative for:

EXHIBIT "D"

(1 of 2)

AMPHITHEATER RENTAL AGREEMENT

Insurance Requirements

CONTRACTOR 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 CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Agreement. In the event of a cancellation of RENTER's insurance, notice thereof will be provided in accordance with RENTER's policy provisions.

Palm Beach County Parks & Recreation Department Representative to Initial as applicable:

☐

No Insurance Required: Based on scope of services, CONTRACTOR shall not be required to provide insurance.

☒

Commercial General Liability: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

☐

Liquor Liability: 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 million each occurrence.

☐

Auto Liability: CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

☒

Workers' Compensation Insurance & Employer's Liability: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

☐

Professional Liability: CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

EXHIBIT "D"

(2 of 2)



Additional Insured Clause: Except as to Business Auto, Workers' Compensation and 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: CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.



Certificates of Insurance: Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein.

Certificates of Insurance are to be sent to:
Palm Beach County Board of County Commissioners
C/O Parks and Recreation Department
Attn: Director of Special Facilities
2700 Sixth Avenue South
Lake Worth, Florida 33461



Umbrella or Excess Liability: If necessary, CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall 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 Revise or Reject: County reserves the right, but not the obligation, to review and reject any insurer providing coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Aon 707 Wilshire Blvd. Suite 2700 Los Angeles, CA 90017		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED Live Nation Worldwide Inc. - FL c/o 9348 Civic Center Drive Beverly Hills, CA 90210		INSURER(S) AFFORDING COVERAGE INSURER A: STARR IND & LIAB CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 38318	

COVERAGES CERTIFICATE NUMBER: 42855251 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> \$1,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			SISIGCS06003714	11/01/14	11/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SISIPCA08311414	11/01/14	11/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		100-0001066 100-0001064, 67	11/01/14 11/01/14	11/01/15 11/01/15	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: ALL TIME LOW on APR 23, 2015 at Sunset Cove Amphitheater
Certificate Holder and its employees and agents and Palm Beach County Board of County Commissioners is an additional insured on the liability policies, but only with respect to liability that arises out of the acts or omissions of the Named Insured; or, those persons or organizations with whom the Named Insured has agreed to provide this insurance under written contract, but only to the extent of the liability assumed under such contract. Host Liquor Liability included under General Liability
Workers Compensation is evidenced for employees of the Named Insured only.

CERTIFICATE HOLDER Palm Beach County, a Politcal Subdivision of the State of Florida 2700 6th Avenue South Lake Worth, DE 33461 USA	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 Aon Risk Insurance Services West, Inc.
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