

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 23, 2018

☒ Consent  
☐ Ordinance

☐ Regular  
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

- A) 4KIDS of South Florida, 20th Anniversary Celebration, Sunset Cove Amphitheater, for the period November 10, 2017, through November 11, 2017;
- B) Teach The Beach Foundation, Inc., Bands and Brews Craft Beer Festival, Seabreeze Amphitheater, on November 18, 2017;
- C) The Leukemia & Lymphoma Society, Inc. Light the Night Walk, Sunset Cove Amphitheater, on November 18, 2017;
- D) JMF Corporation, LLC, Griot Festival, Sunset Cove Amphitheater, for the period November 19, 2017, through November 20, 2017;
- E) People's Trust Holdings, LLC, People's Trust Employee Appreciation Day, Sunset Cove Amphitheater, on December 9, 2017; and
- F) Bartman Productions LLC, Winter Wonder Jam, Seabreeze Amphitheater, for the period December 16, 2017, through December 17, 2017.

**Summary:** In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File agenda item. The Amphitheater Rental Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the Director of the Parks and Recreation Department in accordance with Resolution 2009-0335, amended by Resolutions 2009-1807, 2012-1715, and 2014-0166 and are now being submitted to the Board to receive and file. The events help to offer a balanced schedule of events which promote the quality of life in the communities we serve. An estimated 15,000 people attended the events produced under the Amphitheater Rental Agreements. Districts 1 and 5 (AH)

**Background and Justification:** The Amphitheater Rental Agreement (Resolution 2009-0335, amended by Resolutions 2009-1807, 2012-1715 and 2014-0166) was adopted by the Board to streamline the process of renting Amphitheater facilities. The Board granted the Director of Parks and Recreation authority to execute Amphitheater Rental Agreements not-to-exceed \$15,000, with rental agreements between \$15,000 and \$50,000 requiring the County Administrator's approval and rental agreements over \$50,000 requiring Board approval.

The Agreements attached have been executed on behalf of the Board by the Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

**Attachments:** Amphitheater Rental Agreements (6)

Recommended by: \_\_\_\_\_

  
Department Director

12/27/17  
Date

Approved by: \_\_\_\_\_

  
Deputy County Administrator

12/28/17  
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	11,647	-0-	-0-	-0-	-0-
External Revenues	(28,074)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	(16,427)	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included in Current Budget? Yes X No  
Does this item include the use of federal funds? Yes No X

Budget Account No.: Fund 0001 Department 580 Unit 5206  
Object Various /Revenue Various Program

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

	Renter	Revenue	Expense
A	4KIDS OF South Florida	1,600	1,000
B	Teach the Beach Foundation, Inc.	4,318	1,918
C	The Leukemia & Lymphoma Society, Inc.	2,764	1,009
D	JMF Corporation LLC	12,295	5,977
E	People's Trust Holdings, LLC	5,192	743
F	Bartman Productions LLC	1,905	1,000
	Totals	\$28,074	\$11,647

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

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

[Signature] 12/28/17 OFMB 12/28/17 [Signature] 12/28/17 Contract Development and Control

B. Legal Sufficiency:

Anne Delmont 12-29-17 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 20<sup>th</sup> day of October, 2017, 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 4KIDS OF SOUTH FLORIDA, INC., a Florida Not For Profit Corporation, 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 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 Friday, November 10, 2017, at 8:00 AM, the date and time RENTER enters the amphitheater property, and will terminate Saturday, November 11, 2017, 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: 4KIDS of South Florida 20<sup>th</sup> Anniversary Celebration, as hereinafter referred to as "Event". 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 Amphitheater 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. **Non-Refundable Booking Deposit:** \$1,600.00, to be paid at the time the Amphitheater rental date is confirmed, amount is credited to the Pre/Post Rental Settlement, attached hereto as **Exhibit "C"**.
- b. **Presettlement:** Fourteen (14) days prior to Event, RENTER shall make payment to COUNTY in accordance with the Pre/Post Rental Settlement form provided by COUNTY. Such Presettlement payment shall be credited to the Pre/Post Rental Settlement RENTER is required to pay immediately following the Event. Any additional charges that accrue after Presettlement payment of the Pre/Post Rental Settlement shall be due immediately following Event.
- c. **Amphitheater Rental:** The greater of, \$1,600.00, the Amphitheater's daily rental fee times the number of days the Term of this Agreement is effective plus any additional fees as outlined on **Exhibit "C"**, or Seven (7)% of the adjusted gross ticket sales up to \$7,000.00, the amount of which is applied to the Pre/Post Rental Settlement balance and paid by Friday, November 10, 2017.

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

- d. **Final Settlement Payment:** Any payment made by RENTER pursuant to Section a-c above shall be subtracted from the Pre/Post Rental Settlement. Immediately following Event, RENTER shall pay COUNTY any and all balances due, including any additional fees and charges shown on the Pre/Post Rental Settlement form.
- e. **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 Pre/Post Rental Settlement balance.
- f. **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 immediately 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 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 Amphitheater is returned in



a condition satisfactory to the Department, the deposit will be refunded within forty-five (45) days following the date of the Amphitheater rental.

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 Pre/Post 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 Amphitheater 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 Amphitheater solely for the purpose for which this Agreement is entered into;
2. **remain** on-site for the duration of the rental setup and Event or assign an authorized representative who will be on-site to act on RENTER's behalf;
3. **accept** the Amphitheater and all equipment and improvements related to the rental in the condition existing as of the date of this Agreement;
4. **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;
5. **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;
6. **prohibit** any activity on the Amphitheater premises that may be considered contrary to community standards of appropriateness;
7. **assure** that all persons under RENTER's control conduct themselves in a socially acceptable manner;
8. **obtain** the Department's written approval prior to the use of any type of pyrotechnics;
9. **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; with the exception of generators that have been approved by the Department's representative;

10. **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;
  11. **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 Event;
  12. **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;
  13. **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 Event;
  14. **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;
  15. **acknowledge** that failure to deliver the required documentation referenced above may result in immediate 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;
  16. **remove** all equipment and materials owned by RENTER and subcontractors no later than the termination date and time specified in Article 1 above;
  17. **return** the Amphitheater 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;
  18. **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; and
  19. **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;
  2. **assign** 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"**;
  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 well-being 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 sole discretion, 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 Event's start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during 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 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 Amphitheater:
- RENTER elects to cancel 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 Event due to a public safety concern;
  - RENTER cancels 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 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 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 Event occurred as scheduled. COUNTY will not 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 / 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 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 Amphitheater. Though COUNTY may issue press releases and publish announcements regarding RENTER's use of the Amphitheater, 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. 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 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: Donald Perez Phone Number: 561-966-7030

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 or no later than ten (10) days prior to the effective date hereof, 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) the condition of the Amphitheater 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 Amphitheater:** RENTER hereby assumes full responsibility for the character, acts, and conduct of all persons 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 immediately restore the Amphitheater, at its sole cost and expense, to the condition existing prior to such damage as determined by COUNTY. If RENTER fails to restore the Amphitheater 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 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, 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 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:

4KIDS of South Florida Anniversary  
Attn: Mathew K. John  
2717 West Cypress Creek Road  
Fort Lauderdale, FL 33309

21. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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, 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).
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 immediately upon receipt of COUNTY's notice.

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 and expression, or genetic information.
31. **Regulation; Licensing Requirements:** RENTER agrees to comply with all laws, ordinances and 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.
32. **Criminal History Records Check:** If RENTER's employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the RENTER shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The RENTER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the RENTER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.
33. **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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



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


ATTEST:  
Clerk & Comptroller

\_\_\_\_\_  
Deputy Clerk

WITNESS

 9/29/17  
Signature Date  
Kimber Graves  
Print

RENTER - Click or tap here to enter text.

By:  9-29-17  
Signature Date  
Mark W. Johnson  
Print  
Executive Vice President  
Title

APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:

County Attorney

  
Signature Date

APPROVED AS TO  
TERMS & CONDITIONS:

Division Director

 10/18/17  
Signature Date

## EXHIBIT "A"

### AMPHITHEATER RENTAL AGREEMENT

#### ***Rental Selection Form***

- ☒ **SUNSET COVE AMPHITHEATER:** Located in South County Regional Park  
20405 Amphitheater Circle  
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

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**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: \_\_\_\_\_

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: Evening family festival celebrating 20 years of 4KIDS pursuing its vision of providing a home for every child through foster, emergency, residential, crisis pregnancy, aging out and therapeutic care.

\_\_\_\_\_

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\_\_\_\_\_

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:

Host Certificate of Insurance, Zambelli Fireworks Manufacturer Certificate of Insurance,

Permit For Public Display of Fireworks/ Outdoor

Amenities, Services & Equipment:

Procured By RENTER:

☐  
☒  
☒  
☒  
☒  
☒

Liquor  
Food and Beverages  
Vendor Merchandise  
Production Staff  
Generators

☒  
☒  
☒  
☒

Volunteers  
Signs / Banners  
Barbeques / Grills  
Stage Security Detail

Procured By:

N/A	COUNTY	RENTER
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Approved Cleaning Service  
PBSO  
Local Law Enforcement  
EMS  
Sound and Light System  
FOH Tent or Scaffolding

Paid By:

COUNTY *	RENTER
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/> Dumpster	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> MOT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Electrician	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Plumber	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Sound Technician	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tables	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Chairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Port-o-lets	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Light Towers	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Message Board	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Event Parking Crew	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Event Security Crew	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Fireworks / Pyrotechnics †	<input type="checkbox"/>	<input checked="" 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.

In addition to such costs, 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 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 of the Department Director, and must be conducted in accordance with the permit issued by the Fire Rescue Department having municipal jurisdiction of the

EXHIBIT "C"

AMPHITHEATER RENTAL AGREEMENT

Pre/Post Rental Settlement

PALM BEACH COUNTY PARKS AND RECREATION / AMPHITHEATERS - SCA- FOR PROFIT SETTLEMENT							
Event Name:				Event Date:		Event Venue: Sunset Cove	
Reservation #:			Household:		Organization Name:		
For Palm Beach County Parks & Recreation Staff Use							
Description	RecTrac Code	Cost	Quantity	Total	Tax	Account Line	GL Code
Advance Deposit \$3,500.00	SVC 13	\$3,500.00	0.00	\$0.00		2230-AMAD	131
Facility Rental Fee* (S3,500.00 minimum or 10% of adjusted gross ticket sales, not to exceed \$12,000.00)	SCV 54	Adjusted Entry \$0.00	10% of Adjusted \$0.00	\$0.00	\$0.00	5207-4735	129
Load-in/ Out Fee*	SCV59	\$250.00	0	\$0.00	\$0.00	5207-4735	129
Parks & Recreation Other Fees- Pavilion	SCV32	\$155.00	0	\$0.00	\$0.00	5207-4729-01	121
Parking Fee* 20% of parking fees collected	SCV 17	Total Parking \$0.00	20% of Total \$0.00	\$0.00	\$0.00	5207-4725-14	147
Park Program Activity Fees Late Fees**	SCV 39	\$100.00	0	\$0.00		5207-4721-01	450
Parks & Recreation Other Fees- Janitorial*	SCV 27	\$20.00	0	\$0.00	\$0.00	5207-4729-09	145
Parks & Recreation Other Fees- Food Concession **	SCV 04 (Food & Beverage)	\$300.00	0	\$0.00		5207-4729-03	123
		\$600.00	0	\$0.00			
		\$900.00	0	\$0.00			
	SCV 53 (Alcohol)	\$500.00	0	\$0.00			
		\$1,000.00	0	\$0.00			
		\$2,500.00	0	\$0.00			
Parks & Recreation Other Fees Concession Souvenirs*	SCV 41 (other Concessions)	\$250.00	0	\$0.00	\$0.00	5207-4729-18	451
		\$500.00	0	\$0.00	\$0.00		
		\$750.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees- -Dumpster*	SCV 27	\$250.00	0	\$0.00	\$0.00	5207-4729-09	145
Parks & Recreation Other Fees - Production Services*	SCV 37	\$500.00	0	\$0.00	\$0.00	5207-4729-27	171
Parks & Recreation Fees - Other Law Enforcement Services*	SCV 07 (PBSO Supervisor)	\$64.00	0	\$0.00	\$0.00	5207-4729-15	126
	SCV 07 (PBSO Deputy)	\$46.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees/ Maintenance *	SCV 60 (Maintenance)	\$31.00	6	\$0.00	\$0.00	5221-4729-14	9
	SCV 61 (Electrician)	\$47.00	0	\$0.00	\$0.00		
	SCV 60 (Plumber)	\$31.00	0	\$0.00	\$0.00		
Parks/ Maintenance Materials**	SCV 29	\$0.00	N/A	\$0.00		5221-4729-12	10
Contributions/ Donations**	SCV 35	\$0.00	0	\$0.00		5207-6600	149
Security Deposit** (Not applicable toward Balance) (Refundable pending	SCV 31	\$500 - \$3000	0	\$0.00		0001-2200-AMSD	903
Tax		\$0.00	Date Paid				
Final Settlement Subtotal with Tax		\$0.00					
Advance Deposit		\$0.00	Renter _____ Date _____				
Pre Settlement Payment		\$0.00					
Balance Owed		\$0.00					
**Subject to sales Tax			Facility Manager _____		Date _____		
**Non-Taxable							

Payment Instructions : Please make all checks payable to Palm Beach Board of County Commissioners or "PBC-BOCC"

## EXHIBIT "D"

(1 of 2)

### AMPHITHEATER RENTAL AGREEMENT ***Insurance Requirements***

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.

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

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

☒ **Commercial General Liability:** RENTER 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 RENTER AND VENDOR shall maintain Liquor Liability coverage and the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of **\$1,000,000** Each Occurrence. The policy **must not exclude** either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.

If no admission or similar fee is charged at any type of 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 limit of liability of **\$1,000,000** Each Occurrence.

☐ **Participant Liability:** RENTER shall maintain Participant Liability at a limit of liability not less than **\$25,000** Each Occurrence.

☐ **Auto Liability:** RENTER 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 RENTER owns no automobiles, the Business Auto Liability requirement shall be amended allowing RENTER 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.

☐ **Professional Liability:** RENTER 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 RENTER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, RENTER 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, RENTER 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:** 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, the RENTER 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 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 a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

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



**Umbrella or Excess Liability:** If necessary, RENTER 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, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of 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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/18/2017

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 have ADDITIONAL INSURED provisions or 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 Hooper, Hayes and Rogan, Inc. 5440 NW 33rd Avenue Suite #110 Ft. Lauderdale FL 33309	CONTACT NAME: Tom Rogan PHONE (A/C, No, Ext): (954) 476-5995 E-MAIL: angelb@hhroganinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: MARKEL INSURANCE COMPANY INSURER B: FLORIDA RETAIL FEDERATION SIF INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 4 Kids of South Florida, Inc. 2401 W Cypress Creek Rd C/O Erin Turner Ft Lauderdale FL 33309	NAIC #

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HUG1321-01	03/10/2017	03/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	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	520-31850	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Abuse & Molestation		HUG1321-01	03/10/2017	03/10/2018	\$1M ea clm/\$3M \$1M per/prsn aggr

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

Certificateholder is additional insured with respects to General Liability per written contract subject to policy forms, conditions and exclusions.  
RE 20th Anniversary Celebration, Sunset Cove Amphitheater 11/9-10/2017

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/30/2017

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

PRODUCER	Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME:	Michelle Kugler		
		PHONE (A/C, No, Ext):	727-547-3070	FAX (A/C, No):	727-367-5695
		E-MAIL ADDRESS:	mkugler@alliedspecialty.com		
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: T.H.E. Insurance Company			12866
INSURED	ZAMBELLI FIREWORKS MFG CO, INC., ETAL 20 SOUTH MERCER STREET NEW CASTLE PA 16101	INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP0103167-04	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0103167-04	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ELP0011081-04	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP0005125-004	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine / Hull			CPP0103167-04	02/01/2017	02/01/2018	Hull Limit \$900,000 Show Limit \$1,500,000

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

Display Date: November 10, 2017

Rain Date: N/A

Location: Sunset Cove Amphitheater, 20405 Amphitheater Circle, Boca Raton, FL

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:

Sunset Cove Amphitheater, Burt Aarons on South County Regional Park, City of Boca Raton, 4KIDS if South Florida, Inc., Palm Beach County Board of County Commissioners - ATIMA

CERTIFICATE HOLDER

CANCELLATION

4KIDS of South Florida, Inc.  
2717 W. Cypress Creek Road  
Fort Lauderdale, FL 33309

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

Carol A. Serra

CERT# 514515

# 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 3rd day of October, 2017, 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 TEACH THE BEACH FOUNDATION, INC., a Florida Not For Profit Corporation, 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 Sunset Cove Amphitheater, Seabreeze Amphitheater, and Canyon Town Center Amphitheater; and

**WHEREAS**, COUNTY seeks to supplement the cost to improve and maintain said amphitheatres 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 Saturday, November 18, 2017, at 8:00 AM, the date and time RENTER enters the amphitheater property, and will terminate Saturday, November 18, 2017, at 11:00 PM, 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 Seabreeze 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: Bands and Brews Craft Beer Festival, as hereinafter referred to as "Event". 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 Amphitheater 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. Non-Refundable Booking Deposit: \$1,350.00, to be paid at the time the Amphitheater rental date is confirmed, amount is credited to the Pre/Post Rental Settlement, attached hereto as **Exhibit "C"**.
- b. Presettlement: Fourteen (14) days prior to Event, RENTER shall make payment to COUNTY in accordance with the Pre/Post Rental Settlement form provided by COUNTY. Such Presettlement payment shall be credited to the Pre/Post Rental Settlement RENTER is required to pay immediately following the Event. Any additional charges that accrue after Presettlement payment of the Pre/Post Rental Settlement shall be due immediately following Event.
- c. Amphitheater Rental: The greater of, \$1,350.00, the Amphitheater's daily rental fee times the number of days the Term of this Agreement is effective plus any additional fees as outlined on **Exhibit "C"**, or Seven (7)% of the adjusted gross ticket sales up to \$3,000.00, the amount of which is applied to the Pre/Post Rental Settlement balance and paid by Saturday, November 18, 2017.

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

- d. Final Settlement Payment: Any payment made by RENTER pursuant to Section a-c above shall be subtracted from the Pre/Post Rental Settlement. Immediately following Event, RENTER shall pay COUNTY any and all balances due, including any additional fees and charges shown on the Pre/Post Rental Settlement form.
- e. 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 Pre/Post Rental Settlement balance.
- f. 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 immediately 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 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 Amphitheater is returned in

a condition satisfactory to the Department, the deposit will be refunded within forty-five (45) days following the date of the Amphitheater rental.

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 Pre/Post 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 Amphitheater 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 Amphitheater solely for the purpose for which this Agreement is entered into;
2. **remain** on-site for the duration of the rental setup and Event or assign an authorized representative who will be on-site to act on RENTER's behalf;
3. **accept** the Amphitheater and all equipment and improvements related to the rental in the condition existing as of the date of this Agreement;
4. **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;
5. **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;
6. **prohibit** any activity on the Amphitheater premises that may be considered contrary to community standards of appropriateness;
7. **assure** that all persons under RENTER's control conduct themselves in a socially acceptable manner;
8. **obtain** the Department's written approval prior to the use of any type of pyrotechnics;
9. **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; with the exception of generators that have been approved by the Department's representative;

10. **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;
  11. **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 Event;
  12. **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;
  13. **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 Event;
  14. **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;
  15. **acknowledge** that failure to deliver the required documentation referenced above may result in immediate 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;
  16. **remove** all equipment and materials owned by RENTER and subcontractors no later than the termination date and time specified in Article 1 above;
  17. **return** the Amphitheater 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;
  18. **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; and
  19. **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;
  2. **assign** 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"**;
  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 well-being 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 sole discretion, 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 Event's start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during 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 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 Amphitheater:
- RENTER elects to cancel 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 Event due to a public safety concern;
  - RENTER cancels 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 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 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 Event occurred as scheduled. COUNTY will not 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 / 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 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 Amphitheater. Though COUNTY may issue press releases and publish announcements regarding RENTER's use of the Amphitheater, 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. 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 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: Donald M. Perez Phone Number: 561-966-7030

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 or no later than ten (10) days prior to the effective date hereof, 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) the condition of the Amphitheater 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 Amphitheater:** RENTER hereby assumes full responsibility for the character, acts, and conduct of all persons 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 immediately restore the Amphitheater, at its sole cost and expense, to the condition existing prior to such damage as determined by COUNTY. If RENTER fails to restore the Amphitheater 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 Amphitheater in any way including using nails, hooks, tacks, screws or any other faceting 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, 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 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: Special Facilities Director  
2700 6th Avenue South  
Lake Worth, Florida 33461

RENTER:

TEACH THE BEACH FOUNDATION, INC.  
Attn Chase Malcolm  
702 Cree Street  
Jupiter FL, 33458

21. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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, 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).
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 immediately upon receipt of COUNTY's notice.

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 and expression, or genetic information.
31. **Regulation; Licensing Requirements:** RENTER agrees to comply with all laws, ordinances and 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.
32. **Criminal History Records Check:** If RENTER's employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the RENTER shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The RENTER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the RENTER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.
33. **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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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


ATTEST:  
Clerk & Comptroller

\_\_\_\_\_  
Deputy Clerk

WITNESS

 9/20/17  
Signature Date  
Jessica Ivers  
Print

RENTER - TEACH THE BEACH FOUNDATION, INC.

By:  9/20/17  
Signature Date  
Chase Malcolm  
Print  
Director  
Title

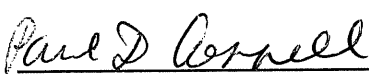
APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:

County Attorney

  
Signature Date

APPROVED AS TO  
TERMS & CONDITIONS:

Division Director

 10/2/17  
Signature Date

# EXHIBIT "A"

## AMPHITHEATER RENTAL AGREEMENT

### ***Rental Selection Form***

- ☐ **SUNSET COVE AMPHITHEATER:** Located in South County Regional Park  
20405 Amphitheater Circle  
Boca Raton



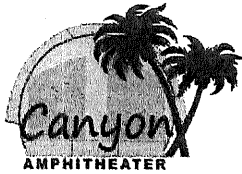
Seating for 6,000 – covered stage with rigging points – four dressing rooms – private restrooms – air conditioned back stage – covered vendor area with hook-up – public restrooms attached

- ☒ **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

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**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: \_\_\_\_\_

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: Gated and ticketed event with expected attendance of 3,000. The use of additional grounds around the amphitheater raises the overall capacity to 3000. Approved event activities include; food and beverage concessions, merchandise concessions, alcohol concessions, craft beer vendors offering beer samplings, live music and stage audio. Event area fencing is approved for installation on Saturday November 18, 2017 at 8:00am and must be removed from property by Saturday, November 18, 2017 at 11:00pm.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[Attached additional pages as needed.]*

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**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:

Host Certificate of Insurance, Liquor License

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Amenities, Services & Equipment:

Procured By RENTER:

- |                                     |                    |                                     |                       |
|-------------------------------------|--------------------|-------------------------------------|-----------------------|
| <input checked="" type="checkbox"/> | 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 | <input checked="" type="checkbox"/> | Barbeques / Grills    |
| <input checked="" type="checkbox"/> | Production Staff   | <input checked="" type="checkbox"/> | Stage Security Detail |
| <input checked="" type="checkbox"/> | Generators         |                                     |                       |

Procured By:

Paid By:

N/A	COUNTY	RENTER		COUNTY *	RENTER
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Cleaning Service	<input type="checkbox"/>	<input checked="" 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"/>	Sound and Light System	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FOH Tent or Scaffolding	<input type="checkbox"/>	<input checked="" 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"/>	<input checked="" type="checkbox"/> Dumpster	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> MOT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Electrician	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Plumber	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Sound Technician	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tents	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tables	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Chairs	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Port-o-lets	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Light Towers	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Message Board	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Event Parking Crew	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Event Security Crew	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Fireworks / Pyrotechnics <sup>†</sup>	<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.

In addition to such costs, 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 COUNTY’s procurement.

<sup>†</sup> 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...

PALM BEACH COUNTY PARKS AND RECREATION/ AMPHITHEATERS - SEABREEZE- FOR PROFIT SETTLEMENT INVOICE							
Event Name:				Event Date:		Event Venue:	
Reservation #:			Household:		Organization Name:		
For Palm Beach County Parks & Recreation Staff Use							
Description	Ref/Trac Code	Cost	Quantity	Total	Tax	Account Line	GL Code
Advance Deposit -	SCV 47	\$1,905.00	0.00	\$0.00		0001-2230-SEAD	58
Facility Rental Fee* (\$1905.00 maximum or 10% of adjusted gross ticket sales, not to exceed \$5,000.00)	SCV 79	Adjusted Gross \$0.00	10% of Adjusted \$0.00	\$0.00	\$0.00	5206-01-4735	128
Landing/ Out Fee*	SCV 84	\$250.00	0	\$0.00	\$0.00	5206-01-4735	126
Equipment Rental - Light Tower	SCV 78	\$85.00	0	\$0.00	\$0.00	5206-01-4734	460
Parking Fee* 20% of Parking Fees	SCV 49	Total Parking \$0.00	20% of Total \$0.00	\$0.00	\$0.00	5206-01-4725-14	468
Parks Program Activity Fees Late Fees and Charges**	SCV 6	\$100.00	0	\$0.00		5206-01-4721-01	118
Parks & Recreation Other Fees- Janitorial* (\$20.00 per/ hr)	SCV 74	\$20.00	0	\$0.00	\$0.00	5206-01-4729-09	472
Parks & Recreation Other Fees- Food Concession **	SCV 03 (Food & Beverage)	\$100.00	0	\$0.00		5206-01-4729-03	122
	SCV 52 (Alcohol)	\$175.00	0	\$0.00			
Parks & Recreation Other Fees Concession Sources**	SCV 25 (Event Related)	\$100.00	0	\$0.00	\$0.00	5206-01-4729-18	464
	SCV 26 (Non Event Related)	\$100.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees - Production Services*	SCV 36 (Production Services)	\$250.00	0	\$0.00	\$0.00	5206-01-4729-27	478
	SVC 77 (Special Requests)	\$250.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees - Law Enforcement Services*	SCV 76 (PBSD Supervisor)	\$57.00	0	\$0.00	\$0.00	5206-01-4729-15	476
	SCV 76 (PBSD Deputy)	\$42.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees/ Maintenance *	SCV 86 (Maintenance)	\$31.00	0	\$0.00	\$0.00	5221-4729-14	9
	SCV 87 (Electrician)	\$47.00	0	\$0.00	\$0.00		
	SCV 86 (Plumber)	\$31.00	0	\$0.00	\$0.00		
Parks/ Maintenance Materials**	SCV 85	\$0.00	0	\$0.00		5221-4729-12	10
Contributions/ Donations**	SCV 33	\$0.00	0	\$0.00		5206-01-6600	455
Security Deposit** (Refundable pending final walkthrough)	SCV 73	\$500 - \$2000	0			0001-2200-SESD	904
				\$0.00			

Tax	\$0.00		
Pre Settlement Subtotal with Tax	\$0.00	PAYMENT DATE	
Advance Deposit	\$0.00	00/00/0000	Renter Date
Balance Owed	\$0.00	00/00/0000	Facility Manager Date
*Subject to sales Tax			
**Non-Taxable			

Payment Instructions : Please make all checks payable to Palm Beach Board of County Commissioners or "PBC-BOCC"

## EXHIBIT "D"

(1 of 2)


### AMPHITHEATER RENTAL AGREEMENT


### ***Insurance Requirements***

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.

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

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

 ☒ **Commercial General Liability:** RENTER 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 RENTER AND VENDOR shall maintain Liquor Liability coverage and the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of **\$1,000,000** Each Occurrence. The policy **must not exclude** either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.

If no admission or similar fee is charged at any type of 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 limit of liability of **\$1,000,000** Each Occurrence.

☐ **Participant Liability:** RENTER shall maintain Participant Liability at a limit of liability not less than **\$25,000** Each Occurrence.

☐ **Auto Liability:** RENTER 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 RENTER owns no automobiles, the Business Auto Liability requirement shall be amended allowing RENTER 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.

☐ **Professional Liability:** RENTER 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 RENTER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, RENTER 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, RENTER 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:** 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, the RENTER 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 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 a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

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



**Umbrella or Excess Liability:** If necessary, RENTER 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, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of 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.

## CERTIFICATE OF LIABILITY INSURANCE

TEACTHE-01

DTRAYNOR

DATE (MM/DD/YYYY)  
10/19/2017

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

<b>PRODUCER</b> Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	<table border="1"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Diane Traynor</td> </tr> <tr> <td><b>PHONE</b> (A/C, No, Ext): (561) 776-9001</td> <td><b>FAX</b> (A/C, No): (561) 427-6730</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> Dtraynor@callic.com</td> </tr> </table>	<b>CONTACT NAME:</b> Diane Traynor		<b>PHONE</b> (A/C, No, Ext): (561) 776-9001	<b>FAX</b> (A/C, No): (561) 427-6730	<b>E-MAIL ADDRESS:</b> Dtraynor@callic.com									
<b>CONTACT NAME:</b> Diane Traynor															
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<b>E-MAIL ADDRESS:</b> Dtraynor@callic.com															
<b>INSURED</b>  Teach the Beach Foundation Inc. 702 Cree Street Jupiter, FL 33458	<table border="1"> <tr> <td><b>INSURER(S) AFFORDING COVERAGE</b></td> <td><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A :</b> Evanston Insurance Company</td> <td><b>35378</b></td> </tr> <tr> <td><b>INSURER B :</b></td> <td></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A :</b> Evanston Insurance Company	<b>35378</b>	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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


EXCLUSIONS AND CONDITIONS OF COVER		LIMITS		POLICY EFF (MM/DD/YYYY)		POLICY EXP (MM/DD/YYYY)	
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER			LIMITS
A	<b>X</b> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <b>X</b> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <b>X</b> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			3EG9931	11/18/2017	11/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included  COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$  EACH OCCURRENCE \$ AGGREGATE \$  PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	<b>GL Liquor Liability</b>			3EG9931	11/18/2017	11/19/2017	<b>Gen Agg/Each Occ</b> 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Cancellation applies as per policy terms, conditions & exclusions.

**Palm Beach County Board of County Commission is named as additional insured for General Liability when required by written contract.**

**CERTIFICATE HOLDER**

## CANCELLATION

<p><b>CERTIFICATE HOLDER</b></p>	<p><b>CANCELLATION</b></p>
<p>Palm Beach County Board of County Commissioners c/o Special Events Department 2700 Sixth Avenue South Lake Worth, FL 33461</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> 



**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**DIVISION OF ALCOHOLIC BEVERAGES & TOBACCO**  
**ODP APPLICATION# 133284 FILE # 34179**

**TEMPORARY LICENSE/PERMIT**

EFFECTIVE DATE: November 18, 2017 EXPIRATION DATE: November 18, 2017

DATE	RECEIPT NBR	FEE	LICENSE NBR	SERIES	CLASS
09/25/2017	170082620	\$25	ODP6001773	ODP	

NON-TRANSFERABLE, DISPLAY CONSPICUOUSLY, VALID ONLY FOR THE DATE AND PLACE INDICATED

**BANDSANDBREWS CRAFT BEER AND MUSIC  
FESTIVAL FOR A CAUSE  
TEACH THE BEACH FOUNDATION INC  
750 SOUTH SR A1A  
JUPITER, FL 33477**

CONTROL NUMBER: 19602257

**DISPLAY AS REQUIRED BY LAW**

**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 3rd day of October, 2017, 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 The Leukemia & Lymphoma Society, Inc., a Foreign Non Profit 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 Saturday, November 18, 2017, at 8:00 AM, the date and time RENTER enters the amphitheater property, and will terminate Saturday, November 18, 2017, at 11:00 PM, 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: Light the Night Walk, as hereinafter referred to as "Event". 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 Amphitheater 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. **Non-Refundable Booking Deposit:** \$1,600.00, to be paid at the time the Amphitheater rental date is confirmed, amount is credited to the Pre/Post Rental Settlement, attached hereto as **Exhibit "C"**.
- b. **Presettlement:** Fourteen (14) days prior to Event, RENTER shall make payment to COUNTY in accordance with the Pre/Post Rental Settlement form provided by COUNTY. Such Presettlement payment shall be credited to the Pre/Post Rental Settlement RENTER is required to pay immediately following the Event. Any additional charges that accrue after Presettlement payment of the Pre/Post Rental Settlement shall be due immediately following Event.
- c. **Amphitheater Rental:** The greater of, \$1,600.00, the Amphitheater's daily rental fee times the number of days the Term of this Agreement is effective plus any additional fees as outlined on **Exhibit "C"**, or Seven (7)% of the adjusted gross ticket sales up to \$7,000.00, the amount of which is applied to the Pre/Post Rental Settlement balance and paid by Saturday, November 18, 2017.

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

- d. **Final Settlement Payment:** Any payment made by RENTER pursuant to Section a-c above shall be subtracted from the Pre/Post Rental Settlement. Immediately following Event, RENTER shall pay COUNTY any and all balances due, including any additional fees and charges shown on the Pre/Post Rental Settlement form.
- e. **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 Pre/Post Rental Settlement balance.
- f. **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 immediately 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 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 Amphitheater is returned in



a condition satisfactory to the Department, the deposit will be refunded within forty-five (45) days following the date of the Amphitheater rental.

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 Pre/Post 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 Amphitheater 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 Amphitheater solely for the purpose for which this Agreement is entered into;
2. **remain** on-site for the duration of the rental setup and Event or assign an authorized representative who will be on-site to act on RENTER's behalf;
3. **accept** the Amphitheater and all equipment and improvements related to the rental in the condition existing as of the date of this Agreement;
4. **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;
5. **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;
6. **prohibit** any activity on the Amphitheater premises that may be considered contrary to community standards of appropriateness;
7. **assure** that all persons under RENTER's control conduct themselves in a socially acceptable manner;
8. **obtain** the Department's written approval prior to the use of any type of pyrotechnics;
9. **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; with the exception of generators that have been approved by the Department's representative;

10. **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;
  11. **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 Event;
  12. **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;
  13. **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 Event;
  14. **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;
  15. **acknowledge** that failure to deliver the required documentation referenced above may result in immediate 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;
  16. **remove** all equipment and materials owned by RENTER and subcontractors no later than the termination date and time specified in Article 1 above;
  17. **return** the Amphitheater 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;
  18. **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; and
  19. **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;
  2. **assign** 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"**;
  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 well-being 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 sole discretion, 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 Event's start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during 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 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 Amphitheater:
- RENTER elects to cancel 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 Event due to a public safety concern;
  - RENTER cancels 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 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 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 Event occurred as scheduled. COUNTY will not 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 / 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 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 Amphitheater. Though COUNTY may issue press releases and publish announcements regarding RENTER's use of the Amphitheater, 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. 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 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: Donald M. Perez Phone Number: 561-966-7030

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 or no later than ten (10) days prior to the effective date hereof, 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) the condition of the Amphitheater 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 Amphitheater:** RENTER hereby assumes full responsibility for the character, acts, and conduct of all persons 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 immediately restore the Amphitheater, at its sole cost and expense, to the condition existing prior to such damage as determined by COUNTY. If RENTER fails to restore the Amphitheater 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 Amphitheater in any way including using nails, hooks, tacks, screws or any other faceting 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, 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 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: Dorector of Special Facilities  
2700 6th Avenue South  
Lake Worth, Florida 33461
- RENTER:  
  
The Leukemia & Lymphoma Society, Inc.  
Attn Pamela Payne  
3230 Commerce Place, Suite B  
West Palm Beach FL 33407
21. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
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, 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).
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 immediately upon receipt of COUNTY's notice.

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.

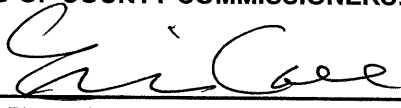
30. **Nondiscrimination:** RENTER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.
31. **Regulation; Licensing Requirements:** RENTER agrees to comply with all laws, ordinances and 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.
32. **Criminal History Records Check:** If RENTER's employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the RENTER shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The RENTER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the RENTER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.
33. **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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



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:**

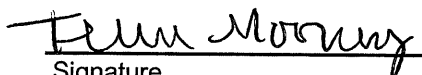
**COUNTY:  
Board of County Commissioners**

By: \_\_\_\_\_  
Mayor

**ATTEST:  
Clerk & Comptroller**

\_\_\_\_\_  
Deputy Clerk

**WITNESS**


 9/14/17  
Signature Date  
Terrie Mobney  
Print

**APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:**

**County Attorney**


  
Signature Date

**RENTER - The Leukemia & Lymphoma Society, Inc.**

By:  9/11/17  
Signature Date  
Pamela Payne  
Print  
Exec. Director  
Title

**APPROVED AS TO  
TERMS & CONDITIONS:**

**Division Director**

 10/2/17  
Signature Date

## EXHIBIT "A"

### AMPHITHEATER RENTAL AGREEMENT

#### ***Rental Selection Form***

- ☒ **SUNSET COVE AMPHITHEATER:** Located in South County Regional Park  
20405 Amphitheater Circle  
Boca Raton



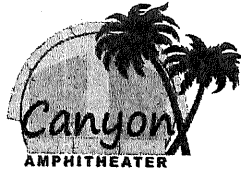
Seating for 6,000 – covered stage with rigging points – four dressing rooms – private restrooms – air conditioned back stage – covered vendor area with hook-up – public restrooms attached

- ☐ **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

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**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: \_\_\_\_\_

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: Light the Night Walk. Walkers who have collected donations gather at the facility and walk a mile on the extension road between parcel A and Parcel B of Burt Aaronson South County Regional Park. Following the walk, patrons enjoy entertainment on stage. This event will raise much needed funds to assist Palm Beach County residents who are dealing with Leukemia and Lymphoma by way of financial assistance and educational programs.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ *[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:

Host Certificate of Insurance

Amenities, Services & Equipment:

Procured By RENTER:

- |                                     |                    |                                     |                       |
|-------------------------------------|--------------------|-------------------------------------|-----------------------|
| <input type="checkbox"/>            | 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 | <input checked="" type="checkbox"/> | Barbeques / Grills    |
| <input checked="" type="checkbox"/> | Production Staff   | <input type="checkbox"/>            | Stage Security Detail |
| <input checked="" type="checkbox"/> | Generators         |                                     |                       |

Procured By:

Paid By:

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

**EXHIBIT “B-1”**  
(2 of 2)

Amenities, Services & Equipment - continued:

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"/>	Dumpster	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	MOT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electrician	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumber	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sound Technician	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tents	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tables	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chairs	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Port-o-lets	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Light Towers	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Message Board	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Event Parking Crew	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Event Security Crew	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireworks / Pyrotechnics <sup>†</sup>	<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 checked="" type="checkbox"/>	<u>Bounce Houses</u>	<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.

In addition to such costs, 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 COUNTY’s procurement.

<sup>†</sup> 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...

PALM BEACH COUNTY PARKS AND RECREATION / AMPHITHEATERS - SCA- FOR PROFIT SETTLEMENT INVOICE							
Event Name:				Event Date:		Event Venue:	
Reservation #:			Household:		Organization Name:		
For Palm Beach County Parks & Recreation Staff Use							
Description	RecTrac Code	Cost	Quantity	Total	Tax	Account Line	GL Code
Advance Deposit \$3,500.00	SVC 13	\$3,500.00	0.00	\$0.00		2230-AMAD	131
Facility Rental Fee* (\$3,500.00 minimum or 10% of adjusted gross ticket sales, not to exceed \$12,000.00)	SCV 54	Adjusted Gross \$0.00	10% of Adjusted \$0.00	\$0.00	\$0.00	5207-4735	129
Load-in/ Out Fee*	SCV59	\$250.00	0	\$0.00	\$0.00	5207-4735	129
Parks & Recreation Other Fees- Pavilion Rentals*	SCV32	\$155.00	0	\$0.00	\$0.00	5207-4729-01	121
Parking Fee*	SCV 17	Total Parking \$0.00	20% of Total \$0.00	\$0.00	\$0.00	5207-4725-14	147
Park Program Activity Fees Late Fees and Charges**	SCV 39	\$100.00	0	\$0.00		5207-4721-01	450
Parks & Recreation Other Fees- Janitorial* (\$20.00 per/ hr)	SCV 27	\$20.00	0	\$0.00	\$0.00	5207-4729-09	145
Parks & Recreation Other Fees- Food Concession **	SCV 04 (Food & Beverage)	\$100.00	0	\$0.00		5207-4729-03	123
	SCV 53 (Alcohol)	\$175.00	0	\$0.00			
Parks & Recreation Other Fees Concession Services**	SCV 40 (Event Related)	\$75.00	0	\$0.00	\$0.00	5207-4729-18	451
	SCV 41 (Non Event Related)	\$50.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees - Production Services*	SCV 37	\$250.00	0	\$0.00	\$0.00	5207-4729-27	171
Parks & Recreation Other Law Entertainment Services*	SCV 07 (PBSO Supervisor)	\$57.00	0	\$0.00	\$0.00	5207-4729-15	126
	SCV 07 (PBSO Deputy)	\$42.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees/ Maintenance *	SCV 60 (Maintenance)	\$31.00	0	\$0.00	\$0.00	5221-4729-14	9
	SCV 61 (Electrician)	\$47.00	0	\$0.00	\$0.00		
	SCV 60 (Plumber)	\$31.00	0	\$0.00	\$0.00		
Parks/ Maintenance Materials**	SCV 29	\$0.00	N/A	\$0.00		5221-4729-12	10
Contributions/ Donations**	SCV 35	\$0.00	0	\$0.00		5207-6600	149
Security Deposit** (Not applicable toward Balance) [Refundable pending final walkthrough]	SCV 31	\$500 - \$3000	0	\$0.00		0001-2200-AMSD	903

Tax	\$0.00	Date Paid	
Pre Settlement Subtotal with Tax	\$0.00	00/00/0000	
Advance Deposit	\$0.00	00/00/0000	Renter _____ Date _____
Balance Owed	\$0.00	00/00/0000	
*Subject to sales Tax			Facility Manager _____ Date _____
**Non-Taxable			

Payment Instructions : Please make all checks payable to Palm Beach Board of County Commissioners or "PBC-BOCC"

## EXHIBIT "D"

(1 of 2)

### AMPHITHEATER RENTAL AGREEMENT

### ***Insurance Requirements***

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.

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

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



**Commercial General Liability:** RENTER 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 RENTER AND VENDOR shall maintain Liquor Liability coverage and the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of **\$1,000,000** Each Occurrence. The policy **must not exclude** either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.

If no admission or similar fee is charged at any type of 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 limit of liability of **\$1,000,000** Each Occurrence.

☐ **Participant Liability:** RENTER shall maintain Participant Liability at a limit of liability not less than **\$25,000** Each Occurrence.

☐ **Auto Liability:** RENTER 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 RENTER owns no automobiles, the Business Auto Liability requirement shall be amended allowing RENTER 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.

☐ **Professional Liability:** RENTER 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 RENTER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, RENTER 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, RENTER 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:** 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, the RENTER 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 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 a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

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



**Umbrella or Excess Liability:** If necessary, RENTER 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, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of 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.





DATE(MM/DD/YYYY)  
03/29/2017

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or 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).

CONTACT NAME:	
PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:	Philadelphia Indemnity Insurance Company
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INSURER B:

INSURER C:

INSURER D:

INSURED F.

INSURER'S:

## COVERAGES

**CERTIFICATE NUMBER: 570065927569**

## 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.

Limits shown are as requested

INSR LTR		TYPE OF INSURANCE		ADDL SUBR INSD WVD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)		POLICY EXP (MM/DD/YYYY)		Limits shown are as requested	
A	X	COMMERCIAL GENERAL LIABILITY				PHPKI630512		03/30/2017	03/30/2018	LIMITS			
		CLAIMS-MADE	X	OCCUR	EACH OCCURRENCE					\$1,000,000			
					DAMAGE TO RENTED PREMISES (Ea occurrence)					\$1,000,000			
					MED EXP (Any one person)					\$20,000			
GEN'L AGGREGATE LIMIT APPLIES PER:													
	X	POLICY		PRO-JECT		LOC							
OTHER:													
AUTOMOBILE LIABILITY													
		ANY AUTO OWNED AUTOS ONLY		SCHEDULED AUTOS								COMBINED SINGLE LIMIT (Ea accident)	
		HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY								BODILY INJURY (Per person)	
												BODILY INJURY (Per accident)	
												PROPERTY DAMAGE (Per accident)	
UMBRELLA LIAB													
		EXCESS LIAB		OCCUR								EACH OCCURRENCE	
				CLAIMS-MADE								AGGREGATE	
		DED		RETENTION									
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY													
ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)												PER STATUTE	OTH-ER
If yes, describe under DESCRIPTION OF OPERATIONS below												E.L. EACH ACCIDENT	
												E.L. DISEASE-EA EMPLOYEE	
												E.L. DISEASE-POLICY LIMIT	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Section)													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Regarding Event: Cycle Training. Palm Beach County Parks and Recreation is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.					

**CERTIFICATE HOLDER**

Palm Beach County Parks and Recreation  
2700 6th Avenue South  
Lake Worth FL 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**

*Non Profit Services Northeast, Inc.*

Holder Identifier : PBA

Certificate No: 570065927569



**LEUKEMIA &  
LYMPHOMA  
SOCIETY**

*fighting blood cancers*

[www.LLS.org](http://www.LLS.org)

January 7, 2015

**Palm Beach County Parks & Recreation/ Special Facilities  
2700 6<sup>th</sup> Avenue South  
Lake Worth FL, 33461  
Attn: Donald Perez**

**Re: Delegation of Authority  
To Whom It May Concern,**

The undersigned Louis J. DeGennaro, President and CEO, the designated representative of The Leukemia and Lymphoma Society, a Foreign Non Profit Corporation, hereby authorized Pamela Payne/ Executive Director to have acted on behalf of The Leukemia and Lymphoma Society on November 7<sup>th</sup> 2014 with respect to the review, negotiation and execution of the contractual agreement including, but not limited to, service agreements, access agreements, marketing agreements, advertising agreements and other vendor agreements.

This authorization is valid until further written notice.

Yours truly,

**Louis J. DeGennaro, Ph. D.  
President & CEO**

**National Office**

**1311 Mamaroneck Avenue, Suite 310, White Plains, NY 10605    tel 914.949.5213    fax 914.949.6891**

**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 9<sup>th</sup> day of November, 2017, 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 JMF Corporation, LLC, a Florida Limited Liability Company, 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 Sunday, November 19, 2017, at 8:00 AM, the date and time RENTER enters the amphitheater property, and will terminate Monday, November 20, 2017, 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: Griot Festival, as hereinafter referred to as "Event". 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 Amphitheater 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. **Non-Refundable Booking Deposit:** \$3,5000.00, to be paid at the time the Amphitheater rental date is confirmed, amount is credited to the Pre/Post Rental Settlement, attached hereto as **Exhibit "C"**.
- b. **Presettlement:** Fourteen (14) days prior to Event, RENTER shall make payment to COUNTY in accordance with the Pre/Post Rental Settlement form provided by COUNTY. Such Presettlement payment shall be credited to the Pre/Post Rental Settlement RENTER is required to pay immediately following the Event. Any additional charges that accrue after Presettlement payment of the Pre/Post Rental Settlement shall be due immediately following Event.
- c. **Amphitheater Rental:** The greater of, \$3,500.00, the Amphitheater's daily rental fee times the number of days the Term of this Agreement is effective plus any additional fees as outlined on **Exhibit "C"**, or 10% of the adjusted gross ticket sales up to \$12,000.00, the amount of which is applied to the Pre/Post Rental Settlement balance and paid by Sunday, November 19, 2017.

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

- d. **Final Settlement Payment:** Any payment made by RENTER pursuant to Section a-c above shall be subtracted from the Pre/Post Rental Settlement. Immediately following Event, RENTER shall pay COUNTY any and all balances due, including any additional fees and charges shown on the Pre/Post Rental Settlement form.
- e. **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 Pre/Post Rental Settlement balance.
- f. **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 immediately 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 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 Amphitheater is returned in

a condition satisfactory to the Department, the deposit will be refunded within forty-five (45) days following the date of the Amphitheater rental.

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 Pre/Post 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 Amphitheater 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 Amphitheater solely for the purpose for which this Agreement is entered into;
2. **remain** on-site for the duration of the rental setup and Event or assign an authorized representative who will be on-site to act on RENTER's behalf;
3. **accept** the Amphitheater and all equipment and improvements related to the rental in the condition existing as of the date of this Agreement;
4. **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;
5. **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;
6. **prohibit** any activity on the Amphitheater premises that may be considered contrary to community standards of appropriateness;
7. **assure** that all persons under RENTER's control conduct themselves in a socially acceptable manner;
8. **obtain** the Department's written approval prior to the use of any type of pyrotechnics;
9. **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; with the exception of generators that have been approved by the Department's representative;

10. **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;
  11. **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 Event;
  12. **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;
  13. **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 Event;
  14. **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;
  15. **acknowledge** that failure to deliver the required documentation referenced above may result in immediate 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;
  16. **remove** all equipment and materials owned by RENTER and subcontractors no later than the termination date and time specified in Article 1 above;
  17. **return** the Amphitheater 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;
  18. **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; and
  19. **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;
  2. **assign** 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"**;
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 well-being 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 sole discretion, 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 Event's start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during 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 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 Amphitheater:
  - RENTER elects to cancel 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 Event due to a public safety concern;
  - RENTER cancels 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 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 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 Event occurred as scheduled. COUNTY will not 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 / 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 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 Amphitheater. Though COUNTY may issue press releases and publish announcements regarding RENTER's use of the Amphitheater, 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. 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 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:



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 or no later than ten (10) days prior to the effective date hereof, 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) the condition of the Amphitheater 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 Amphitheater:** RENTER hereby assumes full responsibility for the character, acts, and conduct of all persons 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 immediately restore the Amphitheater, at its sole cost and expense, to the condition existing prior to such damage as determined by COUNTY. If RENTER fails to restore the Amphitheater 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 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, 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 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:

JMF Corporation  
Attn Jean Max St. Vill  
502 SE 26<sup>th</sup> Ave  
Boca Raton, FL 33435

21. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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, 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).
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 immediately upon receipt of COUNTY's notice.

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 and expression, or genetic information.
31. **Regulation; Licensing Requirements**: RENTER agrees to comply with all laws, ordinances and 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.
32. **Criminal History Records Check**: If RENTER's employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the RENTER shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The RENTER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the RENTER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.
33. **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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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:

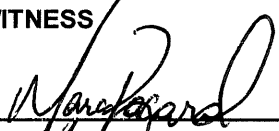
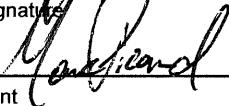
COUNTY:  
Board of County Commissioners

ATTEST:  
Clerk & Comptroller

\_\_\_\_\_  
Deputy Clerk

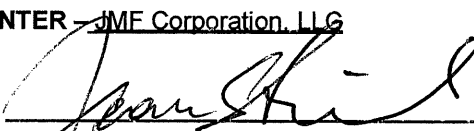
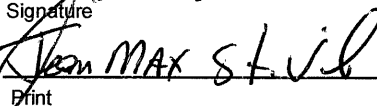
By: \_\_\_\_\_  
Mayor

WITNESS

  
Signature  
  
Print

11/2/2017  
Date

RENTER — JMF Corporation, LLC

By:   
Signature  
  
Print

11/2/2017  
Date

\_\_\_\_\_  
Title

APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:

County Attorney



APPROVED AS TO TERMS AND  
CONDITIONS:

Division Director



# EXHIBIT "A"

## AMPHITHEATER RENTAL AGREEMENT

### ***Rental Selection Form***

- ☒ **SUNSET COVE AMPHITHEATER:** Located in South County Regional Park  
20405 Amphitheater Circle  
Boca Raton



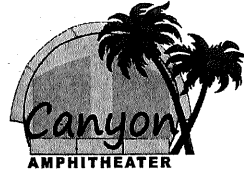
Seating for 6,000 – covered stage with rigging points – four dressing rooms – private restrooms – air conditioned back stage – covered vendor area with hook-up – public restrooms attached

- ☐ **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

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**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: Griot Festival

Rental to include:

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

Event scope and detail: A ticketed music event open to the public consisting of musical performances, food and art. Stage entertainment, alcohol, food and beverage and merchandise sales have been approved for this rental. Logistics for stage audio and vending sales are permitted. Use of venue load bars requires house approved rigging services to be secured by the renter in advance.

[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:

Host Certificate of Insurance, Liquor License

Amenities, Services & Equipment:

Procured By RENTER:

- ☒ Liquor
- ☒ Food and Beverages
- ☒ Vendor Merchandise
- ☒ Production Staff
- ☒ Generators
- ☒ Volunteers
- ☒ Signs / Banners
- ☒ Barbeques / Grills
- ☒ Stage Security Detail

Procured By:

Paid By:

N/A	COUNTY	RENTER	COUNTY *	RENTER
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Approved Cleaning Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> PBSO	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Local Law Enforcement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> EMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Sound and Light System	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> FOH Tent or Scaffolding	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/> Dumpster	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> MOT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Electrician	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Plumber	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Sound Technician	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tables	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Chairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Port-o-lets	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Light Towers	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Message Board	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Event Parking Crew	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Event Security Crew	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" 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.

In addition to such costs, 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 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 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...

PALM BEACH COUNTY PARKS AND RECREATION / AMPHITHEATERS - SCA- FOR PROFIT SETTLEMENT							
Event Name:				Event Date:		Event Venue: Sunset Cove	
Reservation #:			Household:		Organization Name:		
For Palm Beach County Parks & Recreation Staff Use							
Description	RecTrac Code	Cost	Quantity	Total	Tax	Account Line	GL Code
Advance Deposit \$3,500.00	SVC 13	\$3,500.00	0.00	\$0.00		2230-AMAD	131
Facility Rental Fee* (\$3,500.00 minimum or 10% of adjusted gross ticket sales, not to exceed \$12,000.00)	SCV 54	Adjusted Gross \$0.00	10% of Adjusted \$0.00	\$0.00	\$0.00	5207-4735	129
Parking Fee* 20% of parking fees collected	SCV 17	Total Parking \$0.00	20% of Total \$0.00	\$0.00	\$0.00	5207-4725-14	147
Parks & Recreation Other Fees- Janitorial*	SCV 27	\$20.00	0	\$0.00	\$0.00	5207-4729-09	145
Parks & Recreation Other Fees- Food Concession **	SCV 04 (Food & Beverage)	\$300.00	0	\$0.00		5207-4729-03	123
		\$600.00	0	\$0.00			
		\$900.00	0	\$0.00			
	SCV 53 (Alcohol)	\$500.00	0	\$0.00			
		\$1,000.00	0	\$0.00			
		\$2,500.00	0	\$0.00			
Parks & Recreation Other Fees Concession Souvenirs*	SCV 41 (other Concessions)	\$250.00	0	\$0.00	\$0.00	5207-4729-18	451
		\$500.00	0	\$0.00	\$0.00		
		\$750.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees - Production Services*	SCV 37	\$500.00	0	\$0.00	\$0.00	5207-4729-27	171
Parks & Recreation Other Fees/ Maintenance *	SCV 60 (Maintenance)	\$31.00	6	\$0.00	\$0.00	5221-4729-14	9
	SCV 61 (Electrician)	\$47.00	0	\$0.00	\$0.00		
	SCV 60 (Plumber)	\$31.00	0	\$0.00	\$0.00		
Security Deposit** (Not applicable toward Balance) (Refundable pending)	SCV 31	\$500 - \$3000	0	\$0.00		0001-2200-AMSD	903
Tax		\$0.00	Date Paid				
Final Settlement Subtotal with Tax		\$0.00					
Advance Deposit		\$0.00					
Pre Settlement Payment		\$0.00					
Balance Owed		\$0.00					
*Subject to sales Tax			Facility Manager		Date		
**Non-Taxable							

Payment Instructions : Please make all checks payable to Palm Beach Board of County Commissioners or "PBC-BOCC"

## EXHIBIT "D"

(1 of 2)


### AMPHITHEATER RENTAL AGREEMENT


### ***Insurance Requirements***

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.

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

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

 ☒ **Commercial General Liability:** RENTER 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 RENTER AND VENDOR shall maintain Liquor Liability coverage and the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of **\$1,000,000** Each Occurrence. The policy **must not exclude** either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.

If no admission or similar fee is charged at any type of 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 limit of liability of **\$1,000,000** Each Occurrence.

☐ **Participant Liability:** RENTER shall maintain Participant Liability at a limit of liability not less than **\$25,000** Each Occurrence.

☐ **Auto Liability:** RENTER 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 RENTER owns no automobiles, the Business Auto Liability requirement shall be amended allowing RENTER 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.

☐ **Professional Liability:** RENTER 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 RENTER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, RENTER 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, RENTER 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:** 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, the RENTER 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 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 a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

Palm Beach County Board of County Commissioners  
C/O Parks and Recreation Department  
Attn: Click or tap here to enter text.  
2700 Sixth Avenue South  
Lake Worth, Florida 33461

☐

**Umbrella or Excess Liability:** If necessary, RENTER 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, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/06/2017

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com		<b>THIS CERTIFICATION 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.</b>	
<b>INSURED</b>  JMF Corporation, LLC Jean Max ST vil 502 SE 26th Avenue Boynton Beach, FL 33435		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Evanston Insurance Company	35378
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	3DS5455-M1973772	SEE BELOW	SEE BELOW	MED EXP (Any one person)	\$ 5,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> Host Liquor Liability	3DS5455-M1973772	SEE BELOW	SEE BELOW	GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DEDUCTIBLE	\$ 1,000
		Retail Liquor Liability					\$
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
Certificate holder listed below is named as additional insured per attached CG 20 26 07 04 for the following dates: 10/28/2017, 11/19/2017 & 11/20/2017.  
Attendance: 4000, Event Type: Festival & Cultural Event - Outdoor.

CERTIFICATE HOLDER

CANCELLATION

<b>CERTIFICATE HOLDER</b> PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O SPECIAL EVENTS DEPARTMENT 2700 6TH Avenue South Lake Worth,, FL 33461	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Will Maddux</i>
---	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O SPECIAL EVENTS DEPARTMENT 2700 6TH Avenue South Lake Worth,, FL 33461
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**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 20<sup>th</sup> day of October 2017, 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 People's Trust Holdings, LLC, a Florida Limited Liability Company, 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 Saturday, December 9, 2017, at 8:00 AM, the date and time RENTER enters the amphitheater property, and will terminate Saturday, December 9, 2017, at 8:00 PM, 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: People's Trust Employee Appreciation Day, as hereinafter referred to as "Event". 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 Amphitheater 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. **Non-Refundable Booking Deposit:** \$3,500.00, to be paid at the time the Amphitheater rental date is confirmed, amount is credited to the Pre/Post Rental Settlement, attached hereto as **Exhibit "C"**.
- b. **Presettlement:** Fourteen (14) days prior to Event, RENTER shall make payment to COUNTY in accordance with the Pre/Post Rental Settlement form provided by COUNTY. Such Presettlement payment shall be credited to the Pre/Post Rental Settlement RENTER is required to pay immediately following the Event. Any additional charges that accrue after Presettlement payment of the Pre/Post Rental Settlement shall be due immediately following Event.
- c. **Amphitheater Rental:** The greater of, \$N/A, the Amphitheater's daily rental fee times the number of days the Term of this Agreement is effective plus any additional fees as outlined on **Exhibit "C"**, or N/A% of the adjusted gross ticket sales up to \$N/A, the amount of which is applied to the Pre/Post Rental Settlement balance and paid by N/A.

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

- d. **Final Settlement Payment:** Any payment made by RENTER pursuant to Section a-c above shall be subtracted from the Pre/Post Rental Settlement. Immediately following Event, RENTER shall pay COUNTY any and all balances due, including any additional fees and charges shown on the Pre/Post Rental Settlement form.
- e. **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 Pre/Post Rental Settlement balance.
- f. **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 immediately 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 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 Amphitheater is returned in



a condition satisfactory to the Department, the deposit will be refunded within forty-five (45) days following the date of the Amphitheater rental.

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 Pre/Post 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 Amphitheater 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 Amphitheater solely for the purpose for which this Agreement is entered into;
2. **remain** on-site for the duration of the rental setup and Event or assign an authorized representative who will be on-site to act on RENTER's behalf;
3. **accept** the Amphitheater and all equipment and improvements related to the rental in the condition existing as of the date of this Agreement;
4. **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;
5. **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;
6. **prohibit** any activity on the Amphitheater premises that may be considered contrary to community standards of appropriateness;
7. **assure** that all persons under RENTER's control conduct themselves in a socially acceptable manner;
8. **obtain** the Department's written approval prior to the use of any type of pyrotechnics;
9. **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; with the exception of generators that have been approved by the Department's representative;

10. **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;
  11. **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 Event;
  12. **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;
  13. **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 Event;
  14. **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;
  15. **acknowledge** that failure to deliver the required documentation referenced above may result in immediate 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;
  16. **remove** all equipment and materials owned by RENTER and subcontractors no later than the termination date and time specified in Article 1 above;
  17. **return** the Amphitheater 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;
  18. **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; and
  19. **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;
  2. **assign** 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"**;
  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 well-being 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 sole discretion, 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 Event's start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during 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 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 Amphitheater:
- RENTER elects to cancel 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 Event due to a public safety concern;
  - RENTER cancels 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 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 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 Event occurred as scheduled. COUNTY will not 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 / 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 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 Amphitheater. Though COUNTY may issue press releases and publish announcements regarding RENTER's use of the Amphitheater, 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. 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 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: Donald M. Perez Phone Number: (561) 966-7030

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 or no later than ten (10) days prior to the effective date hereof, 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) the condition of the Amphitheater 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 Amphitheater:** RENTER hereby assumes full responsibility for the character, acts, and conduct of all persons 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 immediately restore the Amphitheater, at its sole cost and expense, to the condition existing prior to such damage as determined by COUNTY. If RENTER fails to restore the Amphitheater 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 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, 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 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: Special Facilities Director  
2700 6th Avenue South  
Lake Worth, Florida 33461  
  
RENTER:  
  
People's Trust Holdings, LLC  
Attn Irina Schaeffer  
18 People's Trust Way  
Deerfield Beach, FL 33441
21. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
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, 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).
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 immediately upon receipt of COUNTY's notice.

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 and expression, or genetic information.
31. **Regulation; Licensing Requirements:** RENTER agrees to comply with all laws, ordinances and 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.
32. **Criminal History Records Check:** If RENTER's employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the RENTER shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The RENTER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the RENTER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.
33. **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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



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


ATTEST:  
Clerk & Comptroller

\_\_\_\_\_  
Deputy Clerk

WITNESS

Sheryl Levinson 10/2/17  
Signature Date  
Sheryl Levinson  
Print

RENTER - People's Trust Holdings, LLC

By:  10/2/17  
Signature Date  
Brett Frankel  
Print  
Chief Legal Officer  
Title

APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:

County Attorney

Anne Helgand  
Signature Date

APPROVED AS TO  
TERMS & CONDITIONS:

Division Director

Paul D. Cornell 10/18/17  
Signature Date

## EXHIBIT "A"

### AMPHITHEATER RENTAL AGREEMENT

#### ***Rental Selection Form***

- ☒ **SUNSET COVE AMPHITHEATER:** Located in South County Regional Park  
20405 Amphitheater Circle  
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

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



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:

Host Certificate of Insurance

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Amenities, Services & Equipment:

Procured By RENTER:

- |                                     |                    |                                     |                       |
|-------------------------------------|--------------------|-------------------------------------|-----------------------|
| <input checked="" type="checkbox"/> | 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 | <input checked="" type="checkbox"/> | Barbeques / Grills    |
| <input checked="" type="checkbox"/> | Production Staff   | <input checked="" type="checkbox"/> | Stage Security Detail |
| <input checked="" type="checkbox"/> | Generators         |                                     |                       |

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Procured By:

Paid By:

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

EXHIBIT “B-1”  
(2 of 2)

Amenities, Services & Equipment - continued:

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

In addition to such costs, 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 COUNTY’s procurement.

<sup>†</sup> 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...

PALM BEACH COUNTY PARKS AND RECREATION/ AMPHITHEATERS - SCA- FOR PROFIT SETTLEMENT INVOICE								
Event Name:			Household:		Event Date:		Event Venue:	
Reservation #:			Organization Name:					
For Palm Beach County Parks & Recreation Staff Use								
Description	Rec/Trac Code	Cost	Quantity	Total	Tax	Account Line	GL Code	
Advance Deposit \$5,500.00	SVC 13	\$5,500.00	0.00	\$0.00		2230-255AD	131	
Facility Rental Fee* (\$5,500.00 maximum or 10% of adjusted gross ticket sales, not to exceed \$12,000.00)	SCV 54	Adjusted Rate \$0.00	50.00	\$0.00	\$0.00	5207-4735	129	
Location "Out Fee"	SCV 59	\$250.00	0	\$0.00	\$0.00	5207-4735	129	
Parks & Recreation Other Fees- Pavilion Rentals*	SCV 32	\$155.00	0	\$0.00	\$0.00	5207-4729-01	121	
Parking Fee*	SCV 17	Total Fees \$0.00	50.00	\$0.00	\$0.00	5207-4725-14	147	
Park Program Activity Fees-Late Fees and Charges**	SCV 39	\$100.00	0	\$0.00		5207-4721-01	450	
Parks & Recreation Other Fees- Janitorial* (\$2.000 per/ hr)	SCV 27	\$20.00	0	\$0.00	\$0.00	5207-4729-09	145	
Parks & Recreation Other Fees- Food Concession **	SCV 04 (Food & Beverage)	\$100.00	0	\$0.00		5207-4729-03	123	
	SCV 53 (alcohol)	\$175.00	0	\$0.00				
Parks & Recreation Other Fees Concession Supplies*	SCV 40 (Event Related)	\$75.00	0	\$0.00	\$0.00	5207-4729-18	451	
	SCV 41 (Non Event Related)	\$50.00	0	\$0.00	\$0.00			
Parks & Recreation Other Fees - Production Services*	SCV 37	\$250.00	0	\$0.00	\$0.00	5207-4729-27	171	
Parks & Recreation Fees Other Late Entertainment Services*	SCV 07 (PBSO Supervisor)	\$57.00	0	\$0.00	\$0.00	5207-4729-15	126	
	SCV 07 (PBSO Deputy)	\$42.00	0	\$0.00	\$0.00			
Parks & Recreation Other Fees/ Maintenance *	SCV 60 (Maintenance)	\$31.00	0	\$0.00	\$0.00	5221-4729-14	9	
	SCV 61 (Electrician)	\$47.00	0	\$0.00	\$0.00			
	SCV 60 (Plumber)	\$71.00	0	\$0.00	\$0.00			
Parks/ Maintenance Materials**	SCV 29	\$0.00	N/A	\$0.00		5221-4729-12	10	
Contributions/ Donations**	SCV 35	\$0.00	0	\$0.00		5207-6600	149	
Security Deposit** (Not applicable toward balance) (Returnable pending final walkthrough)	SCV 31	\$500 - \$3000	0	\$0.00		0001-2700-AMSD	903	

Tax	\$0.00	Date Paid	
Pre Settlement Subtotal with Tax	\$0.00	00/00/0000	
Advance Deposit	\$0.00	00/00/0000	Render
Balance Owed	\$0.00	00/00/0000	Date
*Subject to sales Tax			
**Non-Taxable			

Payment Instructions : Please make all checks payable to Palm Beach Board of County Commissioners or "PBC-BOCC"

## EXHIBIT "D"

(1 of 2)


### AMPHITHEATER RENTAL AGREEMENT


### ***Insurance Requirements***

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.

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

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

 ☒ **Commercial General Liability:** RENTER 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 RENTER AND VENDOR shall maintain Liquor Liability coverage and the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of **\$1,000,000** Each Occurrence. The policy **must not exclude** either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.

If no admission or similar fee is charged at any type of 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 limit of liability of **\$1,000,000** Each Occurrence.

☐ **Participant Liability:** RENTER shall maintain Participant Liability at a limit of liability not less than **\$25,000** Each Occurrence.

☐ **Auto Liability:** RENTER 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 RENTER owns no automobiles, the Business Auto Liability requirement shall be amended allowing RENTER 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.

☐ **Professional Liability:** RENTER 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 RENTER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, RENTER 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, RENTER 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:** 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, the RENTER 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 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 a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

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



**Umbrella or Excess Liability:** If necessary, RENTER 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, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of 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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/07/2017

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 have ADDITIONAL INSURED provisions or 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 Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED People's Trust Holdings, LLC Attn: Joel Knofla 18 People's Trust Way, Suite 200 Deerfield Beach, FL 33441	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Guarantee and Liability Insurance INSURER C: Starstone National Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 16535 26247 25496

COVERAGES CERTIFICATE NUMBER: W3466512 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CPO 0276956-00	03/31/2017	03/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0276914-00	03/31/2017	03/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000 <input type="checkbox"/> CLAIMS-MADE			80568R171ALI	03/31/2017	03/31/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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	N/A	WC 0276957-00	03/31/2017	03/31/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: 2017 Employee Appreciation, December 9th, 2017 @ 8:00 Sunset Cove Amphitheater.  
  
General Liability includes Host Liquor Liability.  
  
Palm Beach County Board of County Commissioners is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Special Events Department 2700 6th Avenue South Lake Worth, FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Florida, Inc.		NAMED INSURED People's Trust Holdings, LLC Attn: Joel Knofla 18 People's Trust Way, Suite 200 Deerfield Beach, FL 33441
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Umbrella/ Excess policy is Follow Form.

# 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 9<sup>th</sup> day of November, 2017, 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 Bartman Productions 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 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 Saturday, December 16, 2017, at 8:00 AM, the date and time RENTER enters the amphitheater property, and will terminate Sunday, December 17, 2017, 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 Seabreeze 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: Winter Wonder Jam, as hereinafter referred to as "Event". 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 Amphitheater 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. Non-Refundable Booking Deposit: \$1,905.00, to be paid at the time the Amphitheater rental date is confirmed, amount is credited to the Pre/Post Rental Settlement, attached hereto as **Exhibit "C"**.
- b. Presettlement: Fourteen (14) days prior to Event, RENTER shall make payment to COUNTY in accordance with the Pre/Post Rental Settlement form provided by COUNTY. Such Presettlement payment shall be credited to the Pre/Post Rental Settlement RENTER is required to pay immediately following the Event. Any additional charges that accrue after Presettlement payment of the Pre/Post Rental Settlement shall be due immediately following Event.
- c. Amphitheater Rental: The greater of, \$1,905.00, the Amphitheater's daily rental fee times the number of days the Term of this Agreement is effective plus any additional fees as outlined on **Exhibit "C"**, or Seven (7)% of the adjusted gross ticket sales up to \$5,000.00, the amount of which is applied to the Pre/Post Rental Settlement balance and paid by Saturday, December 16, 2017.

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

- d. Final Settlement Payment: Any payment made by RENTER pursuant to Section a-c above shall be subtracted from the Pre/Post Rental Settlement. Immediately following Event, RENTER shall pay COUNTY any and all balances due, including any additional fees and charges shown on the Pre/Post Rental Settlement form.
- e. 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 Pre/Post Rental Settlement balance.
- f. 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 immediately 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 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 Amphitheater is returned in

a condition satisfactory to the Department, the deposit will be refunded within forty-five (45) days following the date of the Amphitheater rental.

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 Pre/Post 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 Amphitheater 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 Amphitheater solely for the purpose for which this Agreement is entered into;
2. **remain** on-site for the duration of the rental setup and Event or assign an authorized representative who will be on-site to act on RENTER's behalf;
3. **accept** the Amphitheater and all equipment and improvements related to the rental in the condition existing as of the date of this Agreement;
4. **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;
5. **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;
6. **prohibit** any activity on the Amphitheater premises that may be considered contrary to community standards of appropriateness;
7. **assure** that all persons under RENTER's control conduct themselves in a socially acceptable manner;
8. **obtain** the Department's written approval prior to the use of any type of pyrotechnics;
9. **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; with the exception of generators that have been approved by the Department's representative;

10. **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;
  11. **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 Event;
  12. **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;
  13. **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 Event;
  14. **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;
  15. **acknowledge** that failure to deliver the required documentation referenced above may result in immediate 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;
  16. **remove** all equipment and materials owned by RENTER and subcontractors no later than the termination date and time specified in Article 1 above;
  17. **return** the Amphitheater 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;
  18. **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; and
  19. **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;
  2. **assign** 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"**;
  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 well-being 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 sole discretion, 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 Event's start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during 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 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 Amphitheater:
- RENTER elects to cancel 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 Event due to a public safety concern;
  - RENTER cancels 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 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 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 Event occurred as scheduled. COUNTY will not 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 / 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 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 Amphitheater. Though COUNTY may issue press releases and publish announcements regarding RENTER's use of the Amphitheater, 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. 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 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: Donald M. Perez Phone Number: 561-966-7030

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 or no later than ten (10) days prior to the effective date hereof, 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) the condition of the Amphitheater 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 Amphitheater:** RENTER hereby assumes full responsibility for the character, acts, and conduct of all persons 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 immediately restore the Amphitheater, at its sole cost and expense, to the condition existing prior to such damage as determined by COUNTY. If RENTER fails to restore the Amphitheater 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 Amphitheater in any way including using nails, hooks, tacks, screws or any other faceting 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, 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 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: Special Facilities Director  
2700 6th Avenue South  
Lake Worth, Florida 33461  
  
RENTER:  
  
Bartman Productions LLC  
Attn Kyle M. McGrath  
153 Banyan Cir.  
Jupiter FL 33458
21. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
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, 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).
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 immediately upon receipt of COUNTY's notice.

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 and expression, or genetic information.
31. **Regulation; Licensing Requirements:** RENTER agrees to comply with all laws, ordinances and 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.
32. **Criminal History Records Check:** If RENTER's employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the RENTER shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The RENTER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the RENTER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.
33. **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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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**

**ATTEST:  
Clerk & Comptroller**

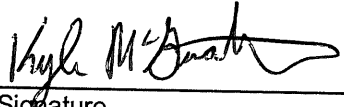
\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

**WITNESS**

 10/17/17  
Signature Date  
Donald Perez  
Print

**RENTER - Bartman Productions LLC**

By:  10/17/17  
Signature Date  
Kyle McGrath  
Print  
Owner  
Title


**APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:**

**County Attorney**

  
Signature Date

**APPROVED AS TO  
TERMS & CONDITIONS:**

**Division Director**

 11/2/17  
Signature Date

## EXHIBIT "A"

### AMPHITHEATER RENTAL AGREEMENT

#### ***Rental Selection Form***

- ☐ **SUNSET COVE AMPHITHEATER:** Located in South County Regional Park  
20405 Amphitheater Circle  
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

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**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: Winter Wonder Jam

Rental to include:

☒

Full Facility

☐

Restrooms

☐

Lawn

☐

Equipment / Materials *[Include Details Below]*

☐

Stage & Lawn

☐

Technicians / Staff Services *[Include Details Below]*

☐

Parking Areas

☐☐

Overflow Parking

☐

Event scope and detail: Gated and ticketed event with expected attendance of 2,000.

Approved event activities include: food and beverage concessions, merchandise concessions, alcohol concessions, live music and stage audio. Event area fencing is approved for installation on Saturday December 16, 2017 at 7:00am and must be removed from property by Sunday, December 17, 2017 at 2:00am.

[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:

Host Certificate of Insurance, Liquor License

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Amenities, Services & Equipment:

Procured By RENTER:

- |                                     |                    |                                     |                       |
|-------------------------------------|--------------------|-------------------------------------|-----------------------|
| <input checked="" type="checkbox"/> | 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 | <input checked="" type="checkbox"/> | Barbeques / Grills    |
| <input checked="" type="checkbox"/> | Production Staff   | <input checked="" type="checkbox"/> | Stage Security Detail |
| <input checked="" type="checkbox"/> | Generators         |                                     |                       |

Procured By:

Paid By:

N/A	COUNTY	RENTER		COUNTY *	RENTER
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Cleaning Service	<input type="checkbox"/>	<input checked="" 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"/>	Sound and Light System	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FOH Tent or Scaffolding	<input type="checkbox"/>	<input checked="" 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"/>	<input checked="" type="checkbox"/> Dumpster	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> MOT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Electrician	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Plumber	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Sound Technician	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tables	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Chairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Port-o-lets	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Light Towers	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Message Board	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Event Parking Crew	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Event Security Crew	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Fireworks / Pyrotechnics <sup>†</sup>	<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.

In addition to such costs, 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 COUNTY’s procurement.

<sup>†</sup> 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...

PALM BEACH COUNTY PARKS AND RECREATION / AMPHITHEATERS - SEABREEZE- FOR PROFIT SETTLEMENT INVOICE							
Event Name:				Event Date:		Event Venue:	
Reservation #:			Household:		Organization Name:		
For Palm Beach County Parks & Recreation Staff Use							
Description	RecTrac Code	Cost	Quantity	Total	Tax	Account Line	GL Code
Advance Deposit -	SCV 47	\$1,905.00	0.00	\$0.00		0001-2230-SEAD	88
Facility Rental Fee* (\$1995.00 maximum or 10% of adjusted gross ticket sales, not to exceed \$5,000.00)	SCV 79	Adjusted Gross \$0.00	20% of Adjusted \$0.00	\$0.00	\$0.00	5206-01-4735	126
Load-in/ Out Fee*	SCV 84	\$250.00	0	\$0.00	\$0.00	5206-01-4735	126
Equipment Rental - Light Tower	SCV 76	\$85.00	0	\$0.00	\$0.00	5206-01-4734	480
Parking Fee* 20% of Parking Fees	SCV 49	Total Parking \$0.00	20% of Total \$0.00	\$0.00	\$0.00	5206-01-4725-14	468
Park Program Activity Fees- Late Fees and Cancellation**	SCV 6	\$100.00	0	\$0.00		5206-01-4721-01	118
Parks & Recreation Other Fees- Janitorial* (\$20.00 per/ hr)	SCV 74	\$20.00	0	\$0.00	\$0.00	5206-01-4729-09	472
Parks & Recreation Other Fees- Food Concession **	SCV 03 (Food & Beverage)	\$100.00	0	\$0.00		5206-01-4729-03	122
	SCV 52 (Alcohol)	\$175.00	0	\$0.00			
Parks & Recreation Other Fees Concession Supervisor*	SCV 25 (Event Related)	\$100.00	0	\$0.00	\$0.00	5206-01-4729-18	464
	SCV 26 (Non Event Related)	\$100.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees - Production Services*	SCV 36 (Production Services)	\$250.00	0	\$0.00	\$0.00	5206-01-4729-27	470
	SVC 77 (Special Requests)	\$250.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees - Live Entertainment Services*	SCV 70 (PBSO Supervisor)	\$57.00	0	\$0.00	\$0.00	5206-01-4729-15	476
	SCV 76 (PBSO Deputy)	\$42.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees/ Maintenance *	SCV 86 (Maintenance)	\$31.00	0	\$0.00	\$0.00	5221-4729-14	9
	SCV 87 (Electrician)	\$47.00	0	\$0.00	\$0.00		
	SCV 86 (Plumber)	\$31.00	0	\$0.00	\$0.00		
Parks/ Maintenance Materials**	SCV 85	\$0.00	0	\$0.00		5221-4729-12	10
Contributions/ Donations**	SCV 33	\$0.00	0	\$0.00		5206-01-6600	455
Security Deposit** (Refundable pending final walkthrough)	SCV 73	\$500 - \$2000	0			0001-2200-SESD	904
				\$0.00			

Tax	\$0.00		
Pre Settlement Subtotal with Tax	\$0.00	PAYMENT DATE	
Advance Deposit	\$0.00	06/06/0000	Renter _____ Date _____
Balance Owed	\$0.00	06/06/0000	Facility Manager _____ Date _____
*Subject to sales Tax			
**Non-Taxable			

Payment Instructions : Please make all checks payable to Palm Beach Board of County Commissioners or "PBC-BOCC"

## EXHIBIT "D"

(1 of 2)

### AMPHITHEATER RENTAL AGREEMENT

### ***Insurance Requirements***

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.

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

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

 ☒

**Commercial General Liability:** RENTER 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 RENTER AND VENDOR shall maintain Liquor Liability coverage and the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of **\$1,000,000** Each Occurrence. The policy **must not exclude** either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.

If no admission or similar fee is charged at any type of 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 limit of liability of **\$1,000,000** Each Occurrence.

☐ **Participant Liability:** RENTER shall maintain Participant Liability at a limit of liability not less than **\$25,000** Each Occurrence.

☐ **Auto Liability:** RENTER 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 RENTER owns no automobiles, the Business Auto Liability requirement shall be amended allowing RENTER 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.

☐ **Professional Liability:** RENTER 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 RENTER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, RENTER 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, RENTER 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:** 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, the RENTER 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 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 a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

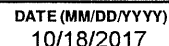
Palm Beach County Board of County Commissioners  
C/O Parks and Recreation Department  
Attn: Special Facilities Director  
2700 Sixth Avenue South  
Lake Worth, Florida 33461

☐

**Umbrella or Excess Liability:** If necessary, RENTER 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, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of 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.



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

<b>PRODUCER</b> HCC Specialty 401 Edgewater Place, Suite 400 Wakefield, MA 01880	<table border="1"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b></td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b></td> </tr> <tr> <td colspan="2"><b>PRODUCER CUSTOMER ID #:</b></td> </tr> </table>		<b>CONTACT NAME:</b>		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b>		<b>PRODUCER CUSTOMER ID #:</b>							
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<b>INSURED</b> Bartman Productions LLC 153 Banyan Cir Jupiter, FL 33458	<table border="1"> <tr> <td><b>INSURER(S) AFFORDING COVERAGE</b></td> <td><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A :</b> Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td><b>INSURER B :</b> United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A :</b> Lexington Insurance Company	19437	<b>INSURER B :</b> United States Fire Insurance Company	21113	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE			ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			X		SEL015503088	10/18/2017	12/19/2017	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/>	Liquor Liability* \$1M/\$1M							PERSONAL & ADV INJURY	\$ 1,000,000
B	<input checked="" type="checkbox"/>	Medical Expense				US965085	10/18/2017	12/19/2017	GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/>	ANY AUTO							BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS							BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	SCHEDULED AUTOS							PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	HIRED AUTOS								\$
	<input type="checkbox"/>	NON-OWNED AUTOS								\$
	<input type="checkbox"/>									\$
	<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/>	DEDUCTIBLE								\$
	<input type="checkbox"/>	RETENTION \$								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								WC STATU-TORY LIMITS	OTH - ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory In NH)								E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$
									E.L. DISEASE - POLICY LIMIT	\$

The Certificate Holder is added as Additional Insured with respects to our Insured's operations only.  
This insurance is primary and non-contributory as required by written contract.  
This coverage is with respect to Winter Wonder Jam event to be held 12/16/2017 - 12/16/2017 at Seabreeze Amphitheater Jupiter FL

### **CANCELLATION**

Palm Beach County Board of County Commissioners c/o Special Events Department 2700 Sixth Avenue South, Lake Worth, FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 