

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 4, 2023

Consent     Regular  
 Ordinance     Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **adopt** a Resolution, repealing Resolution 2011-1960, authorizing the County Administrator or designee to execute a standard Promoter Amphitheater Rental Agreement; and
- B) **delegate** authority to the County Administrator or designee, which shall be the Director or Deputy Director of the Parks and Recreation Department, to execute standard Promoter Amphitheater Rental Agreements and Amendments.

**Summary:** On December 6, 2011, the Board of County Commissioners (BCC) adopted Resolution 2011-1960 authorizing the County Administrator or designee to execute standard Amphitheater Rental Agreements used exclusively by promoter AEG Live SE, LLC (AEG). The Department wishes to repeal this resolution and instead adopt a new resolution that will establish a standard Promoter Amphitheater Rental Agreement that can be utilized by any qualified promoter. The standard Promoter Amphitheater Rental Agreement specifically identifies the responsibilities and expectations of the renter and holds the renter accountable for damages, personal injury, misrepresentation, payment of fees and charges, insurance coverage, and compliance with County ordinances and park rules and regulations. The Department processed 15 Promoter Amphitheater Rental Agreements within the last year and with the time frame necessary to bring matters before the BCC, staff is recommending that the BCC adopt a Resolution to repeal R2011-1960 and delegate authority to the County Administrator or designee to execute standard Promoter Amphitheater Rental Agreements and minor amendments that do not change the terms or conditions of the standard Promoter Amphitheater Rental Agreement. Countywide (AH)

**Background and Justification:** In the years since the standard Promoter Amphitheater Rental Agreement specific to AEG was adopted; the Department has received multiple requests from other qualified promoters to rent the County amphitheaters. Due to the anticipated frequency of amphitheater usage by promoters, staff is recommending that a resolution be adopted to execute a new standard Promoter Amphitheater Rental Agreement and delegate authority to the County Administrator or designee to enter into amendments to the standard Promoter Amphitheater Rental Agreement that do not change the terms or conditions of the Agreement.

**Attachment:** Resolution and standard Promoter Amphitheater Rental Agreement

Recommended by:   
Department Director

3/15/2023  
Date

Approved by:   
Assistant County Administrator

3/27/2023  
Date

**II. FISCAL IMPACT ANALYSIS**


**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>			Yes	No	<u>X</u>
<b>Does this item include use of federal funds?</b>			Yes	No	<u>X</u>

Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_  
 Object \_\_\_\_\_ /Revenue Source \_\_\_\_\_ Program \_\_\_\_\_

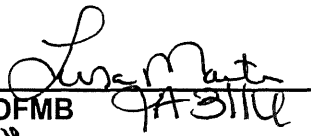
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**


There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

*for review  
for copy  
3/16*  
 3/16/2023  
 OFMB AS/114

 3/17/23  
 Contract Development & Control  
 md 3/17/23

**B. Legal Sufficiency:**

 3/27/23  
 Assistant County Attorney

**C. Other Departmental Review:**

\_\_\_\_\_  
 Department Director

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

RESOLUTION 2023-

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, REPEALING RESOLUTION 2011-1960; ADOPTING A STANDARD PROMOTER AMPHITHEATER RENTAL AGREEMENT; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE STANDARD PROMOTER AMPHITHEATER RENTAL AGREEMENT ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO ENTER INTO CERTAIN AMENDMENTS TO THE STANDARD PROMOTER AMPHITHEATER RENTAL AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners ("BCC") through its Parks and Recreation Department ("Department"), rents the use of County owned amphitheater(s); and

**WHEREAS**, the Department provides rental opportunities at its amphitheater(s) to provide entertainment; and

**WHEREAS**, the Department utilizes certain standard form documents in the conduct of its business; and

**WHEREAS**, Resolution 2011-1960 was adopted by the BCC on December 6, 2011, which authorized the County Administrator and the Director of the Parks and Recreation Department to execute standard AEG Amphitheater Rental Agreements for the Rental of County amphitheaters; and

**WHEREAS**, the Department desires to repeal Resolution 2011-1960 and its attached standard AEG Amphitheater Rental Agreement, and to adopt in its stead, a Standard Promoter Amphitheater Rental Agreement for use with any qualified promoter; and

**WHEREAS**, the delegation to the County Administrator or designee to execute the standard Promoter Amphitheater Rental Agreement would eliminate the delays caused by requiring such items to be brought before the BCC for approval; and

**WHEREAS**, the BCC desires to authorize the County Administrator or designee to execute a standard Promoter Amphitheater Rental Agreement and amendments on behalf of the BCC; and

**WHEREAS**, the execution of the standard Promoter Amphitheater Rental Agreement does not constitute policy-making decisions and are ministerial functions which the BCC wishes to delegate.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.
2. **Repeal of Resolution:** Resolution No. 2011-1960 is hereby repealed.
3. **Standard Promoter Amphitheater Rental Agreement.** The BCC hereby adopts a standard Promoter Amphitheater Rental Agreement ("Rental Agreement") in the form attached hereto and incorporated herein as Attachment "A".
4. **Delegation of Signature Authority.** The County Administrator or designee is hereby authorized to execute, on behalf of the BCC, Rental Agreements and (ii) authorizes

the County Administrator or designee to execute amendments to the Rental Agreement which do not change the terms or conditions of the Rental Agreement. It is the intention of the BCC that this delegation of signature authority is strictly limited to the parameters set forth herein. In the event there is any material deviation from the approved standard terms and conditions of the Rental Agreement, then approval of the BCC shall be required. The County Administrator's designee for the purpose of this Resolution shall include the Director and Deputy Director of the Parks and Recreation Department.

5. **Severability.** If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.
6. **Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Commissioner Gregg K. Weiss, Mayor  
Commissioner Maria Sachs, Vice Mayor  
Commissioner Maria G. Marino  
Commissioner Michael A. Barnett  
Commissioner Marci Woodward  
Commissioner Sara Baxter  
Commissioner Mack Bernard

The Mayor thereupon declared this Resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

By: Anne Ruggend  
Senior Assistant County Attorney

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

Joseph Abruzzo, Clerk of the Circuit Court &  
Comptroller  
Palm Beach County

By: \_\_\_\_\_  
Deputy Clerk

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

This Agreement is made as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY" and ( \_\_\_\_\_ ), hereinafter referred to as "RENTER", whose address is ( \_\_\_\_\_ )

**WITNESSETH:**

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

**WHEREAS**, RENTER desires to utilize the Facility to provide entertainment; and

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

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

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the COUNTY and RENTER hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Term:** The RENTER shall commence Facility rental beginning on Click or tap here to enter text. at Click or tap here to enter text. and shall complete all services by Click or tap here to enter text. at Click or tap here to enter text. for the purpose of a Click or tap here to enter text. Concert (the "event"), as more particularly described in **Exhibit "B"**, attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the COUNTY.
3. **Payments To County:** RENTER shall pay Click or tap here to enter text. advance deposit and additional fees as particularly described in **Exhibit "C"**, attached hereto and incorporated herein by reference, to COUNTY. RENTER shall also pay a refundable damage deposit in the amount of Click or tap here to enter text. to be refunded within 15 days of COUNTY determining the Facility was returned to COUNTY undamaged and in the same condition prior to RENTER's use of the Facility, normal wear and tear excepted.
4. **County Responsibilities:**
  - A. The COUNTY shall furnish for ordinary use, in consideration of the payment of the rental fee amount: a clean Facility; stocked restrooms and use thereof; drinking fountains; climate control in backstage portions of the Facility, dressing rooms and production office, and minimum management staff during the terms outlined in this Agreement.
  - B. COUNTY reserves the right through its Facility Manager and its representatives to approve the event including but not limited to the activities, equipment, materials, merchandising, entertainment and programs, and sponsors associated with the event in advance of booking the

event. RENTER agrees the event shall be conducted in accordance with all applicable laws and shall not violate any statutes prohibiting obscene, immoral or lewd conduct.

- C. COUNTY reserves the right through its Facility Manager and its representatives to enter any portion of the Facility and to reasonably and safely eject any objectionable person or persons from said Facility and upon the exercise of this authority, the RENTER hereby waives any right and all claims for damages against the COUNTY, except to the extent that such suits, losses, damages and expense arise from the COUNTY, the Facility manager, staff, its agents or employees willful misconduct or negligence. Notwithstanding the foregoing, COUNTY shall not enter dressing rooms, areas absent a bona fide emergency, or as necessary in the course of performing COUNTY's duties in connection with the event.
- D. The COUNTY reserves the right to remove from the Facility all effects remaining in the Facility after the term specified in Section 2 above, at the sole expense of RENTER and without any liability on the part of the COUNTY. The property will be considered abandoned if RENTER fails to claim any articles left at the Facility ten (10) days after the event. All abandoned property will be disposed of by the COUNTY at its sole discretion. RENTER shall incur additional fees in the event property is not removed or disposed within the allotted time.
- E. The COUNTY reserves the right to control the management and oversight of the Facility and enforce all county, state, local and federal rules. The Facility and keys shall at all times, be under the charge and control of the Facility Manager.
- F. The COUNTY shall have the sole right to collect and maintain the custody of any articles left, lost or checked in the Facility by persons attending any performance, exhibition or entertainment given or held in the Facility, and RENTER or any person in RENTER's employ shall not collect nor interfere with the collection or custody of such articles, other than to the extent such articles are the property of the RENTER, the performing artist, or the respective employees or vendors of RENTER.
- G. Any matters not herein expressly provided for shall be left to the sole reasonable discretion of the Facility Manager or County designee, whose decision shall be final.

5. **Renter's Responsibilities:**

- A. The RENTER shall not do or permit to be done anything in or upon any portion of the Facility or bring or keep anything therein or thereupon which in any way increase the rate of fire or public liability insurance, or which conflicts with the regulations of the Fire Department or with any county, state, local or federal rules and regulations.
- B. RENTER shall not, without the written consent of the COUNTY, put up or operate any engine or motor (other than rigging motors used to hang sound and lights), or machinery at the Facility, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the premises. RENTER shall not use pyrotechnics of any kind without the prior written approval of the COUNTY.
- C. RENTER shall not undertake or participate in any business, exhibit or activity during the rental period other than herein specified. RENTER shall not permit the Facility to be used for lodging or

for any purpose deemed improper, immoral or objectionable. RENTER shall neither assign, except to an affiliate or parent company under common control, this Agreement without the prior written consent of the COUNTY nor suffer any use of said Facility other than herein specified, nor shall RENTER sublease the Facility in whole or in part.

- D. RENTER represents that it has not inspected the Facility, but accepts the Facility in it's "as is" condition for use for the Event..
- E. RENTER shall arrange and pay for the printing of tickets, the form and content of which shall be approved by COUNTY and shall be in accord with generally accepted accounting principles.
- F. RENTER shall not admit into the Facility a larger number of persons than the area of capacity will accommodate without the written consent of the COUNTY. Discrepancies regarding the capacity shall be determined by the Facility Manager whose decision regarding maximum capacity shall be final.
- G. RENTER hereby expressly waives any and all claims for compensation for any and all loss or damage sustained because of the failure or impairment of the water supply or electrical systems, leading to or on the Facility premises, except to the extent that such losses, damages and expense arise from the COUNTY, the Facility manager, staff, its agents or employees willful misconduct or negligence.
- H. RENTER shall be responsible for ascertaining what licenses or permits are necessary to be obtained under the Copyright Regulations of Title 17 of the United States Code. Further, the RENTER agrees to indemnify the COUNTY and its agents for any expenses incurred as a result of the failure to obtain said licenses or permits, including, but not limited to fines or damages collected against the COUNTY or COUNTY's agents, any attorney's fees and court costs, and for any expenses incurred as a result of RENTER's failure to otherwise satisfy said regulations. If any additional requirements such as specialty certifications, licenses and/or memberships are applicable to the event, RENTER shall attach a copy of each to this Agreement as **Exhibit "E"**, attached hereto and incorporated herein by reference.
- I. RENTER shall break down and remove all equipment and other materials it brings to the Facility immediately upon completion of the rental, and shall leave the Facility in the same condition the Facility was in prior to the rental, normal wear and tear excepted.
- J. All vehicles belonging to RENTER or RENTER's employees or agents shall be parked in agreed upon assigned areas.
- K. RENTER shall comply in all material respects with all federal and state laws and regulations and all applicable COUNTY ordinances and regulations and all Department policies, procedures, rules and regulations.

6. **Cancellation and Postponement of Event:**

- A. In the event emergency conditions arise which may affect public safety, RENTER's use of the Facility may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of Nature or issuance of an executive order indicating a state of general emergency, riots,

strikes, virus, pandemic, epidemics, and any unforeseeable circumstances affecting public safety (Force Majeure"), as determined by COUNTY and/or RENTER (each a "Force Majeure Event") as well as for any reason beyond the parties' reasonable control, including but not limited to death, accident, or illness to the performing artist or an immediate family member then the COUNTY and/or the RENTER may cancel or postpone this Agreement upon reasonable notice. In the event of a Force Majeure Event, COUNTY and RENTER may negotiate another date for rental of the Facility by RENTER, upon the same terms and conditions of this Agreement. If an alternate date cannot be agreed upon by both parties within five (5) business days after cancellation, a refund, less expenses incurred by the COUNTY on behalf of RENTER, shall be made to RENTER, and the parties shall be relieved of any further liability or obligation to one another. COUNTY shall not be liable for any lost profits or damages claimed by RENTER, nor vice versa. COUNTY reserves the right, without liability, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests. Notwithstanding anything else contained herein, a Force Majeure Event shall include government restrictions or recommendations, that restrict public gatherings, reduce the capacity of the event, or adversely impact admission to the Facility or operation of the event.

- B. If in the reasonable discretion of COUNTY, following notice and a reasonable opportunity to cure, RENTER is not using the Facility in accordance with this Agreement, this Agreement shall be terminated, and no refund shall be made to RENTER.
7. **Performing Rights:** COUNTY shall not use or endorse the RENTER's name or likeness, except the COUNTY may photograph and/or record both the audio and visual aspects of the rental, for the sole purpose of future promotion of the Facility. All broadcasting, recording and photography must be approved in advance by RENTER. RENTER reserves the right to videotape and record performance for archival purposes.
8. **Assignment:** RENTER shall not assign, transfer or otherwise encumber this Agreement or any part thereof, in any manner without the prior written consent of the COUNTY, except to a parent or affiliate company under common control. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
9. **Representatives:** The COUNTY's representative for this Agreement is [Click or tap here to enter text.](#), telephone no. [Click or tap here to enter text.](#). The RENTER's representative for this Agreement is [Click or tap here to enter text.](#), telephone no. [Click or tap here to enter text.](#).
10. **Damages:** If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the RENTER, or the RENTER's agents, employees, contractors, guests or any persons admitted into the Facility by RENTER, RENTER shall pay to the COUNTY such sum as shall be necessary to restore said damaged Facility to its original condition. The RENTER hereby assumes full responsibility for the character, acts and conduct of all RENTER's employees admitted into the Facility by the consent of the RENTER or by or with the consent of any persons acting for or on behalf of the RENTER, and the RENTER agrees to have on hand at all times, at its own expense, such security forces as outlined in **Exhibit "A"**.

RENTER shall not injure, mar, nor in any manner deface the Facility, and shall not cause or permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced; and will



not drive or permit to be driven nails, hooks, tacks, or screws into any part of the Facility. RENTER shall not paint anything within the Facility. RENTER shall not post or exhibit or allow to be posted or exhibited, signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front of the Facility without the Facility Manager's prior written approval.

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

- 11. **Indemnification:** RENTER shall conduct its activities and the activities of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the COUNTY, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of RENTER, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of RENTER, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or on the use of the Facility by RENTER, its agents, employees or subcontractors, except to the extent such claims, suits, actions, damages, liabilities, expenditures or causes of action is caused by the negligence or willful misconduct of COUNTY. COUNTY shall not be liable for any property damage or bodily injury sustained by RENTER, its employees, agents or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement, except to the extent such property damage or bodily injury is caused by the negligence or willful misconduct of COUNTY. This provision shall survive termination or expiration of this Agreement.
- 12. **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 Event.
- 13. **Notices:** All notices required in this Agreement shall be in writing and shall be delivered or sent by electronic mail, or certified mail, return receipt requested, or via FedEx, UPS, or other recognized private overnight delivery service, prepaid. Notice shall be addressed as set forth below, provide however, either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein. Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by signature (or date of first refusal, if that be the case.

if sent to the COUNTY:

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

and if sent to the RENTER:  
Click or tap here to enter text.  
Click or tap here to enter text.

Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text.

- 14. **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.
- 15. **Authorization:** Any individual executing this Agreement on behalf of RENTER warrants he or she has full legal authority to do so, and his/her execution shall bind the RENTER, its employees, agents and subcontractors to the terms and conditions herein.
- 16. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 17. **Arrears:** The RENTER shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The RENTER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 18. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the RENTER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 20. **Access and Audits:** If 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 five (5) 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.

21. **Entirety of Contractual Agreement:** The COUNTY and the RENTER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
22. **Waiver:** Failure of COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
23. **Nondiscrimination:** The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the RENTER warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.
24. **No Third Party Beneficiary:** No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or RENTER.
25. **Counterparts:** This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. RENTER shall execute by manual means only, unless the COUNTY provides otherwise.
26. **E-verify – Employment Eligibility:** RENTER warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of RENTER's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

RENTER shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. RENTER shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that RENTER has knowingly

violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that RENTER's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify RENTER to terminate its contract with the subcontractor and RENTER shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, RENTER shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, RENTER shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

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

**PALM BEACH COUNTY FOR IT'S BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Date  
Director / Deputy Director  
Palm Beach County Parks and Recreation Department

**WITNESS**

**RENTER** - [Click or tap here to enter text.]

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print

By: \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print  
\_\_\_\_\_  
Title

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

**Senior Assistant County Attorney**

\_\_\_\_\_  
Signature Date

**APPROVED AS TO TERMS & CONDITIONS:**

**Division Director**

\_\_\_\_\_  
Signature Date

**EXHIBIT "A"**  
**Rental Selection Form**

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



Capacity is 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



Capacity is 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



Capacity is 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"

## PROMOTER AMPHITHEATER RENTAL AGREEMENT

### Rental Scope & Detail

Event Name: \_\_\_\_\_

Rental to include:

- |   |  |
|---|--|
| <input 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: \_\_\_\_\_

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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)

**PROMOTER AMPHITHEATER RENTAL AGREEMENT**

**Rental Scope & Detail**

Specialty Certificates, Licenses, and Memberships:

Identify certificates, licenses, and memberships required pursuant to provision 5.H. of the Promoter Amphitheater Rental Agreement. Submit such documents with this *Rental Scope & Detail* or indicate the date such documents will be delivered to the Department:

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Amenities, Services & Equipment:

**Procured By RENTER:**

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

**Procured By:**

**Paid By:**

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



**EXHIBIT "B-1"**  
(2 of 2)

Amenities, Services & Equipment - continued:

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

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

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"**

**PROMOTER AMPHITHEATER RENTAL AGREEMENT  
Rental Fees and Charges**

Promoter Event Fees: Renter shall pay the following to COUNTY:

Fee Type	Amount	Due by
<b>TOTAL DUE</b>		
Advance Deposit (Will be credited to total amount due)		

\* Denotes a flat rate determined by the scope and logistics of the special event and its impacts to the park.

**EXHIBIT "D"**

(1 of 2)

**PROMOTER 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.