

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: December 5, 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 receive and file: an executed Special Events Rental Agreement with Battle Bros LLC, for the South Florida Tacos and Treats Festival at John Prince Park, for the period October 12, 2023 through October 16, 2023. This event generated \$7,927 in revenue, with \$2,427 in direct expenses; thus providing a net fiscal impact of \$5,500.


Summary: The Parks and Recreation Department assists users in obtaining the necessary permits to hold special events in County Parks. This Special Events Rental Agreement has been fully executed on behalf of the Board of County Commissioners (BCC) by the Director of the Parks and Recreation Department in accordance with Resolution R2021-1552. The Department is now submitting this Agreement in accordance with County PPM CW-O-051, which requires all delegated agreements to be submitted by the initiating Department to the BCC as a receive and file agenda item. District 3 (AH)

Background and Justification: A resolution providing authority to execute Special Events Rental Agreements with event organizers (Resolution R2021-1552) was adopted by the BCC to be used for larger more complex events requiring a significant amount of logistical coordination. The BCC granted the Director of the Parks and Recreation Department authority to execute Special Events Rental agreements and amendments with event organizers.

Attachment: Special Events Rental Agreement

Recommended by: 
Department Director

11/7/2023
Date

Approved by: 
County Administrator

11/22/23
Date

II. FISCAL IMPACT ANALYSIS

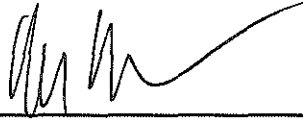
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>2,427</u>	_____	_____	_____	_____
External Revenues	<u>(7,927)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(5,500)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>
Does this item include use of State Funds?		Yes	_____	No	<u>X</u>

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

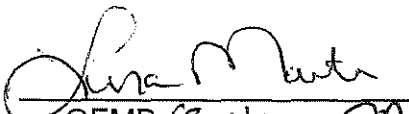
B. Recommended Sources of Funds/Summary of Fiscal Impact:

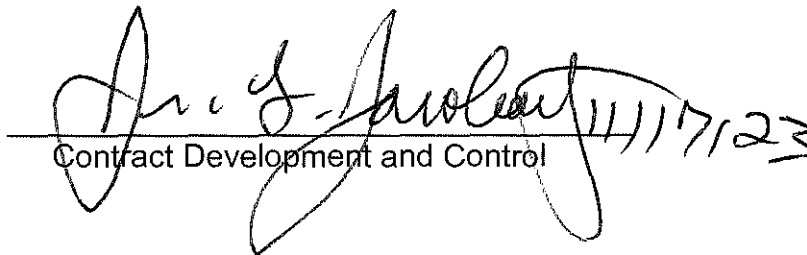
Contractor	Revenue	Expense
Battle Bros LLC	\$7,927	\$2,427
Totals	\$7,927	\$2,427

C. Departmental Fiscal Review:  _____

III. REVIEW COMMENTS

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

 11/13/23
 OFMB CB 11/13 JA 11/13

 11/17/23
 Contract Development and Control

B. Legal Sufficiency:

 11-20-23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**SPECIAL EVENTS RENTAL AGREEMENT FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

THIS SPECIAL EVENT RENTAL AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 6th day of October, 2023, 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 BATTLE BROS 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," seeks to provide qualified entities the opportunity to conduct organized special events in exchange for the payment of rent ; and

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

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

1. **Term:** This Agreement is effective October 12th at 8:00 AM, the date and time RENTER is scheduled to enter the special event area, and will terminate October 16th at 5:00PM, the date and time RENTER is scheduled to completely vacate the special event area.

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

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

2. **Special Event Area:** The Special Event Area available for use by RENTER hereinafter referred to as "Special Event Area", 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 Special Event Area is specifically limited to the production and conduct of a certain event promoted as South Florida Tacos and Treats Festival 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"**.
4. **Rental Fees and Charges:**
 - a. **Advance Deposit:** RENTER will remit payment of the Advance Deposit in the amount of N/A by N/A. The Advance Deposit is non-refundable and will be credited towards the total amount due with the exception of Section 5, Termination as more particularly described below.

- b. **Security Deposit:** RENTER will remit payment of the Security Deposit in the amount of \$500.00 by N/A [Paid]. The Security Deposit is refundable following the Event, provided there are no damages to the Special Event Area and no further clean-up is required. The Security Deposit may be fully or partially retained as compensation for damages or cost of clean-up.
 - c. **Fee:** The Special Event Area fee will be determined by the rental scope and logistics of the Event and its impacts to the park in accordance with **Exhibit "C"** attached hereto. All fees and charges are calculated as of the effective date of this agreement and are subject to adjustment.
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 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 Special Event Area premises. Additionally, in the event of such termination, RENTER's Deposits 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 Special Event Area 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 Special Event Area and it's improvements as is, 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 Special Event Area's amenities;
 5. **adhere** to the directives of the Department's representatives including, but not limited to, use and handling of COUNTY owned equipment, assignment of designated parking areas, locations for offloading and equipment, and acceptable noise levels;
 6. **prohibit** any activity on the Special Event Area 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 as determined by the Department, the final decision regarding all issues related to ticketing, attendance and capacity will be made by the Department's designated representative for the Event;
 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 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 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 Special Event Area 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 Special Event Area 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 Special Event Area 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 Special Event Area.
- b. COUNTY agrees to:
1. **deliver** the Special Event Area and associated premises in a safe, clean, and orderly condition;

2. **assign** staff to provide coordination and oversight for 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, technical staff and skilled maintenance as specified on the Rental Scope and Detail, attached hereto as **Exhibit“B-1”**;
 4. **retain** control of the Special Event Area and all operations conducted on the Special Event Area 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 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 Special Event Area 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 Special Event Area 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 Special Event Area 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 Special Event Area:
- RENTER elects to cancel Event rather than accept the delayed start time ordered by COUNTY due to a public safety concern;
 - RENTER and COUNTY fail to mutually 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 Special Event Area;
 - RENTER misrepresents its intended use of the Special Event Area including acting as a broker or agent by attempting to re-let the Special Event Area;
 - RENTER's use of the Special Event Area 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 Special Event Area 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 Special Event Area 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 Special Event Area together with all fees and charges due and owed the same as if RENTER's use of the Special Event Area 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 Security 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 this 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 Special Event Area. Though COUNTY may issue press releases and publish announcements regarding RENTER's use of the Special Event Area, including postings on COUNTY websites and social media sites, such announcements are intended solely for the purpose of raising public awareness of the Special Event Area 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 Special Event Area in a manner that suggests a relationship other than owner and renter. Any use of the COUNTY, Department or Special Event Area 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 Special Event Area 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 Special Event Area 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 Special Event Area. Any attempt to re-let the Special Event Area 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: Indira Persaud Phone Number: 561 966-6626
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 Special Event Area. 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 Special Event Area 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 Special Event Area:** RENTER hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the Special Event Area by or with the actual or constructive consent of any person acting for or on behalf of RENTER. If the Special Event Area, 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 Special Event Area, at its sole cost and expense, to the condition existing prior to such damage as determined by COUNTY. If RENTER fails to restore the Special Event Area 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 Special Event Area in any way including using nails, hooks, tacks, screws or any other fastening device. RENTER is also prohibited from painting any areas of the Special Event Area. No signs, advertisements, show-bills, lithographs, posters, placards or any other such items are to be posted or otherwise displayed anywhere on the Special Event Area 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 Special Event Area 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 Special Event Area 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 Special Event Area 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: Indira Persaud
2700 6th Avenue South
Lake Worth, Florida 33461

RENTER:

Battle Bros LLC
Attn: Jacob Schmalenberger
3046 Atazar Way
Melbourne, FL 32940
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 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.
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:** 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 Agreement, 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 Agreement.

31. **Regulation; Licensing Requirements:** RENTER agrees to comply with all laws, ordinances and regulations applicable to its use and rental of the Special Event Area premises. RENTER is presumed to be familiar with all applicable federal, state, and local laws, ordinances, codes and regulations.
32. **Criminal History Records Check:** The RENTER, RENTER's employees, subcontractors of the RENTER and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The RENTER is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the RENTER acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced resolutions, as amended. COUNTY staff representing the COUNTY department will contact the RENTER(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The RENTER shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the RENTER or its subcontractor(s) terminates an employee who has been issued a badge, the RENTER must notify the COUNTY within two (2) hours. At the time of termination, the RENTER shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend and terminate this Agreement if the RENTER 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated RENTER employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

33. **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.
34. **Entirety of Agreement:** COUNTY and RENTER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None

of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

35. **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.

ATTEST:
Clerk of the Circuit Court & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

Deputy Clerk

By: *Janif E Ciullo* 10/16/23
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

WITNESS

RENTER - BATTLEBROS LLC

Elijah Newkirk 9/26/2023
Signature Date
Elijah Newkirk
Print

By: *Jake Schmalenberger* 9/26/2023
Signature Date
Jake Schmalenberger
Print
Owner
Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO
TERMS & CONDITIONS:

County Attorney

Division Director

Anne DeFest 10-3-23
Signature Date

Paul R. Lee 10-6-23
Signature Date

EXHIBIT "A"

SPECIAL EVENT RENTAL AGREEMENT

Special Event Area Designation Form

Park: John Prince Park

Location: John Prince Park – Special Events Area

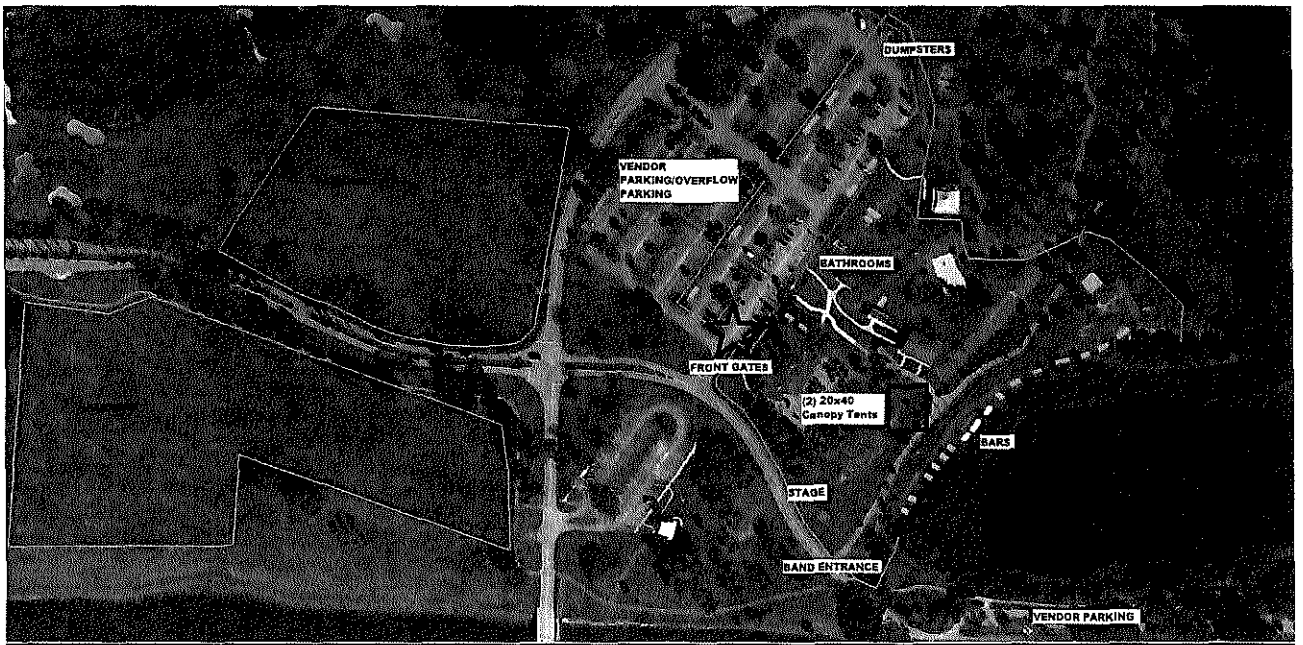


EXHIBIT "B"

SPECIAL EVENT RENTAL AGREEMENT

Rental Scope & Detail

Event Name: South Florida Tacos and Treats Festival

Rental to include:



Full Special Event Area



Restrooms



Pavilion



Equipment / Materials *[Include Details Below]*



Parking Areas



Technicians / Staff Services *[Include Details Below]*



Overflow Parking



Event scope and detail: South Florida Tacos and Treats Festival is a two day festival event featuring food vendors, drinks, live music, and family activities. The event will be family friendly and taking place from 12:00 PM to 6:00 PM October 14th, and 15th. Palm Beach County will be providing the special event area, parking areas, water access, onsite restrooms, garbage cans throughout the event area, and keys to the park gates. Alcohol will be permitted, amplified sound will be permitted, vendors will be permitted.

Battle Bros LLC will bring in all necessary logistics, including tents, tables, chairs, stage production equipment, generators, portolets, dumpsters, etc. Battle Bros LLC will secure parking attendants, security officers, and law enforcement for the event. Battle Bros LLC will appropriately staff the event to ensure safety of the attendees, and will return the rental area to its original condition following the event. *[Attached additional pages as needed.]*

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

EXHIBIT "B-1"

(1 of 2)

SPECIAL EVENT RENTAL AGREEMENT

Rental Scope & Detail

Specialty Certificates, Licenses, and Memberships:

Identify certificates, licenses, and memberships required pursuant to provision 6.a.13. of the Special Event 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 and Liquor License

Amenities, Services & Equipment:

Procured By RENTER:

- | | | | |
|-------------------------------------|---------------------|-------------------------------------|--------------------|
| <input checked="" type="checkbox"/> | Liquor | <input checked="" type="checkbox"/> | Generators |
| <input checked="" type="checkbox"/> | Food and Beverages | <input checked="" type="checkbox"/> | Signs / Banners |
| <input checked="" type="checkbox"/> | Merchandise Vendors | <input checked="" type="checkbox"/> | Barbecues / Grills |
| <input checked="" type="checkbox"/> | Production Staff | <input checked="" type="checkbox"/> | Volunteers |

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 checked="" 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"/>	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"/>

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"/>	Maintenance Overtime	<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 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Message Boards	<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"/>
<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 Rental Fees and Charges (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 Special Event Area. 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"

SPECIAL EVENT RENTAL AGREEMENT

Special Event Area Rental Fees and Charges

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

Fee Type	Amount	Due by
Special Event Impact Fee – Negotiated Rate	\$5500.00	Monday, October 2, 2023
Parks Maintenance Overtime (4 Staff)	\$1,944.00	Monday, October 2, 2023
Security Deposit (Refundable Following the Event)	\$500.00	N/A [Paid]
Taxes	\$483.86	
TOTAL DUE	\$7,927.86	
Advance Deposit (Will be credited to total amount due)	N/A	N/A

* 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)

SPECIAL EVENTS 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

EXHIBIT "D"

(2 of 2)

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.

- 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: Indira Persaud
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)
9/19/2023

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).

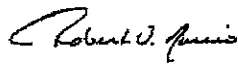
PRODUCER R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602	CONTACT NAME: Robert V. Nuccio
	PHONE (A/C, No., Ext): (800) 364-2433 FAX (A/C, No.): (818) 980-1595 E-MAIL ADDRESS: support@rvnuccio.com
INSURED Battle Bros LLC 3046 Atazar Way Melbourne, FL 32940	INSURER(S) AFFORDING COVERAGE INSURER A: Fireman's Fund Insurance Company NAIC # 21873
	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 <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UST022072230 NAEP112446	10/12/2023	10/17/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES	\$ 50,000
							MEDICAL EXPENSE	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Liquor Liability			UST022072230	10/12/2023	10/17/2023		1,000,000
A	Care Custody Control Liability			UST022072230	10/12/2023	10/17/2023		\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured: Palm Beach COUNTY, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents.

CERTIFICATE HOLDER Palm Beach COUNTY, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents. 2700 6th Avenue South Lake Worth, FL 33461	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 Robert V. Nuccio 
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