

II. FISCAL IMPACT ANALYSIS

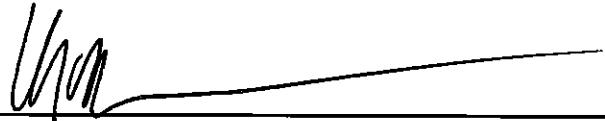
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	7,274				
External Revenues	(20,400)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(13,126)	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget:	Yes	X	No		
Does this item include use of Federal Funds?	Yes		No	X	
Does this item include use of State Funds?	Yes		No	X	

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

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

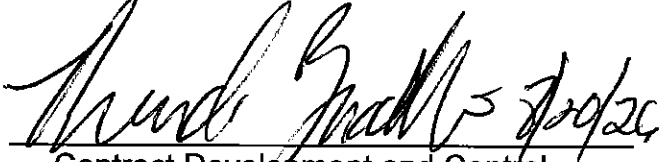
Renter	Revenue	Expense
Pulse of Asia LLC	20,400	7,274
Totals	20,400	7,274

C. Departmental Fiscal Review: 

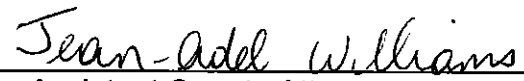
III. REVIEW COMMENTS

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

 8/20/26
OFMB
8/19

 8/20/26
Contract Development and Control
8.20.26

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

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

This Agreement is made as of the 29th day of April, 2026, 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 Pulse Of Asia LLC, hereinafter referred to as "RENTER", whose address is 2516 W Ivy Street, Tampa, FL 33607 UN.

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 Monday, June 15, 2026 at 8:00 AM, and shall complete all services by Tuesday, June 23, 2026 at 5:00 PM, for the purpose of a Wat3r Fest 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 \$4,000.00, 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 \$500.00, to be refunded within 15 days of COUNTY determining the Facility was returned to COUNTY undamaged and in the same condition prior to RENTER's use of the Facility, 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: Indira Persaud, telephone no. 561 966-6626. The RENTER's representative for this Agreement is Luyen Nguyen, telephone no. 714 815-7372.
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:

Pulse Of Asia LLC
Attn: Luyen Nguyen
2516 W Ivy Street
Tampa, FL 33607 UN

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 R2025-0748, 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, 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.

27. **Human Trafficking Affidavit:** RENTER warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. RENTER has executed **Exhibit "E"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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: Wat3r Fest

Rental to include: ☒ Full Facility ☐ Restrooms

☐ Lawn	☐ Equipment / Materials <i>[Include Details Below]</i>
☐ Stage & Lawn	☐ Technicians / Staff Services <i>[Include Details Below]</i>
☐ Parking Areas	☐ _____
☐ Overflow Parking	☐ _____

Event scope and detail: A ticketed music event open to the public consisting of international Asian DJ's Act musicians. Stage entertainment, alcohol, food and beverage and merchandise sales have been approved for this rental. Logistics for stage audio are permitted. Use of venue load bars requires rigging services to be secured by renter and approved by amphitheater management in advance. Stage pyrotechnics have not been approved for this rental on June 20, and June 21, 2026. Sound curfew is 11:00 PM on Saturday and 10:00 PM on Sunday. Alcohol sales are required to end at 10:30 PM on Saturday and 9:30 PM on Sunday. Merchandise and, Food and Beverage Sales are required to end at 10:45 PM on Saturday and 9:45 PM on Sunday. Venue Dressing Rooms are required to be cleared for janitorial access by renter no later than 12:30 AM on both event days. All venue access points and parking lots must always remain clear for emergency access. Renter Representative, Production Supervisor, Parking and Security Supervisor, Concessions Supervisor, Law Enforcement Supervisor and Fire Rescue Personnel are required to attend an onsite Safety and Security meeting with County staff a

minimum of thirty (30) minutes prior to opening gates to the public on days the event is open to the public. Amphitheater management must approve all event activities in writing.

_____ *[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:

Host Certificate of Insurance, Liquor License, Drone License

Amenities, Services & Equipment:

Procured By RENTER:

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

Procured By:

Paid By:

N/A	COUNTY	RENTER		COUNTY *	RENTER
☐	☒	☐ Approved Cleaning Service		☐	☒
☐	☐	☒ PBSO		☐	☒
☒	☐	☐ Local Law Enforcement		☐	☐
☐	☐	☒ EMS		☐	☒
☐	☐	☒ Sound and Light System		☐	☒
☐	☐	☒ FOH Tent or Scaffolding		☐	☒

EXHIBIT “B-1”
(2 of 2)

Amenities, Services & Equipment - continued:

Procured By:			Paid By:	
N/A	COUNTY	RENTER	COUNTY *	RENTER
☐	☒	☐ Dumpster	☐	☒
☐	☒	☐ MOT	☐	☒
☐	☒	☐ Electrician	☐	☒
☐	☒	☐ Plumber	☐	☒
☐	☒	☐ Sound Technician	☐	☒
☐	☐	☒ Tents	☐	☒
☐	☐	☒ Tables	☐	☒
☐	☐	☒ Chairs	☐	☒
☐	☐	☒ Port-o-lets	☐	☒
☐	☐	☒ Light Towers	☐	☒
☒	☐	☐ Message Board	☐	☐
☐	☐	☒ Event Parking Crew	☐	☒
☐	☐	☒ Event Security Crew	☐	☒
☒	☐	☐ Fireworks / Pyrotechnics †	☐	☐
☐	☐	☐ _____	☐	☐
☐	☐	☐ _____	☐	☐

* 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
Amphitheater Rental Fee	\$4,000/day or 10% of adjusted gross ticket sales up to \$12,000 which ever is greater	6.26.26
Parking Fee	20% of collected fees including sales tax	6.26.26
Load in/out Fee	\$350.00 per 10 hrs	5.29.26
House Sound Technician	\$700.00 for 10 hrs \$1,240.00 for 18 hrs	5.29.26
Food and Beverage Vendors	\$300.00 - \$1,000.00	5.29.26
Alcohol Vendors	\$600.00 - \$2,500.00	5.29.26
Merchandise Vendors	\$300.00 - \$800.00	5.29.26
Park Maintenance Overtime	\$45.50 per hr/per person	5.29.26
Electrician Fees	\$63.00 per hr	5.29.26
Plumber Fees	\$60.00 per hr	5.29.26
Facility Cleaning Fee	\$25.00 per hr/per person	5.29.26
Administrative Fee	\$250.00 - \$4,000.00 per late submission or application change	5.29.26
Special Requests	\$250.00 per request	5.29.26
Dumpster	\$700.00 per 20yd ³	5.29.26
Advance Deposit (Will be credited to total amount due)	\$4,000.00	2.13.26
Refundable Damage Deposit	\$500.00	5.29.26

* 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: Director of Special Facilities
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.
- ☐ **Watercraft Liability:** Renter shall provide Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage. This coverage requirement may also be satisfied via endorsement to the Renter's Commercial General Liability policy with a "CG 24 12 Boats" endorsement or similar endorsement.
- ☒ **Drone – Unmanned Aircraft Systems:** Renter shall maintain Unmanned Aircraft Systems (UAS) insurance, if UAS are used in the performance of this Contract, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. Coverage shall include property damage, injury to persons, personal injury (including invasion of privacy), medical expenses, premises liability, and war perils such as damage sustained from a malicious act. This coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

EXHIBIT "E"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Pulse of Asia LLC
(RENTER) and attest that RENTER does not use coercion for labor or services as defined in section 787.06,
Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[Signature]
(signature of officer or representative)

Luyen Nguyen MGR
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 22
day of April 2026, by Rafael Monrabal.

Personally known ☐ OR produced identification ☒.

Type of identification produced FL DL.

[Signature]
NOTARY PUBLIC
My Commission Expires: 09-04-2029
State of Florida at large

(Notary Seal)



RAFAEL MONRABAL
Notary Public
State of Florida
Comm# HH716744
Expires 9/4/2029



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2026

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	Paddlesport Risk Management, LLC PO Box 668 Kings Park NY 11754-	CONTACT NAME: Maria Liquori PHONE (A/C, Mo, Ext): (631)321-6859 E-MAIL ADDRESS: paddlesports@jacka-liquori.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co. AM Best A++ 18058
INSURED	Pulse of Asia, LLC 2516 W Ivy Street Tampa FL 33607-	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	EV193846	06/15/2026	06/23/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Host Liquor Liability \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	EV193846	06/15/2026	06/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O PARKS AND RECREATION DEPARTMENT ADDED AS ADDITIONAL INSURED WITH RESPECTS TO THE OPERATIONS OF THE NAMED INSURED FOR THE FOLLOWING EVENT.

PULSE OF ASIA, LLC - CULTURAL FOOD, MUSIC AND WAT3RFEST - 06/20-21/2026
LOCATION: SUNSET COVE AMPHITHEATER, 20405 AMPHITHEATER CIRCLE, BOCA RATON, FL

CERTIFICATE HOLDER	CANCELLATION	AI 002383
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PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O PARKS AND RECREATION DEPARTMENT ATTN: DIRECTOR OF SPECIAL FACILITIES 2700 SIXTH AVE SOUTH LAKE WORTH FL 33461-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF INSURANCE

This certificate is given as a matter of information only and confers no rights upon the certificate addressee.

Date: June 15,2026 12:00 AM
This is to certify to:
Palm Beach County a Political Subdivision of State of Florida, it's Officers, Employees and Agent's
2700 Sixth Avenue South, Lake Worth, FL, 33461

That the following policy has been issued to:
Pulse of Asia, LLC, Pulse of Asia, LLC
2516 W Ivy St, Tampa, FL, 33607

Policy No. 41066823 issued by one or more member companies of Global Aerospace Pool through
Global Aerospace, Inc. Policy Period: from June 15,2026 12:00 AM to July 15,2026 12:00 AM Policy Territory: Worldwide

AIRCRAFT AND COMMERCIAL GENERAL AVIATION LIABILITY	
Coverages	Limits of Liability
Single Limit Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
Third Party War Liability	\$1,000,000 Aggregate
AIRCRAFT PHYSICAL DAMAGE	
Policy includes Physical Damage Coverage including war risk with insured values as set forth in the policy.	

Solely as respects an occurrence arising out of the ownership, maintenance or use of an unmanned aircraft insured under this policy and solely to the extent required in an agreement with the Named Insured, the following provisions shall apply:

The WHO IS AN INSURED section of the policy is amended to include the certificate addressee as an insured, but only as respects the Named Insured's use of the aircraft and only with respect to the certificate addressee's liability because of acts or omissions of the Named Insured. However, no such person or organization is an Insured if he, she, or it, or any of his, her, or its agents or employees is engaged in the manufacture, maintenance, repair, or sale of aircraft, aircraft engines, components or accessories, or in the operation of any airport, hangar, flying school, flight service, or aircraft or piloting service, as respects any occurrence arising out of such activity.

The insurance, as to the interest of the certificate addressee, shall be primary without right of contribution by any other valid and collectible insurance available to the certificate addressee.

We waive any right of recovery we may have against the certificate addressee because of payments it makes for physical damage to aircraft described in this certificate, but only to the same extent that the Named Insured has waived its right for recovery for such physical damage against the certificate addressee.

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. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

Global Aerospace, Inc.

By:



