

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 11, 2023

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an executed Amphitheater Rental Agreement with AEG Presents SE, LLC for the Gojira & Mastodon Concert at Sunset Cove Amphitheater, for the period May 4, 2023 through May 5, 2023. This event generated \$14,918 in revenue, with \$4,652 in expenses; thus providing a net fiscal impact of \$10,266.

Summary: This Amphitheater 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 2011-1960. 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 5 (AH)

Background and Justification: This Amphitheater Rental Agreement (Resolution 2011-1960) was adopted by the BCC to streamline the process of renting Amphitheater facilities to AEG Presents SE, LLC and other AEG Regional Offices. The BCC granted the Director of Parks and Recreation Department authority to execute Amphitheater Rental Agreements not-to-exceed \$25,000, with rental agreements between \$25,000 and \$50,000 requiring the County Administrator's approval and rental agreements over \$50,000 requiring BCC approval.

Attachment: Amphitheater Rental Agreement

Recommended by: Jenny E. Ceillo
Department Director

6/15/2023
Date

Approved by: Donna A. Smith
Assistant County Administrator

6/21/2023
Date

II. FISCAL IMPACT ANALYSIS

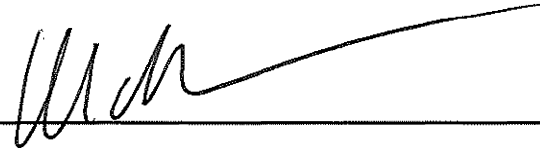
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>4,652</u>	_____	_____	_____	_____
External Revenues	<u>(14,918)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>(10,266)</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	_____	No	<u>X</u>
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>

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

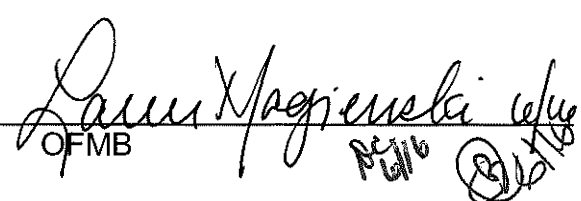
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Renter	Revenue	Expense
AEG Presents SE, LLC	\$14,918	\$4,652
Totals	\$14,918	\$4,652

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


 OFMB REC'd 6/16 @ 6/16

 6/20/23
 Contract Development and Control

B. Legal Sufficiency:

Anne Delgent 6/22/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

This Agreement is made as of the 31st day of March, 2023 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 AEG Presents SE, LLC, hereinafter referred to as "RENTER", whose address is 1800 Australian Ave. So., Suite 201, West Palm Beach, Florida 33409.

WITNESSETH:

WHEREAS, the COUNTY desires to rent the Sunset Cove Amphitheater, 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 on Thursday, May 4, 2023 at 8:00 AM and shall complete all services by Friday, May 5, 2023 at 2:00 AM for the purpose of a Gojira & Mastodon Concert, 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 COUNTY a rental deposit, detailed in **Exhibit "C"** attached hereto and incorporated herein by reference, in the amount of \$4,000.00 for rental of the Facility which shall be utilized as described above. RENTER shall also pay a rental fee to COUNTY of Four Thousand Dollars (\$4,000.00) or Ten Percent (10%) of the adjusted gross ticket sales to a maximum cap of Twelve Thousand Dollars (\$12,000.00) whichever is greater as outlined in **Exhibit "C"**. The total rental fee and any costs incurred by the COUNTY on behalf of the RENTER, less any rental deposit outlined in **Exhibit "C"** shall be due at settlement following the event and determined using a Rental Settlement Form as detailed in **Exhibit "D"**, attached hereto and incorporated herein by reference. Renter shall also pay a refundable damage deposit detailed in **Exhibit "C"** 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.
4. **County Responsibilities:**
 - A. The COUNTY shall furnish for ordinary use, in consideration of the payment of the rental fee amount: a clean Facility; restrooms; 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. The COUNTY shall furnish, in consideration of the payment of the event recovery costs: services,

equipment, materials, and technicians, as outlined in **Exhibit "C"**. The RENTER understands and agrees that the COUNTY will not furnish any technicians, equipment, services, materials, etc. unless otherwise provided for in **Exhibit "C"** of this Agreement.

- C. COUNTY reserves the right through its Facility Manager and its representatives to approve all aspects of an event including but not limited to activities, equipment, materials, merchandising, entertainment and programs sponsors associated with a rental in advance of booking an event. RENTER agrees that in the event the COUNTY objects to the content of the scheduled rental due to obscene, immoral or lewd nature of the proposed rental event, the rental will be cancelled at no cost or penalty to the COUNTY.
- D. 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.
- E. 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 10 days after the rental date. All abandoned property will be disposed of by the COUNTY at its sole discretion.
- F. The COUNTY reserves the right to control the management 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.
- G. 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.
- H. Any matters not herein expressly provided for shall be left to the sole discretion of the Facility Manager, 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 conflict 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, 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 improper, immoral or objectionable purpose. 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 is satisfied with COUNTY's representation and that the Facility is safe and suitable for the event in its present condition.
 - 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 accepted procedures for good accounting.
 - F. RENTER shall not admit into the Facility a larger number of persons than the area of capacity will accommodate. 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 rental of the Facility, 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 standard operating procedures, Facility rules and regulations and the Promoter's Information Kit.
6. **Cancellation and Postponement of Event:**
- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), acts of God,

riots, strikes, epidemics, and similar circumstances affecting public safety (Force Majeure”), as determined by COUNTY and/or RENTER, the COUNTY and/or the RENTER may cancel or postpone this Agreement by providing other party with at least four (4) hours notice prior to the scheduled rental. Upon cancellation due to inclement weather, acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, COUNTY and RENTER may negotiate another date for rental of the Facility by RENTER, upon the same terms and conditions of this Agreement. In the event 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 shall be made to RENTER and any expenses incurred by the COUNTY in connection therewith, shall be payable by the RENTER to COUNTY as liquidated damages, and not by penalty. COUNTY shall not be liable for any lost profits or damages claimed by RENTER. 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.

- B. If in the reasonable discretion of COUNTY, RENTER is not using the Facility in accordance with this Agreement, this Agreement shall be terminated, and no refund shall be made to RENTER.
- C. COUNTY may terminate this Agreement without cause upon seven (7) days prior written notice to RENTER. COUNTY shall not be liable to RENTER for any lost profits or damages claimed by RENTER. Upon early termination by COUNTY, COUNTY shall refund RENTER's full rental fee, damage deposit and event recovery costs within 30 days after termination.
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. COUNTY agrees that it shall not transmit directly from the Facility, at the time of the rental, any part of such recording absent a specific written agreement between the parties to this Agreement permitting such transmission. All broadcasting, recording and photography must be approved in advance by Artist. Artist 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 Donald Perez, telephone no. 561-966-7030. The RENTER's representative for this Agreement is John Valentino, telephone no. 561-681-5600.
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 rental 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 cause 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:** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to require insurance coverage throughout the term of this Agreement. RENTER shall procure and maintain for the term of this Agreement at its own expense, insurance coverage which will name Palm Beach County Board of County Commissioners as "Additionally Insured" in the Description of Operations section and said copy of insurance shall be submitted to the COUNTY not less than fifteen (15) days prior to Facility rental. Evidence of the required insurance by way of a Certificate of Insurance shall be subject to approval by the Risk Management Department as to the form, adequacy and documentation of insurance coverage. RENTER shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as follows:
 - A. Commercial General Liability with limits of at least \$1,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis;

 - B. If alcoholic beverages (including beer, wine and spirits) are for sale at the event the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of \$1,000,000 each occurrence. A liquor license is required;

- C. If no admission fee or similar fee is charged at the 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 of liability of \$1,000,000 each occurrence;
- D. Insurers with a minimum AM Best rating of B+VIII and authorized to write insurance in the State of Florida is required.

RENTER shall provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of RENTER to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by RENTER under 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.

- 13. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

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 shall be mailed to:

John Valentino, Senior V.P.
AEG Presents SE, LLC
1800 Australian Ave, So., Suite 201
West Palm Beach, FL 33409
(561) 681-5600

- 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:** 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.

21. **Entirety of Contractual Agreement:** The COUNTY and the RENTER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
22. **Waiver:** Failure of COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
23. **Nondiscrimination:** The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the RENTER warrants and represents that throughout the term of the Contract,

including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

- 24. **No Third Party Beneficiary:** No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or RENTER.
- 25. **Counterparts:** This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. RENTER shall execute by manual means only, unless the COUNTY provides otherwise.
- 26. **E-verify – Employment Eligibility:** RENTER warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of RENTER's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in the date first above written.

PALM BEACH COUNTY WITNESS

Signature Date

Name (Type or Print)

PALM BEACH COUNTY

James E. Cullis 3/31/23
Department Director/Assistant Director Date
Agreement value up to \$25,000

County Administrator
(Agreement value from \$25,001 to \$50,000)

Mayor, Board of County Commissioners
(Agreement value exceeds \$50,000)

RENTER WITNESS:

Ricky Carden 3/22/2023
Signature Date

Ricky Carden
Name (Type or Print)

AEG PRESENTS SE, LLC (or Alt. Division Office)

John Valentino 3/22/2023
Signature Date

John Valentino
Typed Name

Senior Vice President
Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 1st Anne Helfant 3/27/2023
County Attorney Date

APPROVED AS TO TERMS AND CONDITIONS

By: John R. Proulx 3/29/23
Division Director Date

Exhibit A

Sunset Cove Amphitheater - Full facility.

Critical Services Provided by Renter:

- Event Security Staff
- Event Parking Staff
- Palm Beach County Sheriff's Office Extra Duty Officers
- EMS Personnel

Exhibit B

Event Description

Host Organization: AEG Presents SE, LLC.

Event to Benefit: AEG Presents SE, LLC.

Event Location: Sunset Cove Amphitheater, South County Regional Park, Boca Raton

Description of Event: **Gojira & Mastodon**

Event Date: **Thursday, May 4, 2023**

Time: **6:00 PM**

Areas/Amenities to be Used:
Full facility and surrounding parking areas

Amenities to be Brought to Venue by Renter:

Backline, monitors, microphones, stands, cables, spot lights, platforms, sound & light production and staff, riggers, trusses, event gate security staff, event parking staff, ticket takers, ushers, talent, VIP tents, tables and chairs, vendors, freezers, generators, BBQ's, oil fryers, ice machines, stage decorations, banners, hospitality riders, PBSO duty officers, EMS personnel, amphitheater approved cleaning company , in house sound technician, and the County electrician.

Detailed Event Description (purpose, entertainment, merchandising, etc...):

This event will provide economic enhancement to the community as well as to provide a wholesome, recreational and cultural experience while motivating the mind, body and soul with musical entertainment. Assorted merchandise and food/beverages will be for sale. Estimated attendance is (6,000).

Should the COUNTY further restrict capacity or operation of Event due to increasing covid-19 metrics in the COUNTY, RENTER has the option to terminate the agreement, or reschedule to a date mutually agreed upon by both parties. In the event RENTER elects to terminate the agreement under these circumstances, any Advance Deposits shall be refunded to the RENTER.

Exhibit C

Amphitheater Rental Fee Schedule

Sunset Cove Amphitheater

(Insert appropriate fee for each item below, or insert other fees here as approved by BCC):

Amphitheater Rental Fee	\$4,000.000 or 10% of the Adjusted Gross Ticket Sales (total sales net of taxes) to a maximum cap of \$12,000.00 whichever is greater plus tax, for events with a paid attendance of 3,501 or more.
	\$4,000.000 or 8% of the Adjusted Gross Ticket Sales (total sales net of taxes) to a maximum cap of \$9,600.00 whichever is greater plus tax, for events with a paid attendance of 3,501 or less.
Vendor fees	\$300.00 - Food and Beverage (1-3 Stations) \$600.00 - Alcohol Sales (1-3 Stations) \$300.00 - Other Concessions (1-3 Stations)
Parking Fees	20% of collected fees including sales tax
County Electrician Fee	\$52.50 per hour
County Plumber Fee	\$37.50 per hour
County Sound Technician Fee	\$700.00 flat fee

Liquor Liability: In the event the renter secures a third party for the alcohol and sales and/ or distribution, in addition to holding the proper license (if applicable), that party shall be responsible to provide General Liability and the appropriate Liquor Liability coverage as outlined in section 12.

Security Deposit: Renter is required to pay an annual Security Deposit of \$500.00 and elects to roll over the deposit to the each consecutive Rental Agreement. Roll over Damage Deposit is contingent on confirmation from County that no damages were incurred from this rental period. Annual Damage Deposit will be returned by Friday, September 29, 2023 provided the facility is returned to the County undamaged.

Amphitheater will arrange and provide, at its sole expense: Temporary parking lights (based on ticket sales) one (1) County MOT worker with a Gator (motorized vehicle), port-o-lets (based on ticket sales), and one (1) Dumpster

Exhibit "D"
AMPHITHEATER RENTAL AGREEMENT
Pre/Post Rental Settlement

EXAMPLE...

PBC AMPHITHEATERS SETTLEMENT							
Event Name:			Event Date:			Event Venue:	
Reservation #:			Household:		Organization Name:		
Category	Description	Cost	Quantity	Total	Tax	Account Line	GL Code
Amphitheater Advance Deposit	Applicable towards final balance	\$1,500.00	0.00	\$0.00	N/A	0001-2230-AMAD	131
Facility Rental Fee*	Minimum facility rental fee or applicable % of adjusted gross ticket sales (whichever greater)	Adjusted Gross Total	0.00	\$0.00	\$0.00	5206-04-4735	129
Load-In/ Out Fee*	\$250.00 per day	\$0.00	0	\$0.00	\$0.00	5206-04-4735	129
Parks & Recreation Other Fees - Pavilion Rentals*	\$155.00 per day/ pavilion	\$155.00	0	\$0.00	\$0.00	5206-04-4729-01	121
Parking Fee*	20% of parking fees collected.	Total Parking Collected	20% of Total Parking	\$0.00	\$0.00	5206-04-4725-14	147
Administrative Fee	\$250 - \$2,500	\$0.00	0	\$0.00	N/A	5206-04-4729-29	450
Parks & Recreation Other Fees - Janitorial*	\$20.00 per/ hr	\$0.00	0	\$0.00	\$0.00	5206-04-4729-09	145
Parks & Recreation Other Fees - Food Concession **	Select one		0	\$0.00	N/A	5206-04-4729-03	123
	Select one		0	\$0.00	N/A		
Parks & Recreation Other Fees Concession Souvenirs*	Select one		0	\$0.00	\$0.00	5206-04-4729-18	451
Parks & Recreation Other Fees	Dumpster	\$0.00	0	\$0.00	\$0.00	5206-04-4729-27	171
	Production Services	\$0.00	0	\$0.00	\$0.00		
	Special Requests	\$0.00	0	\$0.00	\$0.00		
Parks & Recreation Fees - Other Law Enforcement Services*	Select one		0	\$0.00	\$0.00	5206-04-4729-15	126
	Select one		0	\$0.00	\$0.00		
Parks & Recreation Other Fees/ Maintenance *	Parks Maintenance	\$0.00	0	\$0.00	\$0.00	0001-590-5221-4729-14	9
	Parks Electrician	\$0.00	0	\$0.00	\$0.00		
	Parks Plumber	\$0.00	0	\$0.00	\$0.00		
Parks/ Maintenance Materials**	Maintenance/ Materials	\$0.00	N/A	\$0.00	N/A	5221-4729-12	10
Contributions/ Donations**	Contributions/ Donations	\$0.00	N/A	\$0.00	N/A	5206-04-6600	149
Security Deposit**	(Not applicable toward Balance) (Refundable pending final walkthrough)	\$0.00 - \$1,000	N/A	\$0.00	N/A	0001-2200-AMSD	903
Tax		\$0.00	Date Paid				
Subtotal with Tax		\$0.00					
Advance Deposit		\$0.00					
Refundable Damage Deposit		\$0.00					
Pre Settlement Payment		\$0.00					
Balance Owed		\$0.00					
*Subject to sales Tax			Renter		Date		
**Non-Taxable			Facility Manager		Date		

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

Exhibit E

Not applicable for this rental



PRESENTS

Phone: (561)681-5603 | Fax: (561)681-5606.

Address: 1800 Australian Ave South, Suite 201, West Palm Beach, Florida 33409

March 11, 2022

Donald Perez
Amphitheater Manager
Palm Beach County Parks and Recreation
2700 Sixth Avenue South
Lake Worth, FL 33461

Re: Sunset Cove Amphitheatre

Dear Mr. Perez

John Valentino is the Senior Vice President of AEG Presents SE and has the full right and authority to act on behalf of that entity to enter into rental agreements for venues, including the venue known as Sunset Cove Amphitheatre.

Please let me know if I can be of further assistance.

Regards,

DocuSigned by:

086A47F711A845B...
Shawn Trell
EVP
Chief Operating Office / General Counsel

cc: John Valentino



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/22/23

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 MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 Attn: Denver.certrequest@marsh.com CN102108752-NEW-COD2-21-22	CONTACT NAME: Jason Williams PHONE (A/C, No, Ext): 720-333-8556 FAX (A/C, No): E-MAIL ADDRESS: Jason.A.Williams@marsh.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Starr Indemnity & Liability Company	38318	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> \$100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		1000100043231	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		1000692454231	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	100 0004053 (AOS) 100 0004052 (FL,MA,CT,AK) 100 0004057 (WI) "See additional page"	03/01/2023 03/01/2023 03/01/2023	03/01/2024 03/01/2024 03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Event: Gojira & Mastodon - Sunset Cove Amphitheatre Boca Raton, FL
 Date: 5/4/2023

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE EVENT AND DATE LISTED ABOVE ON THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA POLICIES IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES IF REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS. COVERAGE PROVIDED BY THE ABOVE GENERAL LIABILITY POLICY SHALL BE PRIMARY AND NONCONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT. COVERAGE INCLUDES LOAD-IN AND LOAD-OUT.

CERTIFICATE HOLDER Sunset Cove Amphitheater, Palm Beach County Parks & Recreation, Palm Beach County, Palm Beach County Board of Commissioners, its officials, agents, and employees. Sunset Cove Amphitheater 20405 Amphitheater Cir. Boca Raton, FL 33498	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 of Marsh USA Inc. Jon Lindstrom
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

WORKERS COMPENSATION (CONTINUED):

INSURER: Starr Indemnity & Liability Company
POLICY NUMBER: 100 0004054 (AZ,IA,NJ,NC,TX,VT)

INSURER: Starr Specialty Insurance Company
POLICY NUMBER: 100 0004055 (CA)
POLICY NUMBER: 100 0004056 (NY)
EFFECTIVE DATE: 3/01/2023
EXPIRATION DATE: 3/01/2024

PER STATUTE

LIMITS:

- E.L. EACH ACCIDENT: \$1,000,000
- E.L. DISEASE - EA EMPLOYEE: \$1,000,000
- E.L. DISEASE - POLICY LIMIT: \$1,000,000

CERTIFICATE HOLDER CONTINUED: