Agenda Item #3.M.4.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 4, 2024

[X] Consent
[] Ordinance

[] Regular [] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the following two (2) executed Special Events Rental Agreements:

- A) Salto Entertainment LLC, for the Great Mr. Swindle's Traveling Peculiarium & Drink Ory Garden event at Carlin Park for the period of February 26, 2024 through March 18, 2024. This event generated \$8,684 in revenue, with \$484 in direct expenses; thus providing a net fiscal impact of \$8,200; and
- **B)** First Amendment with Salto Entertainment LLC, for the Great Mr. Swindle's Traveling Peculiarium & Drink Ory Garden event at Carlin Park, extending the event date from March 18, 2024 to March 25, 2024. The extended dates yielded a net fiscal impact of \$1,500.

Summary: This Special Events Rental Agreement and First Amendment have been fully executed on behalf of the Board of County Commissioners (BCC) by the Director of the Parks and Recreation Department in accordance with Resolution R2021-1552. The Department is now submitting this Agreement and First Amendment 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. <u>District 1</u> (AH)

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

Attachments:

- 1. Special Events Rental Agreement
- 2. First Amendment to Special Events Rental Agreement

Recommended by:	deant & Cuillo
	Department Director
Approved by:	10116
	Assistant County Administrator

Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County	<u>484</u> (10,184)				
NET FISCAL IMPACT	<u>(9,700)</u>				<u> -0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Bu Does this item include use of Does this item include use of	Federal Fund		Yes X Yes Yes	_ No _ No _ No	X X

Budget Account No.: Fund <u>0001</u> Department <u>580</u> Unit <u>5206</u> Revenue <u>4729-07 /</u> Object <u>Program</u>

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

Renter	Revenue	Expense
Salto Entertainment LLC	10,184	484
Totals	10,184	484

C. Departmental Fiscal Review:

MMM

III. REVIEW COMMENTS

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

5/10/24 APT 519 OFMB

B. Legal Sufficiency:

Development and Contro ontrạc

Assistant County Attorney

C. Other Department Review:

Department Director

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

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

THIS SPECIAL EVENT RENTAL AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 10^{16} day of 2024, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of COUNTY Commissioners, hereinafter referred to as "COUNTY," and <u>Salto Entertainment, LLC</u>, a <u>Florida Limited Liability Company</u>, authorized to conduct business in the State of Florida, hereinafter referred to as "RENTER".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," seeks to provide qualified entities the opportunity to conduct organized special events in exchange for the payment of rent; and

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

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

 <u>Term</u>: This Agreement is effective <u>February 26, 2024</u> at <u>8:00am</u>, the date and time RENTER is scheduled to enter the special event area, and will terminate <u>March 18, 2024</u> at <u>8:00pm</u>, the date and time RENTER is scheduled to completely vacate the special event area.

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

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

- 2. <u>Special Event Area</u>: The Special Event Area available for use by RENTER hereinafter referred to as "Special Event Area", together with certain equipment, improvements, and appurtenances thereto all as more particularly described on the <u>Rental Selection Form</u>, attached hereto as **Exhibit "A"**.
- Use: The purpose for which RENTER is granted use of the Special Event Area is specifically limited to the production and conduct of a certain event promoted as <u>The Great Mr. Swindle's Traveling Peculiarium & Drink-Ory Garden</u> hereinafter referred to as "Event". The scope and detail of the Event is more particularly described on the <u>Rental Scope and Detail</u>, attached hereto as **Exhibit "B**".
- 4. Rental Fees and Charges:
 - a. <u>Advance Deposit</u>: RENTER will remit payment of the Advance Deposit in the amount of <u>\$500.00</u> by <u>Friday, January 12, 2024</u>. The Advance Deposit is non-refundable and will be credited towards the total amount due with the exception of Section 5, Termination as more particularly described below.

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- b. <u>Security Deposit</u>: RENTER will remit payment of the Security Deposit in the amount of <u>\$500.00</u> by <u>Friday, January 12, 2024</u>. The Security Deposit is refundable following the Event, provided there are no damages to the Special Event Area and no further clean-up is required. The Security Deposit may be fully or partially retained as compensation for damages or cost of clean-up.
- c. <u>Fee</u>: The Special Event Area fee will be determined by the rental scope and logistics of the Event and its impacts to the park in accordance with **Exhibit "C"** attached hereto. All fees and charges are calculated as of the effective date of this agreement and are subject to adjustment.
- 5. <u>Termination</u>: In addition to the cancellation rights provided in Article 8 below, COUNTY reserves the right to terminate this Agreement at anytime without cause effective upon written notice of termination to RENTER. In such event, COUNTY will not be held liable for any lost profits or damages resulting from such termination. Though such termination may be effective immediately, the Department will not unreasonably limit the time necessary for RENTER to vacate the Special Event Area premises. Additionally, in the event of such termination, RENTER's Deposits will be refunded within forty-five (45) days following the date of termination together with any other fees and charges paid by RENTER.

6. Performance:

a. RENTER agrees to:

- 1. use the Special Event Area solely for the purpose for which this Agreement is entered into;
- 2. **remain** on-site for the duration of the rental setup and Event or assign an authorized representative who will be on-site to act on RENTER's behalf;
- 3. **accept** the Special Event Area and it's improvements as is, related to the rental in the condition existing as of the date of this Agreement;
- 4. **waive** any and all claims for compensation for any and all losses or damages sustained due to failure or malfunction of the Special Event Area's amenities;
- 5. **adhere** to the directives of the Department's representatives including, but not limited to, use and handling of COUNTY owned equipment, assignment of designated parking areas, locations for offloading and equipment, and acceptable noise levels;
- 6. **prohibit** any activity on the Special Event Area premises that may be considered contrary to community standards of appropriateness;
- 7. **assure** that all persons under RENTER's control conduct themselves in a socially acceptable manner;
- 8. obtain the Department's written approval prior to the use of any type of pyrotechnics;
- obtain the Department's written approval prior to operating any engine, motor or machinery or using any flammable agents, including but not limited to oils, camphene, kerosene, naphtha, or gasoline; with the exception of generators that have been approved by the Department's representative;

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- assume all responsibility for Event promotions and ticket sales, all of which is subject to the review and approval of COUNTY including attendance tracking, ticket accounting and financial reporting;
- 11. **limit** Event attendance to the capacity as determined by the Department, the final decision regarding all issues related to ticketing, attendance and capacity will be made by the Department's designated representative for the Event;
- 12. assume full responsibility for obtaining all licenses and permits required by Copyright Regulations of Title 17 of the United States Code, and agree to indemnify COUNTY and its agents for any expenses incurred as a result of RENTER's failure to obtain such licenses or permits, including, but not limited to, fines or damages collected against COUNTY or COUNTY's agents, any attorney's fees and court costs, and for any expenses incurred as a result of RENTER's failure to otherwise satisfy such regulations;
- 13. **identify** as part of <u>Rental Scope and Detail</u>, attached hereto as **Exhibit "B-1"**, any and all required specialty certifications, licenses and/or memberships applicable to Event;
- deliver to the Department, no later than forty-eight (48) hours prior to the Event, a copy of those certain specialty certifications, licenses and/or memberships referenced above, all of which will be retained by the Department;
- 15. acknowledge that failure to deliver the required documentation referenced above may result in immediate termination of this Agreement which includes forfeiture of the Deposit and a demand for payment of all administrative costs incurred by COUNTY in association with this Agreement;
- 16. **remove** all equipment and materials owned by RENTER and subcontractors no later than the termination date and time specified in Article 1 above;
- 17. **return** the Special Event Area and all equipment and improvements related to the rental to the condition existing as of the effective date and time specified in Article 1 above;
- 18. hold COUNTY harmless for the sale or disposal of any equipment and materials considered to be abandoned due to RENTER's failure to remove same from the Special Event Area premises by the specified termination date and time and pay the cost of such removal and disposal upon receipt of COUNTY's invoice; and
- 19. comply with all Special Event Area rules and regulations and adhere to all federal, state and local laws and regulations, including Palm Beach COUNTY Code, Chapter 21, as may be amended, pertaining to Parks and Recreation, and Department standard operating procedures as all such laws, regulations, ordinances, and procedures apply to RENTER's use of the Special Event Area.
- b. COUNTY agrees to:
 - 1. deliver the Special Event Area and associated premises in a safe, clean, and orderly condition;

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- 2. **assign** staff to provide coordination and oversight for all aspects of the rental including authority to make final decisions and issue directives on behalf of COUNTY;
- 3. **provide** equipment and support services including, technical staff and skilled maintenance as specified on the <u>Rental Scope and Detail</u>, attached hereto as **Exhibit"B-1"**;
- retain control of the Special Event Area and all operations conducted on the Special Event Area premises including enforcement of all laws, rules and regulations pertaining to the safety and well-being of the public; and
- 5. **collect** and dispose of any and all items either discarded or lost by patrons or others at Event, without interference by RENTER or any person working for or on behalf of RENTER, the disposition of which may include retaining such items at a lost-and-found location.
- 7. Postponement or Cancellation of Event: In the event emergency conditions arise which may affect public safety, RENTER's use of the Special Event Area may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel RENTER's use of the Special Event Area and will endeavor to provide RENTER at least four (4) hours notice of such postponement or cancellation prior to Event's start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during Event performance.

In the event COUNTY cancels RENTER's use of the Special Event Area due to any public safety concern, the term of this Agreement will be extended upon the same terms and conditions provided that within five (5) business days following such cancellation, COUNTY and RENTER agree upon a rescheduled Event date. Such Term extension will be effective upon COUNTY's delivery to RENTER of a written notice specifying the agreed upon rescheduled Event date and detailing the circumstances leading to the Term extension.

- 8. <u>Cancellation for Cause</u>: The occurrence of any one or more of the following acts constitutes a material default and breach of this Agreement by RENTER and will result in cancellation of RENTER's use of the Special Event Area:
 - RENTER elects to cancel Event rather than accept the delayed start time ordered by COUNTY due to a public safety concern;
 - RENTER and COUNTY fail to mutually agree upon a rescheduled Event date within five (5) business days following COUNTY's cancellation of Event due to a public safety concern;
 - RENTER cancels use of the Special Event Area;
 - RENTER misrepresents its intended use of the Special Event Area including acting as a broker or agent by attempting to re-let the Special Event Area;
 - RENTER's use of the Special Event Area expands beyond the scope and purpose for which this Agreement is entered into;

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- RENTER provided materially false information relating to this Agreement;
- Any person under the control of RENTER, including subcontractors, is responsible for purposely damaging the Special Event Area or any COUNTY owned equipment; or
- Any person under the control of RENTER, including subcontractors, is guilty of gross misconduct or unlawful behavior while on the Special Event Area premises.

Termination of this Agreement due to any such material default or breach requires RENTER to pay any and all COUNTY expenses associated with RENTER's use of the Special Event Area together with all fees and charges due and owed the same as if RENTER's use of the Special Event Area had not been cancelled and Event occurred as scheduled. COUNTY will not be held liable for any lost profits or damages resulting from any such cancellation. RENTER's Security Deposit will be applied to the expenses, fees and charges owed to COUNTY and any remaining balance owed is due and payable upon RENTER's receipt of COUNTY's invoice.

- 9. <u>Photography / Recording</u>: Except for Event performances and materials covered by copyright laws, licensing fees or other legal regulations, COUNTY may photograph and/or record audio and video during this Event. Such photos and recordings may be used by COUNTY for promotional and informational purposes only. RENTER agrees to provide assistance as needed to accommodate such photography and recording. RENTER is responsible for being aware of and advising COUNTY of any copyright infringements or other legal limitations that may apply to photographing and/or recording during Event.
- 10. <u>Relationship of the Parties</u>: RENTER is an independent contractor and operator responsible for its acts and omissions, for which COUNTY cannot be held liable.

This Agreement does not constitute an endorsement or sponsorship by COUNTY of RENTER or of RENTER's use of the Special Event Area. Though COUNTY may issue press releases and publish announcements regarding RENTER's use of the Special Event Area, including postings on COUNTY websites and social media sites, such announcements are intended solely for the purpose of raising public awareness of the Special Event Area and are not to be misrepresented as a form of endorsement or sponsorship by COUNTY.

RENTER may not use the name or logo of the COUNTY, the Department or Special Event Area in a manner that suggests a relationship other than owner and renter. Any use of the COUNTY, Department or Special Event Area logos is subject to approval by the COUNTY.

- 11. <u>Taxes</u>: RENTER assumes sole responsibility for the payment of any and all federal, state, and local taxes as may be applicable to RENTER's use of the Special Event Area and its business operations thereon. Additionally, RENTER is not eligible to benefit from the COUNTY's tax exempt status.
- 12. <u>Subcontracting</u>: Those employed by any entity performing any work or service on behalf of RENTER at the Special Event Area is considered to be a subcontractor for whom RENTER is responsible. Any agreement between RENTER and a subcontracting entity will be provided to the Department upon request.

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- 13. <u>No Assignment or Brokerage</u>: RENTER may not assign any rights, responsibilities, or obligations under this Agreement nor act as an agent or broker for the renting of the Special Event Area. Any attempt to re-let the Special Event Area is a material breach of this Agreement and cause for immediate termination.
- 14. <u>Department Representative</u>: The Department's authorized representative for this Agreement is: Name: <u>Indira Persaud</u> Phone Number: <u>561-966-6626</u>
- 15. <u>Insurance Requirements</u>: It is the responsibility of RENTER to provide proof of the required insurance coverages specified on <u>Insurance Requirements</u>, attached hereto as **Exhibit "D"**.

Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement or no later than ten (10) days prior to the effective date hereof, at the COUNTY's discretion.

- 16. Indemnification: RENTER agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees and costs at trial and appellate levels, and causes of action of every kind and character arising out of this Agreement or RENTER's use and occupancy of the Special Event Area. Such causes of action include, without limitation, those arising by reason of; (i) any damage to property or the environment, (ii) bodily injury, including death, incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whosoever, (iii) the condition of the Special Event Area existing at the effective date of this Agreement, (iv) RENTER's acts, omissions or operations hereunder, (v) the performance, non-performance or purported performance of RENTER, or (vi) any breach of the terms of this Agreement. The obligations arising under this provision will survive the expiration or termination of this Agreement.
- 17. Damage or Destruction of Special Event Area: RENTER hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the Special Event Area by or with the actual or constructive consent of any person acting for or on behalf of RENTER. If the Special Event Area, or any part thereof, during the Term of this Agreement, is damaged by the act, default, or negligence of RENTER, or of RENTER's members, agents, employees, officers, representatives, guests, invitees, contractors, or any person whomsoever, RENTER is to immediately restore the Special Event Area, at its sole cost and expense, to the condition existing prior to such damage as determined by COUNTY. If RENTER fails to restore the Special Event Area in the timely manner prescribed by COUNTY such restoration will be completed by COUNTY and RENTER assumes responsibility for payment of all such costs, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, constitutes additional rent which is due and payable upon receipt of invoice.

Additionally, RENTER is prohibited from defacing the Special Event Area in any way including using nails, hooks, tacks, screws or any other faceting device. RENTER is also prohibited from painting any areas of the Special Event Area. No signs, advertisements, show-bills, lithographs, posters, placards or any other such items are to be posted or otherwise displayed anywhere on the Special Event Area premises without the express consent of the Department's authorized representative. Any such unapproved items will be immediately removed at the sole cost and expense of RENTER.

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- 18. <u>Termination Upon Destruction or other Casualty</u>: In the event the Special Event Area or any part thereof is destroyed or damaged in whole or part by fire, water, or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement impossible, as determined by COUNTY in its sole discretion, this Agreement will terminate effective upon notice to RENTER and RENTER agrees to not hold COUNTY liable for any claim for damages or compensation should this Agreement be so terminated.
- 19. <u>COUNTY Not Liable</u>: COUNTY will not be responsible or liable to RENTER for any claims for compensation or any losses, damages or injury sustained by RENTER resulting from failure of any water supply, electrical current, sewerage or drainage facility, or caused by natural physical conditions of the Special Event Area premises, whether on the surface or underground, including displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or any cause beyond the control of COUNTY. All personal property placed on or moved onto the Special Event Area premises will be done so at the sole risk of RENTER or owner thereof and RENTER expressly acknowledges and agrees that COUNTY will not be liable for any damage to or loss of such personal property.
- 20. Notices: All notices required by this Agreement are to be hand delivered or sent by certified mail, return receipt requested to:

COUNTY:

Palm Beach County Parks and Recreation Department Attn: Indira Persaud 2700 6th Avenue South Lake Worth, Florida 33461

RENTER:

Salto Entertainment, LLC Attn: <u>Allison Blei</u> <u>1811 Englewood Rd Suite 234</u> Englewood, FL 34223

- 21. <u>Remedies</u>: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 22. No Third Party Beneficiaries: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or RENTER.
- 23. <u>Annual Appropriations</u>: The fulfillment of this Agreement and all obligations of COUNTY hereunder are subject to and contingent upon annual budgetary appropriations by the Board of COUNTY Commissioners.

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- 24. <u>Arrears</u>: RENTER is not to pledge or attempt to pledge COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. RENTER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 25. <u>Authorization</u>: This Agreement is executed by an individual legally authorized to fully bind RENTER to all terms and conditions of this Agreement.
- 26. <u>Public Entity Crimes</u>: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, RENTER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).
- 27. <u>Severability</u>: In the Event any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected, and every other term and provision of this Agreement will be deemed valid and enforceable to the extent permitted by law.
- 28. <u>Access and Audits</u>: In the event that any part of the payment due and owed to COUNTY is calculated as a portion or percentage of ticket sales, gate admissions, vehicle parking or any other attendance information, RENTER will maintain the necessary records sufficient to adequately substantiate all such calculations for five (5) years following completion or termination of this Agreement and agrees to produce such records for audit immediately upon receipt of COUNTY's notice.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of RENTER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

- 29. <u>Waiver</u>: The failure of COUNTY to insist upon strict performance of any of the agreements, terms, covenants or conditions of this Agreement, does not constitute a waiver of any rights or remedies that COUNTY may have for any subsequent breach, default, or non-performance, and COUNTY's right to insist on strict performance of this Agreement will not be affected by any previous waiver of course or dealing.
- 30. <u>Nondiscrimination</u>: 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

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

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

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

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

- 33. <u>Counterparts</u>: This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. RENTER shall execute by manual means only, unless the COUNTY provides otherwise.
- 34. <u>Entirety of Agreement</u>: COUNTY and RENTER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None

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

35. <u>E-verify – Employment Eligibility:</u> 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 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 hereto have executed this Agreement as of the date first written

ATTEST: **Clerk of the Circuit Court & Comptroller**

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS:**

By: ignature Director / Assistant Director Ralm Beach County Parks and Recreation Department

WITNESS Date Signatu

RENTER - Salto Entertainment, LLC

Docasigned by:	
Allison Blei	12/22/2023
By:5ED1C20D53364F1	
Signature	Date
Allison Blei	
Print	
Executive Vice President	
Title	

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney

1-9-24 Signature

APPROVED AS TO **TERMS & CONDITIONS:**

Division Director

<u>/ //10/24</u> Date aure Śignature

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above.

Deputy Clerk

EXHIBIT "A"

SPECIAL EVENT RENTAL AGREEMENT

Special Event Area Designation Form

Park: Carlin Park

Location: Special Event Area



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EXHIBIT "B"

SPECIAL EVENT RENTAL AGREEMENT

Rental Scope & Detail

Event Name: _____ The Great Mr. Swindle's Traveling Peculiarium & Drink-Ory Garden____

Rental to include:



Full Special Event Area Pavilion Parking Areas Overflow Parking

Restrooms

Equipment / Materials [Include Details Below] Technicians / Staff Services [Include Details Below]

Event scope and detail: The Great Mr. Swindle's Traveling Peculiarium & Drink-Ory Garden is a 90-minute theater production housed under a boutique tent featuring live acrobats. music, and comedy. Performances will be held on February 29th - March 3rd, March 6th- 10th, and March 13th – 17th, 2024. Palm Beach County will provide the special event area, restrooms. 2 light towers – 1 in each parking lot, and keys to the park gates. Palm Beach County will coordinate a line locate prior to the event set-up. Salto Entertainment, LLC will be permitted to park 3 RVs and trailers in the park for the duration of the rental. Amplified sound, alcohol, and staking of the tents in designated areas will be permitted (ballasts will need to be used in areas where staking is not permitted).

Salto Entertainment. LLC will bring in all necessary logistics including tents. ballasts, tables, chairs, production equipment, generators, dumpster, etc., and obtain a tent permit from the Town of Jupiter. Salto Entertainment, LLC will appropriately staff the event

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to ensure the safety of the attendees and performers, and will return the rental area to its

original condition following the event.

Attached additional pages as needed.]

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

Revised 2/8/2022

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EXHIBIT "B-1"

(1 of 2)

SPECIAL EVENT RENTAL AGREEMENT

Rental Scope & Detail

Specialty Certificates, Licenses, and Memberships:

Identify certificates, licenses, and memberships required pursuant to provision 6.a.13. of the Special Event Rental Agreement. Submit such documents with this Rental Scope & Detail or indicate the date such documents will be delivered to the Department:

Host Certificate of Insurance and Liquor License



Procured By RENTER:



Liquor Food and Beverages Merchandise Vendors

Production Staff

\boxtimes	Generators
\boxtimes	Signs / Bar
\boxtimes	Barbecues
\boxtimes	Volunteers

Generators

Signs / Banners

Barbecues / Grills

Procured By: Paid By: COUNTY * N/A COUNTY **RENTER** RENTER \boxtimes X Approved Cleaning Service X PBSO \mathbf{X} Local Law Enforcement X Π EMS X **Event Parking Crew** \mathbf{X} **Event Security Crew**

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EXHIBIT "B-1" (2 of 2)

(2 01)

Amenities, Services & Equipment - continued:

Procured B	у:			Paid By:	
<u>N/A</u>	COUNTY	REN	TER	COUNTY *	RENTER
		\boxtimes	Dumpster		\boxtimes
\boxtimes			Maintenance Overtime		
\boxtimes			Electrician		
\boxtimes			Plumber		
		\boxtimes	Tents		\boxtimes
		\boxtimes	Tables		\boxtimes
		\boxtimes	Chairs		\boxtimes
		\boxtimes	Port-o-lets		\boxtimes
	\boxtimes		Light Towers	\boxtimes	
\boxtimes			Message Boards		
\boxtimes			Fireworks / Pyrotechnics	†	

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

In addition to such costs, COUNTY reserves the right to assess a twenty-five percent (25%) administrative overhead fee to the procurement costs of such amenities, services and equipment. In such event, RENTER will be notified of such assessment prior to COUNTY's procurement.

[†] Requests to include fireworks or any other form of pyrotechnics display will be considered on a case-by-case basis. Any such displays require the approval of the Department Director, and must be conducted in accordance with the permit issued by the Fire Rescue Department having municipal jurisdiction of the Special Event Area. Also, the presence of the Fire Rescue Department is required. Additional insurance coverages as well as charges for the presence of Fire Rescue equipment and personnel will apply.

Revised 2/8/2022

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EXHIBIT "C"

SPECIAL EVENT RENTAL AGREEMENT

Special Event Area Rental Fees and Charges

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

	Due by
\$500.00	Friday, January 12, 2024
\$7,000.00	Friday, February 9, 2024
\$250.00	Friday, February 9, 2024
\$300.00	Friday, February 9, 2024
\$600.00	Friday, February 9, 2024
\$398.75	Friday, February 9, 2024
\$9,048.75	Friday, February 9, 2024
\$500.00	Friday, January 12, 2024
	\$7,000.00 \$250.00 \$300.00 \$600.00 \$398.75 \$9,048.75

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

Revised 2/8/2022

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EXHIBIT "D" (1 of 2) SPECIAL EVENTS RENTAL AGREEMENT Insurance Requirements

RENTER will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by RENTER, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by RENTER under the Agreement. RENTER agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

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

- No Insurance Required: Based on scope of services, RENTER shall not be required to provide insurance.
- Commercial General Liability: RENTER shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- Liquor Liability: if alcoholic beverages (including beer, wine, and spirits) are for sale at the Event, the RENTER AND VENDOR shall maintain Liquor Liability coverage and the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of \$1,000,000 Each Occurrence. The policy must not exclude either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.

If no admission or similar fee is charged at any type of Event and alcoholic beverages are served at no charge, the Certificate of Insurance must state that Host Liquor Liability Coverage has been secured with a minimum limit of liability of **\$1,000,000** Each Occurrence.

- Participant Liability: RENTER shall maintain Participant Liability at a limit of liability not less than \$25,000 Each Occurrence.
- Auto Liability: RENTER shall maintain Business Auto Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned, and hired automobiles. In the Event RENTER owns no automobiles, the Business Auto Liability requirement shall be amended allowing RENTER to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- Professional Liability: RENTER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of RENTER's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, RENTER shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the Event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other Event triggering the right to purchase a Supplement Extended

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EXHIBIT "D" (2 of 2)

Reporting Period (SERP) during the life of this Agreement, RENTER shall purchase a SERP with a minimum reporting period not less than three (3) years.

- Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance <u>shall clearly confirm</u> that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "<u>Palm Beach COUNTY</u>, a Political Subdivision of the <u>State of Florida</u>, its Officers, Employees, and Agents."
- Waiver of Subrogation: RENTER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then RENTER shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should RENTER enter into such an agreement on a pre-loss basis.
- Certificates of Insurance: Prior to execution of the Agreement, the RENTER shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the RENTER shall provide this evidence to the COUNTY prior to the expiration date of any such_insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:
 - Palm Beach County Board of County Commissioners C/O Parks and Recreation Department Attn: Indira Persaud 2700 Sixth Avenue South Lake Worth, Florida 33461
- Umbrella or Excess Liability: If necessary, RENTER may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- Right to Revise or Reject: COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Revised 2/8/2022

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2700 Sixth Avenue South Lake Worth, FL 33461	c/o Special Event	Сера	rtment	ACC	ORDANCE WI				
Lake Worth, FL 33461	•	-		AUTHO	RIZED REPRESE	NTATIVE	······		
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© 1988-2014 ACORD CORPORATION, All rights reserved						\mathcal{O}	, mg		
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ACORD 25 (2014/01)

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ACORD	C	ERTIF	FICATE OF LIA	\BIL	ITY INS	URANC	E		e (MM/DD/YYYY) 2-20-24
CERTIFICATE DOES N BELOW. THIS CERTIN REPRESENTATIVE OR	IOT AFFIRMAT FICATE OF INS PRODUCER, A	IVELY O SURANCE ND THE (OF INFORMATION ON R NEGATIVELY AMENIE DOES NOT CONSTITU CERTIFICATE HOLDER.	D, EXTE	ND OR ALTI	ER THE CO BETWEEN T	VERAGE AFFORDED HE ISSUING INSUREI	BY TH R(S), A	E POLICIES UTHORIZED
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PRODUCER			<u>, </u>	CONT/	Tho	mas Plouffe			
Specialty Insurance, L	TD.			PHON		931-7095	FAX (A/C, No	,: 203-9	931-0682
P.O. Box 16901				E-MAIL ADDRI	A	ificates@sp	ecialtyinsuranceltd.co	m	_
West Haven, CT 06516	3								NAIC #
				INSUR	era: Hiscox	Insurance (Co		10200
INSURED				INSUR	ER B :				
Salto Entertainment 1811 Englewood Road	#234			INSUR					
Englewood, FL 34223				INSUR					
Englowood, TE OFEEO				INSUR					
COVERAGES	CER	TIFICAT	E NUMBER:	INSUR	EKF:		REVISION NUMBER:		
THIS IS TO CERTIFY THA	T THE POLICIES	OF INSU	RANCE LISTED BELOW H	AVE BEE	IN ISSUED TO	THE INSURE	D NAMED ABOVE FOR	THE PO	LICY PERIOD
INDICATED. NOTWITHST CERTIFICATE MAY BE IS	ANDING ANY RE	EQUIREME PERTAIN,	THE INSURANCE AFFOR LIMITS SHOWN MAY HAV	n of an Ded by	IY CONTRACT THE POLICIES REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPI	ЕСТ ТО	WHICH THIS
INSR LTR TYPE OF INSU	RANCE	ADDL SUB	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	TS	
A X COMMERCIAL GENER		Y	P101.770.291.2		9/14/23	9/14/24	EACH OCCURRENCE	\$	3,000,000
CLAIMS-MADE	X OCCUR		2				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
							MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	3,000,000 3,000,000
GEN'L AGGREGATE LIMIT A							GENERAL AGGREGATE	\$	3,000,000
X POLICY PRO- JECT	LOC						PRODUCTS - COMP/OP AGG	\$	3,000,000
AUTOMOBILE LIABILITY	<u>un</u>			·			COMBINED SINGLE LIMIT	\$	······································
							(Ea accident) BODILY INJURY (Per person)	\$	
ANY AUTO	SCHEDULED						BODILY INJURY (Per accident	-	
AUTOS HIRED AUTOS	AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	
AIRED AUTOS	AUTOS						II of doublering	\$	
UMBRELLA LIAB	OCCUR						EACH OCCURRENCE	\$	
EXCESS LIAB	CLAIMS-MADE						AGGREGATE	\$	
	ON \$							\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILIT	v						PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER OFFICER/MEMBER EXCLUDE		N/A					E.L. EACH ACCIDENT	\$	
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYE	<u>E \$</u>	
DESCRIPTION OF OPERATION	ONS below						E.L. DISEASE - POLICY LIMIT	\$	
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CERTIFICATE HOLDER					CELLATION				
	ach County ioners		·	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE (REOF, NOTICE WILL Y PROVISIONS.		
+	al Event D	opunit.							
c/o Speci		•		AUTUA					
c/o Speci 2700 Sixt	h Avenue	South		AUTHO	RIZED REPRESE				
c/o Speci 2700 Sixt		South		AUTHO	RIZED REPRESE		5 pullo		

ACORD C	ERTIF		BILITY I	ทรเ	JRANC	E		(MM/DD/YYYY) /26/2023
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on								
this certificate does not confer rights	to the cert	tificate holder in lieu of su	uch endorsem	ient(s)		equite un endereenner		
PRODUCER				Christ	enson			
Hylant - Indianapolis 10401 North Meridian St, Ste 200			PHONE (A/C, No, Ext): 3	17-817	-5172	FAX (A/C, No)	: 317-81	7-5151
Indianapolis IN 46290			E-MAIL ADDRESS: KIW	anisce	rt@hylant.co	m		
								NAIC#
INSURED		KIWAN03	INSURER A : Le	xingtoi	1 Insurance (Company		19437
Kiwanis International, All Clubs and T	heir Mem	bers	INSURER B : INSURER C :					
3636 Woodview Trace Indianapolis IN 46268			INSURER D :					
			INSURER E :					
			INSURER F :					
COVERAGES CE	RTIFICATI	E NUMBER: 724896945				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONT ED BY THE PO BEEN REDUCE	RACT	OR OTHER I DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUBF		POLICY (MM/DD)	Y EFF YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	TS	
A X COMMERCIAL GENERAL LIABILITY	Y	013136005	11/1/2		11/1/2024	EACH OCCURRENCE	\$ 2,000	
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,0	
						MED EXP (Any one person)	\$ 5,000	
X Liquor Liability						PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ 2,000	-
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC						PRODUCTS - COMP/OP AGG		
						Liquor Liability	\$ 1,000	•
		013136005	11/1/2	2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000
ANY AUTO						BODILY INJURY (Per person)	\$	
OWNED SCHEDULED						BODILY INJURY (Per accident)\$	
X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							\$	
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MAD						AGGREGATE	\$	
DED RETENTION \$		-				PER OTH- STATUTE ER	\$	
AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE				ľ		E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYE		
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		
A Self-insured Retention		013136005	11/1/2	2023	11/1/2024	All Claims	\$150,	000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC The Certificate Holder and others as defini- respect to the General Liability only regarc February 26th 2024 - March 18th 2024 or i Traveling Circus Located @ 400 Florida A1A, Jupiter, FL, 3 Kiwanis Club of Englewood - Cape Haze,	ed in the wi ing the follo any future o 3477	ritten agreement are additio owing Kiwanis event (setup	onal insured su , take down &	biect to	o the terms, o	conditions, and exclusion	l is on the ied).	policy with
			CANCELLAT	TION	<u></u>			
Palm Beach COUNTY, a l of Florida, its Officers, Em 2700 6th Avenue South Lake Worth FL 33461			THE EXPIR	Y OF T ATION CE WIT	DATE THE	ESCRIBED POLICIES BE C REOF, NOTICE WILL Y PROVISIONS.		
l			V	Q 101	38-2015 AC	ORD CORPORATION.	All righ	ts reserved
ACORD 25 (2016/03)	The A	CORD name and logo ar	e registered				പവും	

ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2023

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION (Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Palm Beach COUNTY, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents 2700 6th Avenue South

Lake Worth, FL 33461

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

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

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

RB 79

Authorized Representative

LX4309 (06/14)	Includes Copyrighted Information of the Insurance Services	Page 2 of 2
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		websernmann

FIRST AMENDMENT TO SPECIAL EVENTS RENTAL AGREEMENT BETWEEN PALM BEACH COUNTY AND SALTO ENTERTAIMENTS LLC.

THIS FIRST AMENDMENT TO SPECIAL EVENTS RENTAL AGREEMENT, is made and entered into on $M_{\alpha\alpha}h_{\alpha}/(k_{\beta})^{2024}$, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Salto Entertainment, LLC., an Florida Limited Liability Company, hereinafter referred to as "RENTER".

WITNESSETH:

WHEREAS, on January 10, 2024, COUNTY and RENTER entered into an Special Events Rental Agreement, which granted RENTER the privilege of using the special events area at Carlin Park from February 26, 2024 through March 18, 2024; hereinafter referred to as the "Agreement"; and

WHEREAS, Renter has requested an extension of the Agreement through March 25, 2024; and

WHEREAS, COUNTY and RENTER desire to amend this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and RENTER hereby agree as follows:

- 1. The Agreement is extended through March 25, 2024.
- 2. RENTER shall pay an additional fee of one thousand five hundred dollars (\$1,500) to COUNTY for associated impact fees.
- 3. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Page 1 of 2

Revised 8/9/18

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

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:

-3/18/2024 By: Date ature

Difector / Assistant Director Path Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

County Administrator

Signature

Date

WITNESS

---- DocuSigned by:

Carina Torres

3/18/2024

Signature

Date

Carina Torres Print

RENTER – SALTO ENTERTAIMENT LLC

	DocuSigned by:	
By:		3/18/2024
	CA446678AEA84B0 Signature	Date
	Allison Blei	
	Print	
	Executive Vice Presid	dent

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney

----DocuSigned by:

Anne Helfant

Signature

33/1138/200144 Date APPROVED AS TO TERMS & CONDITIONS:

Division Director

Title

Page 2 of 2

Revised 8/9/18

ACORD CERTIFICAT	TE OF LIABIL		URANC	E		(MM/DD/YYYY) 3-18-24
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFO CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGA BELOW. THIS CERTIFICATE OF INSURANCE DOES REPRESENTATIVE OR PRODUCER, AND THE CERTIFIC IMPORTANT: If the certificate holder is an ADDITIONA the terms and conditions of the policy, certain policies	TIVELY AMEND, EXTE NOT CONSTITUTE A CATE HOLDER.	ND OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED THE ISSUING INSUREF	BY TH R(S), A	E POLICIES UTHORIZED
certificate holder in lieu of such endorsement(s). PRODUCER	CONT	ACT -				
	NAME	: 110	mas Plouffe			
Specialty Insurance, LTD. P.O. Box 16901	(A/C, M	lo, Ext): 203	931-7095	FAX (A/C, No)		931-0682
West Haven, CT 06516	ADDR	ESS: OCH		ecialtyinsuranceltd.co	m	1
West haven, 01 00010						NAIC #
INSURED		era: Hiscox	Insurance	<u>ل</u> وم		10200
Salto Entertainment		ER B :				
1811 Englewood Road #234		ERC:				
Englewood, FL 34223		ERD:				1
	INSUR					
COVERAGES CERTIFICATE NUMB		.c,η. Γ ;		REVISION NUMBER:		[
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE L INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TER CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS 3	ISTED BELOW HAVE BEI M OR CONDITION OF AN SURANCE AFFORDED BY	IY CONTRACT THE POLICIE	THE INSURE OR OTHER I S DESCRIBEI	D NAMED ABOVE FOR 1 DOCUMENT WITH RESPECT	ECT TO	WHICH THIS
INSR ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)		LIM	ITS	
	770.291.2			EACH OCCURRENCE	\$	3,000,000
CLAIMS-MADE X OCCUR	170.291.2	9/14/23	9/14/24	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100.000
				MED EXP (Any one person)	\$	5,000
				PERSONAL & ADV INJURY	s	3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$	3,000,000
X POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$	3,000,000
OTHER:					\$	
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	
				BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS				BODILY INJURY (Per accident)\$	
HIRED AUTOS NON-OWNED				PROPERTY DAMAGE (Per accident)	\$	
					\$	
UMBRELLA LIAB OCCUR				EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$	
DED RETENTION \$					\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$	
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYE	E \$	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$	
		1	-	-		
Palm Beach County Board of County Con respects to the operations of the named in Dates are March 18-25, 2024	nmissioners is ac	ded as a	n additioi		nly w	ith
•						
CERTIFICATE HOLDER		CELLATION				
Palm Beach County Board of Co Commissioners c/o Special Event Department	THE	E EXPIRATION	I DATE THE	ESCRIBED POLICIES BE (EREOF, NOTICE WILL Y PROVISIONS.		
2700 Sixth Avenue South Lake Worth, FL 33461	AUTHO	AUTHORIZED REPRESENTATIVE				
	_	© 19	88-2014 AC	ORD CORPORATION.	All rig	hts reserved.

ACORD 25 (2014/01)

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ACORD	CERTIFICATE OF LI	ABILITY INS	URANC	E		(MM/DD/YYYY) 2-20-24
CERTIFICATE DOES NOT AFFIRM BELOW. THIS CERTIFICATE OF REPRESENTATIVE OR PRODUCER IMPORTANT: If the certificate hol	A MATTER OF INFORMATION ON MATIVELY OR NEGATIVELY AMEN INSURANCE DOES NOT CONSTIT R, AND THE CERTIFICATE HOLDER der is an ADDITIONAL INSURED, to licy, certain policies may require an	ID, EXTEND OR ALT IUTE A CONTRACT he policy(ies) must be	ER THE CO BETWEEN 1	VERAGE AFFORDED THE ISSUING INSUREI	BY TH R(S), A	E POLICIES UTHORIZED
certificate holder in lieu of such en	dorsement(s).	rondoroomena. A olu		is certificate does for	COME	ingints to the
PRODUCER		INANIC.	mas Plouffe			
Specialty Insurance, LTD.		14/0, NO. EXU.	-931-7095	FAX (A/C, No		931-0682
P.O. Box 16901				ecialtyinsuranceltd.co	m	
West Haven, CT 06516						NAIC #
INSURED		INSURER A : HISCOX	Insurance	00		10200
Salto Entertainment		INSURER B : INSURER C :				
1811 Englewood Road #234		INSURER D :				
Englewood, FL 34223		INSURER E :				
		INSURER F :				
	CERTIFICATE NUMBER:			REVISION NUMBER:		
INDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR M EXCLUSIONS AND CONDITIONS OF SI	CIES OF INSURANCE LISTED BELOW I Y REQUIREMENT, TERM OR CONDITIO MAY PERTAIN, THE INSURANCE AFFOI JCH POLICIES. LIMITS SHOWN MAY HA	ON OF ANY CONTRACT RDED BY THE POLICIE VE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPI	ECT TO	WHICH THIS
INSR TYPE OF INSURANCE	ADDL SUBR INSD WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
	Y P101.770.291.2	9/14/23	9/14/24	EACH OCCURRENCE	\$	3,000,000
				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
				MED EXP (Any one person)	\$	5,000
GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$\$\$	3,000,000 3,000,000
				GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		3,000,000
					\$	0,000,000
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO				BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS				BODILY INJURY (Per accident	:) \$	
HIRED AUTOS NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
					\$	
UMBRELLA LIAB OCCUR EXCESS LIAB OLAIMS A				EACH OCCURRENCE	\$	
	<u>MADE</u>			AGGREGATE	\$	
WORKERS COMPENSATION				PER OTH- STATUTE ER	\$	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	Y/N			E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A			E.L. DISEASE - EA EMPLOYE		
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT		
			<u> </u>			
Palm Beach County Board respects to the operations Event dates: February 26-I	of County Commissioner of the named insured dur	s is added as a	n additio		nly w	ith
						
CERTIFICATE HOLDER		CANCELLATION				
Palm Beach Cou Commissioners c/o Special Event	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
2700 Sixth Avenu	AUTHORIZED REPRESE	NTATIVE				
Lake Worth, FL 3	3461			5 pulla		
	·····			100		
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ACORD [®] C	ERTIFICATE	OF LIABIL		URANC	E		MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVELY OR NEGATIVE SURANCE DOES NOT ND THE CERTIFICATE	LY AMEND, EXTI CONSTITUTE A HOLDER.	END OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED E HE ISSUING INSURER	FE HOL BY THE (S), AU	POLICIES THORIZED
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	to the terms and con	ditions of the pol	icy, certain p	olicies may a	IAL INSURED provision require an endorsement	is or be t. A sta	endorsed. atement on
PRODUCER	o the certificate holde	CONT	ACT				
Hylant - Indianapolis		NAME	Lisa Unris		EAN		
10401 North Meridian St, Ste 200 ndianapolis IN 46290		(A/C, 1	(o, Ext): 31/-81		FAX (A/C, No): Im	317-81	7-5151
			INS	SURER(S) AFFOR	NDING COVERAGE		NAIC #
	-		ERA: Lexingto	n Insurance (Company		19437
sured Gwanis International, All Clubs and Th	oir Morehore	KIWAN03 INSUF	ER B :				
636 Woodview Trace	ien menibers	INSUF	ER C :				
ndianapolis IN 46268		INSUF	ERD:				
		INSUF	ERE:				
			ERF:				·
OVERAGES CER	TIFICATE NUMBER:		LEKF.		REVISION NUMBER:	-	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREMENT, TERM OF PERTAIN, THE INSURAI POLICIES. LIMITS SHOW	CONDITION OF AN	IY CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC	CT TO V	VHICH THIS
R TYPE OF INSURANCE	ADDL SUBR	LICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
	Y 013136005		11/1/2023	11/1/2024	EACH OCCURRENCE	\$ 2,000	.000
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,0	00
·					MED EXP (Any one person)	\$ 5,000	
X Liquor Liability					PERSONAL & ADV INJURY	\$ 2,000	000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000	000
					PRODUCTS - COMP/OP AGG	\$ 2,000	
OTHER:	040400005				Liquor Liability COMBINED SINGLE LIMIT		
	013136005		11/1/2023	11/1/2024	(Ea accident)	\$ 1,000	000
ANY AUTO					BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
						\$	
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
DED RETENTION \$					AGGREGATE		
WORKERS COMPENSATION					PER OTH-	\$	
AND EMPLOYERS' LIABILITY Y / N					STATUTE ER		
OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$	
(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
Self-Insured Retention	013136005		11/1/2023	11/1/2024	All Claims	\$150,0	000
SCRIPTION OF OPERATIONS / LOCATIONS / VEHICI he Certificate Holder and others as define espect to the General Liability only regardi abruary 26th 2024 - March 18th 2024 or a raveling Circus ocated @ 400 Florida A1A, Jupiter, FL, 33 iwanis Club of Englewood - Cape Haze, In	d in the written agreeme ng the following Kiwanis ny future date (s) during 3477	ent are additional in s event (setup, take	sured subject (o the terms	conditions, and exclusions	s on the ed).	policy with
ERTIFICATE HOLDER		CAN	CELLATION				
Palm Beach COUNTY, a F of Florida, its Officers, Emp 2700 6th Avenue South Lake Worth FL 33461	Political Subdivision o bloyees, and Agents	ян тн Ac		TH THE POLIC	ESCRIBED POLICIES BE C. REOF, NOTICE WILL E Y PROVISIONS.		
	The ACORD name	[0	0 © 19		ORD CORPORATION.	All righ	ts reserve

ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2023

Forms a part of policy no.: 013136005

issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION (Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) Palm Beach COUNTY, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents 2700 6th Avenue South Lake Worth, FL 33461

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

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

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

TR:73

Authorized Representative

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