

**MARINE STADIUM
REVOCABLE LICENSE AGREEMENT**

THIS MARINE STADIUM REVOCABLE LICENSE AGREEMENT hereinafter referred to as this "Agreement," made this ____ day of November 2018, by and between the CITY OF MIAMI, a municipal corporation, with offices at 3500 Pan American Drive, Miami, Florida 33133, hereinafter referred to as the "City," and EVENT ENTERTAINMENT GROUP, INC., a Florida for-profit corporation, with offices located at 201 S. Biscayne Blvd., Suite 800, Miami, Florida 33131, hereinafter referred to as "Licensee" (collectively, the "Parties").

RECITALS

WHEREAS, the City is the owner of certain real property throughout Virginia Key, including but not limited to 3501, 3801, 3861 Rickenbacker Causeway, Miami, FL 33149; and

WHEREAS, the Virginia Key Beach Park Trust is a limited agency and instrumentality of the City and with responsibility to oversee and manage the Historic Virginia Key Beach Park, located at 4000 Virginia Beach Drive, Miami, FL 33149, subject to City Commission approval; and

WHEREAS, Licensee hosts an annual electronic music festival ("Ultra Music Festival"); and

WHEREAS, Licensee wishes to use the Property (as defined in Section 2.11) for the purpose of producing the Ultra Music Festival; and

WHEREAS, formal action by the City of Miami City Commission is required to authorize and accept this Agreement, and is a condition precedent to this Agreement's legal efficacy and validity;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the receipt and sufficiency of which is acknowledged by the parties, the City hereby grants unto Licensee the privilege of entry upon and use of the Property, for the production of the Event and for uses incidental thereto, on the terms and conditions set forth in this Agreement.

1. RECITALS:

The above Recitals are true and correct and hereby incorporated into and made a part of this Agreement.

2. DEFINITIONS:

When used in this Agreement, the following terms shall have the specified meanings:

2.1 ADDITIONAL CHARGES have the meaning given to such term in Section 7.4 and as outlined in Exhibit C, attached and incorporated hereto.

2.2 AGREEMENT has the meaning given to such term in the preamble to this Agreement.

2.3 CITY means the City of Miami.

2.4 CITY COMMISSION is the local legislative body of the City of Miami who has ultimate control of the PROPERTY and the events held therein.

2.5 EFFECTIVE DATE has the meaning given to it in Section 3.3.

2.6 EVENT means (a) the Ultra Music Festival, to take place at the Property on the Friday through

Sunday on ~~either one of~~ the last ~~three~~ weekends of March or the first weekend of April during the Term as described herein with operating hours of 4:00 pm to 2:00 a.m. on Fridays, noon to 2:00 a.m. on Saturdays, and noon to 2:00 a.m. on Sundays. The hours described herein are firm unless an amendment thereto is mutually agreed upon by the Parties.

- 2.7 **INDEMNITEES** mean the City, the Virginia Key Beach Park Trust, and all the City's and the ~~City's-Virginia Key Beach Park Trust's respective~~ members, officials, officers, agents, assigns, successors, personnel, and employees.
- 2.8 **LIABILITIES** means all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fee, interest, and costs), and liabilities.
- 2.9 **PERMITTED USES** has the meaning given to it in Section 3.1.
- 2.10 **PREMISES** means the entire Property and such open spaces that may be required by the Licensee for the Event, and other such facilities of the Property as may be authorized by the City. Premises does not include the use of the physical stadium structure known as the Ralph Middleton Munroe Miami Marine Stadium.
- 2.11 **PROPERTY** collectively refers to the event space surrounding, but specifically excluding, Ralph Middleton Munroe Miami Marine Stadium, located generally at 3501 Rickenbacker Causeway, Miami, FL 33149, as shown on the attached Exhibit A-1; the land adjacent to Arthur J. Lamb Road, located generally at 3801 Rickenbacker Causeway, Miami, FL 331349, as shown on the attached Exhibit A-2; and the event and parking space operated by the Historic Virginia Key Beach Park Trust, located generally at 4000 Virginia Beach Drive, Miami, FL 33149, as shown on the attached Exhibit A-3.
- 2.12 **TICKET SURCHARGE** means the fees to be paid in accordance with the ticket surcharge rates expressly provided in Section 53-1 of the Code of the City of Miami, Florida, as amended.
- 2.13 **USE FEE** means the sum of One Million Four Hundred Thousand Dollars (\$1,400,000.00), that the Licensee shall pay the City for each yearly Event is produced at the Property and Premises. The Use Fee shall be increased annually by Three percent (3%) commencing upon the production of the third (3rd) Event and such Use Fee includes the Ticket Surcharge. Such Use Fee is more particularly described in Section 7 herein.
- 2.14 **USE PERIOD** means the Thirty-Five (35) day period inclusive of load in and load out and ancillary preparations and removals, as applicable, that begins at approximately 7:00 a.m., Eighteen (18) days prior to each Event, and ends at 11:59 p.m., Fourteen (14) days after the conclusion of each Event. These dates are subject to mutual agreement of the parties on an annual basis, as more particularly set forth in Section 3.2.
- 2.15 **LICENSEE** has the meaning given to such term in the preamble to this Agreement.

3. **EVENT AND USE PERIOD:**

3.1 **Purpose:**

The Property shall be used and occupied by the Licensee solely for the purposes of producing the Event and for undertaking any and all uses ancillary and incidental thereto, selling, using or displaying any goods and/or products related to the Event, and to grant to third parties the right to

sell, use or display any goods or products on, to, or from the Property (collectively the "Permitted Uses"). Licensee may request written consent from the City Manager or their designee to use the Property for other uses but shall not be authorized until Licensee has received the written consent of the City Manager or their designee, which consent may not be unreasonably conditioned, withheld or delayed. Unless otherwise expressly and specifically provided hereunder, Licensee shall be solely responsible for the production, coordination and management of the Event, at its sole cost and expense.

This Agreement solely authorizes Licensee to the temporary use of the Property for the limited purposes set forth herein and for no other purpose. The Parties hereby agree that, the provisions of this Agreement do not constitute a lease or confer any leasehold rights or estate. The rights of Licensee hereunder are not those of a tenant, but merely authorization to do certain acts of a temporary character on the Property and to use the Property, subject to the terms of this Agreement. The City retains dominion, possession and control of the Property. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of this Agreement, its use of the Property, or by virtue of any expenditure of funds by the Licensee for improvements, construction, repairs, partitions, or alterations to the Property which may be authorized by the City Manager or his/her designee.

3.2 Event Use Period

The Event will, at the option of Licensee, ~~take place at the Property on the Friday through Sunday on either ~~one of~~ the last ~~three~~ weekends of March or first weekend of April, or other date mutually agreed upon by the Licensee and City Manager, for each Event year. The specific weekend for the Event shall be designated by Licensee and City in conjunction with the notice Licensee is required to deliver to the City pursuant to Section 9.4 described herein. The dates for the Event in 2019 are March 29, 30 and 31. User and City shall use commercially reasonable efforts to coordinate the Use Period in a manner that does not conflict with other major events on the Property. The operating hours of the for the Event days shall be: from 4:00 p.m. to 2:00 a.m. on Fridays, 12:00 p.m. to 2:00 a.m. on Saturdays, and 12:00 p.m. to 2:00 a.m. on Sundays. The aforementioned times shall be fixed and apply to the Event throughout the Term of this Agreement. Licensee will occupy the Property for no more than thirty-five (35) days including load in to load out. Set-up for the Event will begin at the commencement of the Use Period and tear-down will terminate no later than the end of the Use Period each year. Any use of the word "day" or "days" throughout this Agreement shall mean calendar days, unless specifically stated otherwise.~~

3.3 Term:

There is no stated or expressed term for this Agreement. As a revocable license, it has an indefinite term and may be terminated or revoked for convenience at the will of the City Manager or as otherwise provided in this Agreement. There shall be no recourse against the City or any of its agencies or instrumentalities for a cancellation for convenience. The Effective Date of this Agreement is the execution date of the Agreement by the last of the Parties and shall continue until terminated by any means available in this Agreement. Licensee acknowledges that this is a revocable license agreement authorizing a specific use for a limited time per year, subject to various other limitations specified herein; and that it does not convey, pledge, hypothecate, or confer any right, title or interest in any City-owned real property.

3.4 Termination

3.4.1 With Cause: Each party agrees to abide by every term and condition of this Agreement. If either party materially breaches the terms, restrictions or conditions of this Agreement, then the nonbreaching party shall give the breaching party twenty (20) days written notice within which to cease such violation or correct such deficiencies. Upon the breaching

party's failure to do so, the nonbreaching party may cancel this Agreement upon giving ten (10) days written notice to the breaching party and thereafter the Agreement shall be automatically canceled without the necessity for further action by the nonbreaching party. Termination for cause shall include, without limitation, any one of the following acts or omissions: (a) Failure to pay any payment or any portion thereof within ten (10) days of due date; (b) Failure to carry insurance as required in this Agreement; or (c) Failure to comply with any material terms or conditions of this Agreement, including, but not limited to, conditions relating to public health and safety during the Event and restoration of the Property.

3.4.2 Without Cause: Licensee or City may, at its option and without the other party's consent, terminate this Agreement upon at least three hundred sixty-four (364) days' notice prior to the next subsequent Event. In the event of such termination by Licensee, the provisions of Section 9 (with respect to the Damage & Security Deposit) shall be applicable to all other obligations and duties shall be applicable. Other than the provisions of Section 9, and the full and final payment of any payments due, the Parties shall have no recourse against the other for a termination without cause.

3.5 City Review:

Subject to the limitations set forth in Paragraph 3.4.2 of this Agreement, the parties agree that the City shall, upon the Five (5) year anniversary of the Effective Date of this Agreement, reconsider the viability of continuing the Event on the Property and, if it is to continue, whether the terms and conditions applicable to the Event should be modified by agreement of the parties. Any renegotiated terms or cancellation of the Agreement pursuant to this Section 3.5 will occur effective immediately upon execution of any amendments or notice of cancellation, as applicable. At any other time if it is the City's intent to terminate this Agreement, the City will provide such notice as specified in Sections 3.3 ~~and-or~~ 3.4, as applicable.

3.6 Reasonable Efforts:

For purposes of this Agreement, the Parties shall use commercially reasonable efforts to assist and facilitate future productions of the Event to take place on the Property.

4. PREMISES:

4.1 Restroom Facilities:

Licensee hereby agrees to provide adequate portable restroom facilities, which shall be open and operational during the Use Period.

4.2 Control of Access:

Licensee hereby agrees that the staff and management of the City, in consultation with the Miami Police Department and Licensee, have complete control as to when gates to Events are opened. Licensee hereby agrees to respond to any reasonable City request during the Use Period of the Event.

4.3 Sound and Light Checks:

Licensee hereby agrees that there will be no sound or light checks before 12:00 noon or after 2:00 a.m. on any weekday (Monday through Friday) within the week immediately prior to commencement of the Event.

4.4 Sound Level:

Licensee's Event may not exceed a maximum level of One Hundred Ten (110) decibels measured

60 feet away from each stage. Failure to cure each incident of sound level non-compliance within five (5) minutes of notification by a City designee will result in a fee of \$1,000.00 per each incident. Each incident shall constitute a separate event of non-compliance.

4.5 Time of Event:

Licensee hereby agrees the Event must end by 2:00 a.m. on each day of the Event. Licensee shall pay a time overage fee of \$1,000.00 for every single minute, or a fraction thereof, if the Event continues beyond 2:00 a.m. This overage fee is in addition to all other fees and costs for which Licensee is responsible under this Agreement. Each minute shall constitute a separate event of non-compliance

4.6 Alcohol Wrist Band Policy:

Licensee hereby agrees that if alcoholic beverages are vended at the Event, Licensee will use alcohol wrist-banding staff to ensure consumers of alcohol are of the appropriate legal drinking age. Licensee or Licensee's concessionaire shall obtain all required permits required by law. Failure to comply with this rule, whether by the concessionaire or their representative, may result in the immediate cancellation of alcohol sales and breach of this Agreement, as determined by the City Manager or City Manager's designee.

4.7 Dispensing of Alcoholic and Non-alcoholic Beverages:

4.7.1 Licensee shall not sell beverages, alcoholic or non-alcoholic, in glass bottles of any size. Licensee shall dispense all beverage products in plastic or paper cups only. However, Licensee shall be authorized to sell Red Bull products (or the products of subsequent non-alcoholic beverage sponsors) in cans not to exceed nine (9) ounces. In addition, the City authorizes Licensee to dispense beer (or the products of subsequent alcoholic beverage sponsors) in aluminum shaped bottles in the VIP area(s) only. However, under no circumstance shall this product be taken out of the VIP area(s).

4.7.2 Licensee hereby agrees to dispense a maximum of two (2) alcoholic beverages per person at time of purchase.

4.7.3 Licensee hereby agrees that sales of alcoholic beverages will stop sixty (60) minutes prior to the end of the Event. Sales of non-alcoholic beverages shall not be subject to this restriction.

4.7.4 Licensee is responsible to secure all governmental permits and approvals required by applicable laws and regulations for the sale and dispensation of alcoholic beverages. All required liquor permits shall be filed with the City Manager at least ten (10) days before the commencement of the Event.

4.8 Sponsor's Signage and Banner Placement:

City hereby agrees that Licensee may place signage and banners in the Property during the Use Period subject to the approval of the City's Director of Real Estate and Asset Management and such approval may not be unreasonably withheld, delayed or conditioned. Licensee shall ensure that all signage and banners are permitted and comply with City and County Sign and Zoning Regulations. Licensee shall secure all required permits and approvals for such signage and banners and shall remove all signage and banners prior to the end of the Use Period.

4.9 Non-Exclusivity:

This Agreement confers no exclusive possession of the Property, provided however, the City agrees

not to enter into another License or Use Agreement on this Property that would interfere with Licensee's ability to operate for the Permitted Uses on the Property according to the terms of this Agreement. The City agrees not to use or permit others to use the Property under the control of the City during the Use Period except as mutually agreed by the City and Licensee. Licensee recognizes and agrees that the Property is a public site and during the entirety of the Use Period, the Licensee will cooperate with the City to maximize public access to the Property. This will not be construed to prevent the Licensee from restricting access to the Event.

4.10 Exclusivity

The Event shall be the only multi-day multi-stage music festival to be produced at, and utilizing, the entire Property. The City shall not authorize or make the Property available to another producer of a multi-day multi-stage music festival or similar event-, with over 40,000 patrons expected per day, during the term of this Agreement. The City acknowledges and agrees that the covenants provisions described herein in this Section are reasonably necessary to protect the legitimate business interests of Licensee.

4.11 Limited Use

The City agrees that it will not license any individual portion of the Property to any multi-day multi-stage music festival or similar event-, with over 40,000 patrons expected per day, for the period commencing sixty (60) days before Licensee's first show day and concluding sixty (60) days after Licensee's last show day.

~~4.12 Right of First Refusal~~

~~The City acknowledges and agrees that Licensee shall, at all relevant times, be given an irrevocable right of first refusal for the use of Restoration Park.~~

4.134.12 Improvements:

As of the Effective Date and throughout the Use Period, all buildings and permanent improvements thereon shall be vested in the City. Furthermore, title to permanent improvements and all alterations made in or to the Property, whether or not by or at the expense of Licensee, shall, unless otherwise provided by written agreement, immediately upon their completion, become the property of the City and shall remain with the Property. Licensee shall not make any permanent improvements on the Property. Licensee shall leave the Premises in a condition equal to or better than provided prior to each Event, as further detailed in Section 5 below.

4.144.13 Third-Party Agreements:

The City agrees to make reasonable efforts, at no cost to the City and subject to existing agreements, to assist User-Licensee in obtaining access or use agreements with third party operators on Virginia Key, including, but not limited to, with the Historic Virginia Key Beach Park Trust and other operators on City-owned property on Virginia Key for use by the User during and in support of the Event. Licensee is responsible to safeguard, maintain, protect and preserve the egress, ingress and access of all neighboring businesses and users including, without limitation, the Virginia Key Outdoor Center, the Rusty Pelican, the Miami Rowing Club, the adjacent marinas, Miami Seaquarium, the Miami-Dade County Water and Sewer Department facility, etc., and will be additionally responsible for negotiating any expanded parking arrangements or similar agreements with such third parties.

The Licensee understands and accepts the City's current Exclusive Concession Agreement, approved by Resolution R-15-0227, with Eventstar Structures, Corp. ("Eventstar") and shall use Eventstar for any tent structures intended to be placed on the Marine Stadium Area shown on Exhibit A-1, subject to the term and limitations contained in such agreement.

4.154.14 Traffic Management Plan

Sixty (60) days prior to each Event, Licensee shall prepare and submit to the City Manager for City's review and approval, a traffic management plan setting forth the operational strategies for managing event-generated and background traffic on the day(s) of the Event within the Property and general region to ensure safe means of access to the site and to minimize traffic disruptions on Rickenbacker Causeway.

The traffic management plan must (1) indicate how traffic, parking, and pedestrian operations will be managed on the day(s) of the Event, (2) coordinate and mitigate transportation impacts, and (3) adapt to traffic demand scenarios, demand management plan, and contingencies. At a minimum, the traffic management plan shall include: (1) Traffic flow route planning; (2) Site access and parking planning; (3) Pedestrian access planning; (4) Traffic control planning; (5) travel demand management and transit service planning; and (6) Incident management and traveler information planning.

5. CONDITION OF PREMISES AND REQUIRED RENOVATIONS:

5.1 Licensee has inspected, or has been given the opportunity to inspect, the Premises, prior to execution of this Agreement, and accepts it in its present condition and agrees to restore and return the same in the pre-load-in condition. The City shall maintain the Property on a year-round basis. ~~Specifically, the City agrees that it shall replace or restore to their original condition, any and all components of the Property, including but not limited to infrastructure, electrical or fiber optic cables/lines, grass or trees, including necessary irrigation, if any, and decorative and play structures.~~ Specifically, Licensee agrees that it shall replace or restore to their original condition, any and all components of the Property, including but not limited to infrastructure, electrical or fiber-optic cables/lines, grass or trees, including necessary irrigation, if any, and decorative and play structures, which are damaged due to the Event. All replacement or restoration shall be in a manner satisfactory to the City, in the City's sole discretion.

5.2 Licensee shall repair and make the Property available for public use immediately after the Use Period. Licensee shall complete all restoration no later than June 1 following each Event, annually. Licensee shall make a qualified representative available (for whom the City shall retain approval rights) to review, discuss and implement a course of action as a result of damages to the Property in accordance with the terms mentioned in Section 9, Damage & Security Deposit. Should Licensee fail to complete the Property's restoration by June 1 following each Event annually, the City Manager shall have the sole option to elect to begin deducting \$10,000.00 per day from the \$250,000.00 Damage & Security Deposit for each day the restoration remains incomplete. Licensee understands that if the Premises are not cleared of any and all production equipment, including electronics, supplies, and personal property by the expiration of the Use Period following notification to Licensee and, unless it has made other written arrangements with the City Manager or designee, a \$10,000.00 per day fee may be imposed until the Premises has been cleared.

5.3 The Parties acknowledge that Licensee upon occasion shall have the right, but not the obligation, to make certain temporary renovations to the Property in order to produce the Event, with such temporary renovations occurring at Licensee's sole cost and expense. The City shall not have any obligation to Licensee, financial, contractual or otherwise, arising out of temporary renovations. Any temporary renovations shall be performed in a manner acceptable to the City and shall minimize impacts to visitors of the Property.

5.4 Licensee acknowledges that it will not access or use the Ralph Middleton Munroe Miami Marine

Stadium, unless and until the Stadium has been restored, and then only after the City Manager provides written authorization, subject to all additional terms or restrictions imposed in the sole discretion of the City.

5.45.5 Licensee will use reasonable efforts to maintain the Property and surrounding areas clean from any waste during the Use Period, including, for example, the implementation of environmentally sensitive turbidity control measures. Historically designated areas or environmentally sensitive habitat, vegetation, or preserved areas shall not be damaged or disturbed by Licensee.

6. COMPLIANCE WITH PERMITS AND LAWS:

- 6.1** Licensee represents and warrants that during the term of this Agreement, in connection with the Event, it will obtain and maintain all required permits and approvals. The City will assist Licensee in obtaining permit(s) from governmental agencies including the Fire Department of the City of Miami. Fire Department manpower requirements shall be determined by the Fire Department and presented to Licensee at least ten (10) business days prior to the Event.
- 6.2** Licensee represents and warrants that during the term of this Agreement, it will not use or employ the Premises, or any other City owned property, to handle, transport, store or dispose of any hazardous materials and that it will not conduct any activity on the Premises or other City-owned property in violation of any applicable environmental laws.
- 6.3** Licensee represents and covenants that it will comply, and require its concessionaires to comply, with all applicable laws, codes and ordinances, including, but not limited to, the Americans with Disabilities Act (“ADA”), the Florida Building Code, all laws prohibiting discrimination, planning, zoning, traffic, and environmental laws, and regulations.
- 6.4** Licensee represents and warrants that it is aware of the restrictions contained in Sections 22-180 through 22-185 of the Code of the City of Miami entitled “Handbills” and that it will comply with all of the requirements therein with respect to the distribution of commercial handbills. Should Licensee fail to comply, it shall be responsible for the payment of any fine the City may impose upon the City. Payment for fines imposed must be made within ten (10) days of receipt thereof.
- 6.5** Licensee accepts this Agreement and hereby acknowledges that Licensee's strict compliance with all applicable federal, state and local laws, permits, approvals, ordinances, rules, and regulations (collectively sometimes referred to as: “law” or “laws”) is a condition of this Agreement, and Licensee, and any of its employees, agents or performers, shall comply therewith as the same presently exist and as they may be amended hereafter. This Agreement shall be construed and enforced according to the laws of the State of Florida.

7. USE FEE:

- 7.1** The Use Fee that is hereby agreed to by Licensee, to be paid by Licensee to the City is One Million Four Hundred Thousand Dollars (\$1,400,000.00) for each Event that occurs on the Property under the terms of this Agreement, subject to an increase of Three percent (3%) annually commencing upon the production of the third (3rd) Event, such increase applying yearly to each Event thereafter through the termination of this Agreement.
- 7.2** The Use Fee includes the Ticket Surcharge as defined in Section 2 of this Agreement. The Use Fee is an unconditional and absolute payment due the City regardless of any ticket shortfalls, ticket

price or sale fluctuations, or the number of tickets sold by the Licensee for the Event. The Use Fee is due as a net payment to the City without any deductions made for service charges, utilities, taxes, allowable offsets, Additional Charges as described herein, and any similar credits. The Ticket Surcharge as described herein and outlined in Section 53-1 of the Code of the City of Miami, as amended, shall be applicable to all Event tickets sold, as well as complimentary tickets in excess of 3,000 per day. In the event the Ticket Surcharge due to the City in accordance with Code Section 53-1 exceeds the Use Fee, the City shall be entitled to the greater of the Ticket Surcharge or the Use Fee. Notwithstanding any language to the contrary, under no circumstances will the City ever receive less than the Use Fee.

- 7.3 In consideration of the use of the Premises, Licensee shall be responsible for all costs and expenditures associated with the production of the Event, and Licensee shall compensate the City by payment of the Use Fee as defined in this Agreement. The Use Fee shall include fees for use of the Premises on load-in and load-out days and Event Days, the Ticket Surcharge and fees for use of the Property.
- 7.4 The Use Fee shall cover all fees associated with the use of the Property by Licensee. The Use Fee is for the temporary use of the Property, as specified in this Agreement, and does not include any services provided by the City, and shall not include specifically excludes Additional Charges, which may be incurred by Licensee, such as agreed-upon clean-up services, police, fire-rescue, utilities, sanitation, landscaping, and other charges set forth in Exhibit C (“Additional Charges”). The final cost of any Additional Charges shall be determined by the City upon presentation of invoices to Licensee following a prior estimate by the City of the various service providers, as applicable.
- 7.5 Under no circumstances will the City be liable for any costs or expenses incurred by Licensee under this Agreement or as a result of its operations or related activities beyond those that are expressly and specifically set forth in this Agreement. Licensee shall be responsible for all costs involved in the production of the Event, including without limitation: all BMI and ASCAP copyright and license fees, any intellectual property fees, all staffing and all charges for police, fire rescue, inspectors, building and/or assembly permits, security, insurance, all utilities, supplies, equipment rental, ticket surcharge, all applicable taxes, including State of Florida Sales and Use Tax, any other governmental levies and impositions imposed by law, and other services other than those which are furnished by the City and are included in the Use Fee. Following the conclusion of the Event, the City shall invoice Licensee for those costs which are paid by Licensee as pass-through costs pursuant to this Section 7.4, and Licensee shall reimburse the City within ten (10) days after Licensee’s receipt of such invoice(s). Licensee may engage any vendor(s) it elects to contract with, and Licensee is not required to use City-approved vendors, except as otherwise specifically provided in this Agreement. The preceding sentence does not apply to service furnished by City employees.
- 7.6 The City reserves the right to interrupt, curtail or suspend the provision of any utility service, including but not limited to, heating, ventilating and air conditioning systems and equipment serving the Property, to which Licensee may be entitled hereunder, when necessary by reason of accident or emergency, or for repairs, alterations or improvements in the judgment of the City Manager desirable or necessary to be made or due to difficulty in obtaining supplies or labor, or for any other cause beyond the reasonable control of the City. The work of such repairs, alterations or improvements shall be prosecuted with reasonable diligence, and to the extent that substantial repairs, alterations, improvements and/or construction is contemplated or scheduled to occur during the Use Period, Licensee shall be promptly notified by the City of such scheduled repairs, alterations, improvements and/or construction. The City shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Licensee or for any

limitation of supply resulting from governmental orders or directives. Licensee shall not claim any damages by reason of the City's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Agreement or any of Licensee's obligations hereunder be affected or reduced thereby

8. TERMS OF PAYMENT:

- 8.1** Licensee shall submit to the City, by wire transfer, cashier's check, or money order, no later than 5:00 p.m., two (2) ~~calendar~~ days prior to the commencement of the ~~Event~~Use Period, the Use Fee, and any estimated additional charges, and Licensee shall have fully and timely replenished the Damage & Security Deposit by the dates outlined herein.
- 8.2** All amounts due to the City in excess of the Use Fee, shall be remitted to the City within thirty (30) ~~calendar~~ days of the conclusion of the Event.
- 8.3** If any installment of the Use Fee or any other undisputed sum due from Licensee shall not be received by the City ~~on the date within thirty (30) days after the date on which~~ such undisputed sum is due, Licensee shall pay to the City a late charge equal to five percent (5%) of such overdue amount. If the undisputed sum due is not received by the City within fifteen (15) days after the date on which such undisputed sum is due, the Five percent (5%) late charge will be replaced with a late charge equal to Eleven and One Half (11.5%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the City will incur by reason of late payment by Licensee. Acceptance of such late charge by the City shall not constitute a waiver of the Licensee's default with respect to such overdue amount, nor prevent the City from exercising any of its other rights and remedies granted hereunder or at law or in equity. The terms of this Section shall not apply to any charges which are the subject of a good faith dispute which are ~~promptly~~ controverted in writing, setting forth with reasonable specificity all pertinent details by the party seeking to avoid payment. ~~Promptly shall mean~~ within ten (10) ~~business~~ days of the due date.

9. DAMAGE & SECURITY DEPOSIT; DATE DESIGNATIONS:

- 9.1** The Damage & Security Deposit shall be in the amount of Two Hundred and Fifty Thousand dollars (\$250,000.00) and shall be subject to the applicable terms of this Agreement. The Damage & Security Deposit is intended to secure performance of all of Licensee's obligations hereunder, including but not limited to the repair and restoration of the Property after the Event. In addition, the Damage & Security Deposit is intended to secure Licensee's request for future dates through the end of the term of this Agreement.
- 9.2** A joint inspection of the Premises by the parties will be made within Two (2) business days after the completion of each Event and/or upon the expiration of the Use Period, wherein the short-term and long-term repairs to the Property will be identified. The Damage & Security Deposit will be held by the City until such time as all the repairs are completed or it is depleted by Licensee's failure to complete the restoration within the allotted time. The Damage & Security Deposit shall also be applied toward payment of any fees, liens, costs or other assessments against the Property or the City for activities and operations of Licensee directly resulting from or related to the Event. In the event the amount necessary to repair the damages or satisfy Licensee's obligations hereunder exceeds the Damage & Security Deposit, then Licensee agrees to pay the balance to the City within Ten (10) business days of the City's written request.
- 9.3** Nothing in this Agreement shall be construed as constituting the consent or request of the City,

expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials, for any specific work on the Property nor as giving the Licensee the right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any liens against the City's interest in the Property. If any liens shall at any time be filed against the Property, the Licensee shall cause it to be discharged of record within thirty (30) days after the date that it has notice of its filing. Licensee's failure to comply with this Section shall be a valid reason for cancellation of this Agreement by the City Manager for cause.

- 9.4** Licensee further agrees to inform the City by July 1 of every subsequent Event year, of its intentions to hold the Event during the Use Period for the subsequent dates for the immediately following year. If Licensee affirms its intention of holding the Event, the Damage & Security Deposit will be held to secure performance of all Licensee's obligations. Licensee's failure to inform the City of Licensee's intention of usage by the above-stated deadlines, shall not be deemed an affirmation by Licensee of its intention to use the Property. Cancellation of the Event after Licensee's affirmation to the City of its intention to use the Property shall result in forfeiture of the Damage & Security Deposit.
- 9.5** Similarly, in the event the Damage & Security Deposit falls below \$250,000.00 after Licensee completes all necessary repairs to the Property, Licensee shall timely and fully replenish up to the full amount of \$250,000.00 within Ten (10) business days of the City's written request.
- 9.6** If Licensee fails to remove any personal property, equipment and fixtures from the Property within Seventy-Two (72) Twenty-Four (24) days following the close of the Use Period and notification by the City to Licensee and following Licensee's failure to remove such personal property, equipment and fixtures from the Property, then said property shall be deemed abandoned and thereupon shall become the sole personal property of the City. The City, at its sole discretion and without liability shall remove the same and Licensee shall reimburse the City for all costs associated with such removal and disposal within Ten (10) business days following such removal. Licensee will be liable for any costs, including removal and/or storage, incurred by the City for Licensee's failure to timely remove personal property, equipment and fixtures from the Property.
- 9.7** Licensee shall not be entitled to receive any interest on the Damage & Security Deposit. As this Agreement is a license, the Parties stipulate that Chapter 83, Florida Statutes, does not apply to the Damage & Security Deposit, and this is not a lease agreement.

10. TICKETS:

10.1 Ticket Surcharge:

For purposes of this Agreement, the City acknowledges and agrees that all applicable ticket surcharges as stated in Section 53-1, of the Code of the City of Miami and ordinance 10509 of the City of Miami, as may be amended, that are due to the City are inclusive in the Use Fee, unless the total Ticket Surcharge due to the City under such Code Section 53-1 exceeds the Use Fee. Licensee shall pay to City all Ticket Surcharge fees to the extent that they exceed the Use Fee, as provided in Section 7.2 herein. Licensee agrees to pay all applicable taxes, merchant, and service charges related to tickets.

10.2 Complimentary Tickets:

Licensee shall have right to distribute up to 3000 complimentary tickets per each Event day for promotional use without payment of a ticket surcharge. Complimentary tickets distributed by the Licensee in excess of 3000 per each Event day shall have a face value of not less than the highest

priced general admission ticket of each Event year for purposes of calculating the ticket surcharge.

10.3 Ticket Policy:

10.3.1 Licensee agrees that all ticketed events in the Property, to include the Event will be audited by the City Manager’s designee relating to tickets sold by Licensee. There will be no exceptions.

10.3.2 Licensee agrees to submit a valid ticket manifest prior to the opening of the gates. There will be no exceptions. The City Manager’s designee will report compliance or lack of compliance to the City prior to the gates being opened on day of the Event.

10.3.3 Failure to provide a valid ticket manifest may result in a non-compliance fee as outlined below. The fee will be assessed on all tickets counted by the City, including complimentary tickets. Fees shall be assessed as follows: 1,000 to 9,999 tickets - \$1,000.00 non-compliance fee; 10,000 to 19,999 tickets - \$2,000.00 non-compliance fee; and 20,000 + tickets - \$3,000.00 non-compliance fee

10.4 Ticket Scanning:

In the event that Licensee employs a ticket scanning method (including barcode, RFID and other scanning technologies), City ticket scanning personnel will not tear tickets in half and a drop count will not be used. Additionally, Licensee shall provide sufficient back-up scanners in the event of any scanner malfunction. In the event of a complete scanner failure, the City may use alternative methods to maintain accurate counts of patrons attending the Event. Licensee will provide the City with a laptop loaded with a ticketing program that will track the scanned tickets making it possible to know how many patrons are in the facility at any time. In the event that the show’s tickets are sold out, the City and Licensee agree that ticket counting staff will not be required.

10.5 Capacity:

The current ~~minimum~~ capacity for the Event is estimated to be 60,000 persons per day. Licensee shall have the right to increase the capacity for the Event, subject to applicable safety and traffic requirements as set forth by the City’s Fire Department, Police Department, and similar departments or agencies. The City agrees to use its best efforts to cooperate with Licensee in the event that Licensee elects to increase the number of tickets that may be issued for, and the total attendance at, the Event.

11. ADVERTISING:

All advertising for Event must state: City of Miami, Miami Marine Stadium, 3501 Rickenbacker Causeway, Miami, FL 33149 and Virginia Key Beach Park, 4000 Virginia Beach, Miami FL 33149. Licensee shall not permit any signs or advertising matter to be placed upon the exterior of the Property without having first obtained the written approval of the City Manager or their designee, which approval may not be unreasonably withheld, delayed or conditioned. Licensee shall, at its sole cost and expense, install, provide, maintain such sign, decoration, advertising matter or other things as may be permitted hereunder in good condition and repair at all times. Licensee must further obtain approval from all governmental authorities having jurisdiction and must comply with all applicable requirements set forth in the Sign Regulations in the City of Miami Code and Zoning Ordinance and the Miami-Dade County Sign Code, as applicable. Upon the end of each Use Period, Licensee shall, at its sole cost and expense, remove any sign, decoration, advertising matter or other item permitted hereunder from the Property. Licensee hereby understands and agrees that the City may, at its sole discretion, erect or place upon the Property an appropriate sign indicating City's having entered into this Agreement.

12. FOOD & ARTS & MERCHANDISE LOCATIONS:

Not later than sixty (60) days prior to the Use Period, the Licensee shall make available to the City, for the City Manager's approval, which approval shall not be unreasonably withheld, delayed or conditioned, a preliminary site plan setting forth the location of Licensee's installations and equipment on the Property, including, without restriction, the location of the Licensee's tents, ticket box office, concession and food stands, and vans. Final Site Plan shall be due to the City not later than thirty (30) days prior to the Use Period. The City Manager, or his designee, shall approve or disapprove, which disapproval shall state the reasons within five (5) business days after its receipt. The City and the City's Fire Department reserve the right to remove or revise the location of booths for the Event to the extent necessary for public health, safety and security during the Event.

13. SECURITY:

Licensee shall provide, at Licensee's cost, all necessary perimeter/t-shirt event security and police officers to be determined by the City of Miami Police Department and the City, including, but not limited to, an on-site special response team on site throughout the duration of the Event. In addition, the City may require extra fencing or security if it deems it necessary. The Licensee shall maintain access for City of Miami emergency vehicles on the Property at all times.

14. PARKING

To the extent Licensee will not be utilizing the portions of the Property constituting parking lots for staging, production, logistics or related purposes, and to the extent such parking lots are not needed to mitigate traffic or for other logistical reasons, all in the sole and absolute discretion of Licensee, then the City may allow public parking at such parking lots, the City shall conduct such parking operations at its sole expense, and the City shall retain 100% of all parking revenues collected ~~by the TRUST.~~ The portion of the Property identified in Exhibit A-2 as Arthur Lamb Road Area will be used for parking. If the maximum available parking provided on the Arthur Lamb Road Area is insufficient under applicable law, or otherwise insufficient for Licensee's purposes, Licensee shall be responsible for obtaining additional parking required at its sole cost and expense.

15. INSURANCE:

Licensee shall obtain and maintain in force for the Use Period, insurance policies and coverages, as may be reasonably amended from time to time by the City's Director of Risk Management or designee, and as set forth on Exhibits B-1 and B-2 (B-1 is for the Licensee; B-2 is for the caterer), which is attached hereto and made a part of this Agreement. The City and the Virginia Key Beach Park Trust shall be named "Additional Insured" on all policies. Any questions regarding insurance should be directed to the City. Licensee shall furnish all required insurance certificates no later than ten (10) days prior to the commencement of the Use Period.

16. INDEMNIFICATION:

Licensee agrees to indemnify, defend (at its own cost and expense), covenant not to sue, and hold harmless the City, their respective officers, officials, employees, personnel, volunteers, agents, assigns, representatives, and successors, and the Virginia Key Beach Park Trust, their respective officers, officials, employees, personnel, volunteers, agents, assigns, representatives, and successors (hereinafter collectively

referred to as the “Indemnitees”) from and against all Liabilities to the extent arising out of, resulting from, or in connection with (i) the Event, the use of the Premises and/or performance of any renovation to the Premises, (ii) the performance or non-performance of this Agreement, whether it is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them (except for the intentional, criminal or wrongful acts, or gross negligence or willful misconduct committed by such Indemnitees), or (iii) the failure of Licensee to comply with any of the provisions contained herein, or to conform to statutes, ordinances, or other rules, conditions of approval, permits or regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement, including, without limitation all actions and omissions by the Licensee taken as a result of or in connection with this Agreement. This Indemnification shall cover liabilities in tort, liabilities in contract, liabilities alleging statutory or regulatory violations including, but not limited to claims resulting from noise, light, nuisance, traffic, and/or liabilities derived from any other actions or omissions alleged to impact the quiet enjoyment of residents, tenants, or commercial entities in the surrounding neighborhoods, or otherwise who reside within Five (5) miles of the Property. Licensee expressly agrees that this indemnification shall include all employees/personnel of the City, on and off-duty police officers, ~~and fire, and other emergency/medical service employees~~-personnel rendering services or support in connection with the Event. In addition, Licensee expressly agrees to indemnify, covenant not to sue, and hold harmless the Indemnitees, or any of them, from and against all Liabilities which may be asserted by an employee or former employee of Licensee, or any of its contractors, subcontractors, agents, representatives, concessionaires, vendors, invitees, guests, or consultants as provided above, for which Licensee’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws. This Indemnification provision shall survive the expiration, termination, or cancellation of this Agreement and shall continue in effect until the expiration of the corresponding statute of limitations or the tolling thereof. The word Liabilities used in this Section includes claims and actions relative to the Liabilities. Granting of this Agreement is freely acknowledged by the Licensee as good and sufficient independent consideration for this Indemnification.

17. RISK OF LOSS:

Except as set forth in the following sentence, the Indemnitees as described above, assume no responsibility whatsoever for any person or property that enters the Premises as a result of, or in connection with, the Event. In consideration of the execution of this Agreement by the City, Licensee releases the Indemnitees from any and all liability for any loss, injury, death, theft, damage or destruction to any persons or property to include, without limitation, those described above in Section 16 Indemnification, which may occur in or about the Premises and which loss, injury, theft, damage or destruction to any persons or property arises from Licensee’s negligent acts or omissions. To the extent allowed by Florida Statute 768.28, Licensee does not release the City for any and all liability to the extent such liability is determined to be due to the intentional or willful misconduct or gross negligence of the City.

18. DEFAULT PROVISION:

In the event Licensee shall fail to comply with any material term and condition of this Agreement or shall fail to perform any of the material terms and conditions contained herein, then the City, at its sole option and in addition to all other rights and legal remedies available to it by law, upon written notice to Licensee, may cancel and terminate this Agreement [after providing Licensee with written notice of any material breach by Licensee and after allowing Licensee an opportunity of Twenty (20) ~~business~~ days to cure such material breach or default] and all payments made by User pursuant to this Agreement, shall be retained by the City. Licensee shall have no recourse against the City or Virginia Key Beach Park Trust from the provisions of this Section.

19. AWARD OF AGREEMENT:

Licensee represents and warrants to the City that it has not employed or retained any person or company

employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon the award of this Agreement.

20. PUBLIC RECORDS:

Licensee understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable laws. Licensee's failure or refusal to comply with the provisions of this section shall result in the City's immediate cancellation of this Agreement. Licensee acknowledges that this termination is not subject to cure provisions contained elsewhere in this Agreement.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY PHONE AT 305-416-1883; BY EMAIL AT PUBLICRECORDS@MIAMIGOV.COM; OR IN PERSON AT 444 SW 2ND AVENUE, 9TH FLOOR, MIAMI, FLORIDA 33130.

21. NONDISCRIMINATION:

Licensee shall not discriminate against any persons on account of race, color, sex, sexual orientation, gender, religion, creed, ancestry, national origin, age, disability, or marital status in the use of the Premises.

22. AUTHORIZED PERSONNEL:

The City shall have authorized representatives with decision making authority, reasonably available at all reasonable times throughout the Use Period for consultation with Licensee, as requested.

23. AUTHORITY TO EXECUTE AGREEMENT:

Each party represents to the other that it has the power to enter into this Agreement and that the consent of no other person or entity is required in connection therewith, except as otherwise provided, and this Agreement constitutes a valid and binding obligation of each party in accordance with the terms hereof. This Agreement is subject to the separate review and approval of the Miami City Commission as an express condition precedent to its validity.

24. RELATIONSHIP OF PARTIES:

This Agreement shall not be deemed or construed to create any landlord tenant relationship, leasehold estate, rights of exclusive occupancy and possession of the Property and Premises during the Use Period, or agency relationship, partnership, or joint venture between the City and Licensee. The City is not a guarantor of any debt, default or miscarriage of the Licensee.

The City enters into this Agreement with Licensee to provide Licensee with a limited use of the Property for the Event, and does so in a proprietary sense as landowner, not in its regulatory capacity. Any approvals herein shall not be considered approvals or waivers of any applicable laws, or otherwise relieve Licensee of any obligation it may have at law to submit applications with any department of the City or any other governmental authority having jurisdiction.

25. NOTICES:

Notices required under this Agreement shall be deemed to be given when hand-delivered (with receipt therefore) or mailed by registered or certified mail, postage prepaid, return receipt requested.

AS TO LICENSEE:	AS TO THE CITY:
General Counsel	City Manager
Event Entertainment Group, Inc.	City of Miami
201 S. Biscayne Blvd., #800	3500 Pan American Drive
Miami, Florida 33131	Miami, Florida 33133

WITH A COPY TO:
City Attorney
City of Miami
444 SW 2nd Avenue, Suite 945
Miami, Florida 33130

WITH A COPY TO:
Director of Real Estate & Asset Management
City of Miami
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130

26. GOVERNING LAW/VENUE; ATTORNEYS FEES:

This Agreement shall be construed according to the laws of the State of Florida and venue for any and all claims or controversies that may arise as a result of this Agreement shall be heard in a court of competent jurisdiction in Miami-Dade County, Florida. Each party shall bear their own respective attorney's fees.

27. CONFLICT OF INTEREST:

Licensee is aware of the conflict of interest laws of the City of Miami (Code of the City of Miami, Florida, Chapter 2, Article V), of Miami-Dade County, Florida (Code of Miami-Dade County, Florida, Section 2-11.1) and of the State of Florida (as set forth in Florida Statutes) and agrees it will fully comply in all respects with the terms of said laws and any future amendments.

28. FORCE MAJEURE:

The Parties shall not be liable to the other for any failure to perform their respective obligations where such failure is caused by Force Majeure, which is defined herein as any event whereby the Property, or any portion thereof, shall be destroyed or damaged, as a result of any event beyond human control, including but not limited to acts of national security, national emergency, acts of God, war, act or threats of terrorism, domestic government regulations, strikes (other than strikes of Licensee's employees), fire or other natural calamity, disorder, civil disobedience, curtailment of transportation facilities or service, or any occurrence which makes it illegal or impossible for Licensee to perform its obligations under this Agreement. ~~Upon the occurrence of a Force Majeure event, both Parties shall be excused of their obligations hereunder.~~

29. ASSIGNMENT:

The City has relied on the extensive and unique reputation and experience of Licensee in granting this License. The License is personal to the Licensee. Licensee shall not sell, grant, confer, or assign this License or any part thereof to any other party, person, or entity. The License granted by this License is personal to the Licensee. Any assignment of this License contrary to the foregoing provision, whether voluntary or involuntary, shall be void and shall confer no right upon such assignee, shall constitute a default under this License, and shall result in an automatic revocation of the License and the forfeiture of the rights of Licensee hereunder following notification to Licensee and opportunity to cure.

30. SEVERABILITY

It is the express intent of the Parties that this Agreement constitutes a license and not a lease. To further this intent, the Parties agree as follows: (i) if any provision of this Agreement, or the application thereof to any circumstance, suggest that a lease, rather than a license, has been created, then such provision shall be interpreted in the light most favorable to the creation of a license and (ii) if any provision of this Agreement, or the application thereof to any circumstance, is determined by a court of competent jurisdiction to have created a lease rather than a license, then such provision shall be stricken and, to the fullest extent possible, the remaining provisions of this Agreement shall not be affected thereby and shall continue to operate and remain in full force and effect.

With regard to those provisions which do not affect the Parties intent for this Agreement to serve as a license, should any provision, section, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, section, paragraph, sentence, word or phrase shall be deemed modified to the minimum extent necessary to accomplish the intent of this Agreement to the maximum extent allowable without violating any applicable laws; or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

31. AMENDMENTS

No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the Parties with the same formality as this License. Neither this License, nor any term hereof, can be changed, modified, or abandoned, in whole or in part, except by an instrument in writing, and no prior or subsequent oral agreement shall have any validity whatsoever. Notwithstanding any language to the contrary, the City Manager is authorized to execute non-substantive or operational amendments to this License without the necessity of further action by the City Commission.

31.32. CITY ACCESS

The City and its authorized representative(s) shall at all times have access to the Property. The City will maintain a complete set of keys to the Property. Licensee, at its sole cost and expense, may duplicate or change key locks to the Property but not until first receiving written approval from the City Manager for such work. In the event Licensee changes key locks as approved by the City Manager, Licensee, at its sole cost and expense, must also provide to the City a copy or copies of said keys, if more than one copy is required.

The City shall have access to and entry into the Property at any time to: (a) inspect the Property; (b) to perform any obligations of Licensee hereunder which Licensee has failed to perform after written notice thereof to Licensee, Licensee not having cured such matter within ten (10) days of such notice, and without the City waiving any legal rights or remedies; (c) to assure Licensee's compliance with the terms and provisions of this Agreement and all applicable laws, ordinances, rules and regulations; (d) to show the Property to prospective purchasers, tenants or others; and (e) for other purposes as may be deemed necessary by the City Manager or his/her authorized designee in the furtherance of the City's corporate purpose; provided, however, that City shall make a diligent effort to provide at least 24-hours advance notice and Licensee shall have the right to have one or more of its representatives or employees present during the time of any such entry. The City shall not be liable for any loss, cost or damage to the Licensee by reason of the exercise by the City of the right of entry described herein for the purposes listed above. The making of periodic inspections or the failure to do so shall not operate to impose upon the City any liability of any kind whatsoever nor relieve the Licensee of any responsibility, obligations or liability assumed under this Agreement.

(SIGNATURE PAGE FOLLOWS)

DRAFT

IN WITNESS WHEREOF, the parties hereto have individually and through their proper corporate official executed this Agreement, this the day and year first written.

“CITY”

ATTEST:

CITY OF MIAMI, A Florida Municipal Corporation

Todd B. Hannon
City Clerk

Emilio T. Gonzalez, Ph.D.
City Manager

Approved as to Legal Form
And Correctness by:

Approved as to Insurance
Requirements by:

Victoria Méndez,
City Attorney

Ann-Marie Sharpe
Director of Risk Management

Approved as to Business Terms:

Daniel Rotenberg
Director of Real Estate &
Asset Management

“LICENSEE”

ATTEST:

EVENT ENTERTAINMENT GROUP, INC.

Witness, sign above & print name below

Steven A. McCord
Chief Financial Officer

Witness, sign above & print name below

EXHIBIT A-1

PROPERTY – MARINE STADIUM AREA

**Generally located on or around 3801 Rickenbacker Causeway Miami, FL 33149
(subject to existing Leases, Licenses, and any other City Agreements)**



*Sizes and demarcation lines are approximate and subject to a formal survey

EXHIBIT A-2

PROPERTY – ARTHUR LAMB ROAD AREA

Generally located on or around 3801 Rickenbacker Causeway Miami, FL 33149
(subject to existing Leases, Licenses, and any other City Agreements)



*Sizes and demarcation lines are approximate and subject to a formal survey

EXHIBIT A-3

PROPERTY – HISTORIC VIRGINIA KEY BEACH PARK TRUST AREA

Generally located on or around 4000 Virginia Beach Drive, Miami, FL 33149



*Sizes and demarcation lines are approximate and subject to a formal survey

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EXHIBIT B

**INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE-EVENT
ENTERTAINMENT GROUP, INC.
ULTRA FEST EVENT**

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$1,000,000

B. Endorsements Required

City of Miami, Virginia Key Beach Park Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

Contingent and Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse and Underground Hazards
Terrorism Coverage Included
Liquor Liability Included
Waiver of Subrogation

II. Business Automobile Liability

A. Limits of Liability	
Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto, Owned Autos	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

B. Endorsements Required

City of Miami, Virginia Key Beach Park Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer's Liability

- A. Limits of Liability
 - \$1,000,000 for bodily injury caused by an accident, each accident.
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

V. Umbrella Policy/Excess Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Each Occurrence \$ 10,000,000
 - Aggregate \$ 10,000,000

City of Miami, Virginia Key Beach Park Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

Coverage is excess over all applicable liability policies contained herein including terrorism and liquor liability.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

EXHIBIT B-2

**INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE-EVENT
ENTERTAINMENT GROUP, INC.
ULTRA FEST EVENT (CATERING COMPANY)**

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000

B. Endorsements Required

City of Miami, Virginia Key Beach Park Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

Contingent and Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse and Underground Hazards
Terrorism Coverage Included
Waiver of Subrogation

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability Combined Single Limit	
Any Auto, Owned Autos	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

B. Endorsements Required

City of Miami, Virginia Key Beach Park Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

III. Worker’s Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer’s Liability

Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Policy/Excess Liability

Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence \$10,000,000
Aggregate \$10,000,000

City of Miami, Virginia Key Beach Park Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

Coverage is excess over all applicable liability policies contained herein including liquor liability.

V. Liquor Liability

Limits of Liability
Each Occurrence \$1,000,000
Aggregate \$1,000,000

City of Miami, Virginia Key Beach Park Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than “A-” as to management, and no less than “Class V” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

EXHIBIT C

ADDITIONAL CHARGES

1. City of Miami Police
2. City of Miami Fire Rescue
3. Light Pole, Benches, Bike Racks Removal/Reinstall
4. Chain Link Fence Removal
5. Solid Waste Downtown
6. Solid Waste Trash Hauling
7. Overtime Fees
8. Taxes
9. Electricians (to the extent provided by the City)
10. Drums/oil containers and/or disposal fees
11. Fiber Optic and/or WIFI costs
- 11.12. Utilities (electrical, water, sewer, etc.)

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