

CITY OF PANAMA CITY BEACH SPECIAL EVENT AGREEMENT

THIS AGREEMENT is made and entered into this [redacted] day of [redacted] 2019 , by and between the City of Panama City Beach, Florida, a municipal corporation (the "City"), 110 South Arnold Road, Panama City Beach, Florida 32413, and Event rights holder: [redacted] ("Licensee") Whose address is: [redacted]

CITY HEREBY GRANTS to Licensee a license to use that certain real property in Bay County, Florida described as [redacted] (the "Site") and the "Parking Lots and other areas" as more particularly shown with attachment Exhibit A.

1. **LIMITED USE OF THE SITE.** Licensee shall use the Site for the exclusive purpose of [redacted] (the "Event"). The License shall at its own expense obtain any and all governmental licenses and permits necessary for Licensee's use. The possession, consumption, and sale of alcoholic beverages is prohibited unless use is expressly authorized in writing by the City Manager and approved through permits issued by the appropriate state licensing agencies.

2. **TERM.** The Licensee shall be entitled to use the Site and Parking Lots for a period of ____ days, commencing from: [redacted] to: [redacted] (the "Term") 7:00a.m.-11:00 p.m. each day.
 - a. "Set-up". Licensee shall have non-exclusive use of Site & Parking lot for [redacted] day(s); (dates) from: [redacted] to: [redacted] prior to the commencement of the Event.
 - b. "Event Proper". Licensee shall have exclusive use of the Site and non-exclusive use of the Parking Lots for [redacted] day(s); (dates) from: [redacted] to: [redacted] during the Event.
 - c. "Take down". Licensee shall have non-exclusive use of Site and Parking Lots for [redacted] day(s); (dates) from: [redacted] to: [redacted] following the conclusion of the Event.

3. **FEE.** Licensee agrees to pay City Rent for the Site at the rates set forth in Exhibit A to this Agreement, attached hereto and made part hereof for all purposes, plus all applicable sales and use taxes imposed upon the rental payment. The Rent shall include the Base Rental for the Site and Services Rented, and any unreserved use of the Site and services incurred by Licensee during the Event Term.
 - a. A Reservation Security Deposit of \$500 for events with 1,000 or less people and \$1,000 for more than 1,000 people shall be paid to the City at time of Licensee's Reservation of the Site. This deposit shall be credited to the Licensee toward total Rent due, as calculated at the conclusion of the Event. Further this deposit shall be wholly forfeited to the City upon notification to the City of the Event's cancellation.
 - b. One-hundred Percent (100%) of the Base Rental for the Site and Services rented shall be paid to the City no later than five (5) days prior to the first day of the reserved Event Term.

- c. Upon the conclusion of the Event, Licensee shall pay City the remaining balance for the Site and Services rented, together with all other fees incurred by Licensee's actual use of the site and park services, including but not limited to those shown upon the Schedule of Fees and Costs listed in Exhibit A to this Agreement, which shall be due and payable upon notification by the City within thirty (30) days of conclusion of the Event.

4. **ACCEPTANCE OF SITE.** Licensee represents and warrants that it has inspected or caused to be inspected the Site and Parking Lots, including all facilities, utilities and improvements thereon, and that they are acceptable "as is" and appropriate for the Event. In the Event of the material change in the condition of the Site or Parking Lots adversely affecting the Licensee's ability to produce the Event, Licensee's sole remedy shall be to Terminate this Agreement and receive a refund of the use fee, if paid.

5. **UTILITIES.** Licensor shall pay cost of all utilities consumed during the Term, including but not limited to water, sewer, and electricity. Licensee shall pay all costs of solid waste and hazardous disposal costs for waste generated on or within the Site and Parking Lots during the Term.

6. **ALTERATIONS, ADDITIONS, IMPROVEMENTS.**
 - a. No permanent alterations, additions, improvements shall be made to the Site. The City shall require the Licensee to remove any alteration, addition or improvement and restore the Site to its original condition at the Licensee's expense.
 - b. Licensee may need to obtain specific permits from the City's building department for certain temporary improvements or structures Licensee finds necessary to produce the Event, including by way of example, portable toilets, temporary electrical cords, junction boxes, water hoses, temporary lighting, temporary fencing, sound equipment, generators, trailers, tents, temporary concession, vendor facilities, trash receptacles and all other improvements of similar nature. Licensee shall remove all such temporary improvements existing on the Site or Parking Lots at the conclusion of the Event, failing which the City or its designee may seize, impound, remove, and destroy the same at Licensee's expense.

7. **REPAIRS, MAINTENANCE AND CLEAN-UP.** Licensee shall at its expense keep and maintain in good repair the Site and Parking Lots during the Term. Licensee shall provide for the prompt, daily off-site removal and proper disposal of all human and animal waste generated during the Term. Special care shall be taken to ensure that no run-off or discharge of human or animal waste material occurs to any adjoining land or water body. During takedown, Licensee shall at its expense pickup and remove all trash, debris and similar material from the Site and Parking Lots and return the same to a neat clean appearance, failing which the City or its designee may pick up and remove all trash, debris and similar material at Licensee's expense. Licensee agrees to repair, replace or compensate the City for any damage sustained to City property during the Term, as determined by the City in its sole discretion.

8. **CONDITIONS AND OF SITE.** Licensee shall neither commit nor permit waste of the Site or Parking Lots. At the Termination of this Agreement by lapse of time or otherwise, Licensee shall vacate and return the Site and Parking Lots to the City in the same or better condition as received, failing which the City or its designee may take any necessary steps to return the Site and Parking Lots to the same or better condition as they were received by Licensee, at Licensee's expense.
9. **COMPLIANCE WITH LAWS.** Licensee shall comply and cause its employees, agents and subcontractors to comply with all laws, ordinances and regulations applicable to the occupation use or maintenance of the Site and Parking Lots, and shall promptly comply and cause the same to comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or associated with the Site and Parking Lots.
10. **RIGHT OF ENTRANCE.** The City shall have the right to enter the Site and Parking Lots at all times during the Term and shall have free access at all times to all spaces occupied by the Licensee, its employees, agents and subcontractors. A minimum of (10) all access passes must be provided to the Parks & Recreation Department to allow staff access to site.
- 11. INSURANCE AND INDEMNIFICATION.**
- a. City of Panama City Beach has the right to receive copies of all insurance policies upon request. Policies shall not contain any exclusions that are not acceptable to the City. If requested by the City, all policies must be certified by the insurance carrier as being true and complete. Insurance and indemnification requirements are outlined in Exhibit B.
 - b. To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.
 - c. Contractor's obligation to indemnify and hold harmless under this Section 11 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the City of an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
12. **ATTORNEY'S FEES.** In the Event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at trial and appellate levels and at any Mediation or arbitration.
13. **TIME.** Time is of the essence in the Agreement.
14. **REMEDIES.** Failure to cure a breach of material Term hereunder within four (4) hours of Licensee's receipt of written notice thereof shall entitle the City to Terminate this Agreement. All rights and remedies conferred upon

the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

15. **ASSIGNMENT.** This Agreement is not assignable.
16. **SEVERABILITY.** In the Event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any provision hereof.
17. **MODIFICATIONS.** No modifications, amendment, or alteration in the Terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Licensee.
18. **WAIVER.** Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the Terms of this Agreement.
19. **FORCE MEJEURE.** The City's failure or inability to provide any facility for public use at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of god, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this agreement.
20. **SPECIAL PROVISIONS:**
21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed in the presence of:

Licensee:

Witness #1 Print Name:

Organization Name:

Witness #2 Print Name:

By:

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____, 201_____

by

() who is personally known to me.

() who produced _____ as identification

Signature of Notary Public

IN WITNESS WHEREOF, the City has executed this Agreement as of the day and year first above written.

City of Panama City Beach, Florida a
municipal corporation

Mario Gisbert, City Manager

Attest:

Mary Jan Bossert, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____, 201_____
by Mario Gisbert and Mary Jan Bossert as City Manager and City Clerk of the City of Panama City Beach,
Florida

() who is personally known to me.

() who produced _____ as identification

Signature of Notary Public

Exhibit A

Name of Event: _____
Sponsoring Organization: _____ Phone: _____
Website: _____

Contract Representative's Name: _____
Email Address: _____
Mailing Address: _____

1. Schedule of Fees & Costs: Total amount set forth below will be calculated upon conclusion of the Event.

Aaron Bessant Park Facilities

Amphitheater/ Stage/ Restroom-Event Days	<i>Includes up to 10 hrs. Special Event Restrooms. After add \$40 per hr.</i>	\$5,000 per day
Amphitheater/ Stage/ Restroom-Non-Event Days		\$500 per day
Office	<i>For Event Holders</i>	\$100 per day
Special Event Restroom	<i>After 10 hrs. add \$40 per hr.</i>	\$1,000 per day
Non-Profit/ Tax Exempt Community Activity		\$500 per day
Unscheduled Set-up/ Break-down Day(s) Rent		\$750 per day
Deposit- 1,000 people or less <i>(must accompany contract)</i>		\$500
Deposit- more than 1,000 people <i>(must accompany contract)</i>		\$1,000

Frank Brown Park Facilities

Festival Site- Event Days		\$2,500 per day
Festival Site- Non-Event Days		\$500 per day
Non-Profit/ Tax Exempt Community Activity		\$500 per day
Unscheduled Set-up/ Break-down Day(s) Rent	<i>Plus Staffing Costs</i>	\$750 per day
Deposit- 1,000 people or less		\$500
Deposit- more than 1,000 people		\$1,000

Miscellaneous Fees

Table Rental	<i>Per Day</i>	\$4 each
Chair Rental	<i>Per Day</i>	\$1 each
Additional Maintenance	<i>May require 2 staff</i>	\$20 per hr.
Facility Fee Aaron Bessant	<i>Less than \$50 ticket price</i>	\$1 per ticket
Facility Fee Frank Brown	<i>\$50 or more ticket price</i>	\$2 per ticket
Clay Parking Lot- Parking	<i>Parking with Insurance</i>	\$100 per day
Clay Parking Lot- For Event/ Activities		\$500 per day
Bleachers	<i>Frank Brown Only- No Off Site</i>	\$50 per day
Staging (16' x 16')	<i>Per Approval & Availability</i>	\$250 per day

Administration Fee *Required for each agreement/ event- Submitted with agreement* \$35

5.7% Florida & 1% Bay County Sales Tax

Other: Late fee charge-10% per month on balances 30 days overdue

Execution of this Special Event Agreement does not constitute confirmation of your Event at a PCB Parks & Recreation facility. To lock in the date(s) and facilities requested, you must submit a completed and fully executed and notarized Document Package including the SPECIAL EVENT AGREEMENT, a Certificate of Insurance, deposits/ payments and any applicable vendor and Special Event permits to the City of Panama City Beach PCB Parks & Recreation Department, Attn: Facilities & Special Events Coordinator, Frank Brown Park, 16200 Panama City Beach Parkway, Panama City Beach, FL 32413, Fax: 850.233.5161 Events will be scheduled upon receipt of the completed Document Package up to one year in advance, but no later than 30 days prior to your Event.

Exhibit B (Insurance Requirements)

Licensee shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental or use of the facilities and the activities of the Licensee, his guests, agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Licensee.

To help Event Directors confirm that the minimum insurance requirements of the City is in place, an Insurance Program Process and Risk Management Program has been established.

An independent insurance consultant will review the insurance policy and confirm that all requirements have been met.

1. Commercial General Liability Insurance Coverages:

The following minimum limits per event type:

All Events:

- Each Occurrence- \$1,000,000
- Damage to Rented Premises- \$100,000
- Personal and Advertising Injury- \$1,000,000
- General Aggregate-\$3,000,000

2. Liquor Liability

If Licensee will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Licensee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Licensee intends to sell alcohol either the Licensee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

All Events:

- Each Occurrence- \$1,000,000
- General Aggregate- \$3,000,000

3. Automobile Liability

Business Auto coverage is required for all autos owned, rented, hired or borrowed by the Licensee subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

- \$1 million- Any One Accident- Combined Single Limit

4. Workers Compensation

(For all licensees with employees including leased or temporary employees)

Workers' compensation and employers' liability insurance coverage for all persons subject to the Workers' Compensation Act.

5. Acceptability of Insurers

Insurance is to be placed with the insurers with a current A.M. Best's rating of no less than A VII, unless otherwise acceptable to the City of Panama City Beach.

6. Verification of Coverage

Licensee shall furnish the City of Panama City Beach with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Panama City Beach at least five days before Licensee commences activities.

7. Additional Insureds

City of Panama City Beach, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the Licensee of the facility, work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance. *(Please note: City of Panama City Beach must be listed as additional insured for general liability, liquor liability (if applicable), and auto (if applicable)).*

8. Waiver of subrogation

Licensee hereby grants to City of Panama City Beach a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City of Panama City Beach by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Panama City Beach has received a waiver of subrogation endorsement from the insurer.

9. Sub-subcontractor/ Sub-Vendor

Before permitting any Sub-subcontractor/ Sub-vendor to perform work under this agreement, the Licensee shall require the Sub-subcontractor/ Sub-vendor to maintain insurance in like form and amounts to that required herein. Licensee shall be responsible for ensuring that Sub-subcontractor/ Sub-vendor maintains insurance in like form and amounts and shall provide evidence of same to City of Panama City Beach if requested.

10. Notice of Cancellation

All insurance coverages required by this contract shall contain a provision that the coverage afforded here under cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to the City of Panama City Beach.

11. Special Risks or Circumstances

City of Panama City Beach reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage or other special circumstances.

Legal Disclaimer. Views expressed here do not constitute legal advice. The information contained herein is for general guidance of matter only and not for the purpose of providing legal advice. Discussion of insurance policy language is descriptive only. Every policy has different policy language. Coverage afforded under any insurance policy issued is subject to individual policy terms and conditions. Please refer to your policy for the actual language.