

# INDIAN RIVER COUNTY FAIRGROUNDS LICENSE AGREEMENT

License Preparation Date:	License Duration: December 6, 2017-December 11, 2017
Organization: Beachtown, LLC	Contact Name: Andrew Thompson
Address: 516 South Clark Street	Phone: (949) <del>331-5804</del> 568-6720
City/State/Zip Code: Forest City, Iowa 50436	E-Mail: andrew@basisent.com
Name of Event: Beach Town Music Festival	Expected Attendance: 7,500 per day
Load-In Date/Time: Dec. 6, 2017 8:00 AM	Load-Out Date/Time: Dec. 11, 2017 (4 PM)

## WITNESSETH:

**WHEREAS**, Indian River County (the "County") is the owner of certain property known as the Indian River County Fairgrounds, located in Indian River County, Florida, (the "Fairgrounds"); and

**WHEREAS**, the County has the authority to issue and/or execute, and Beachtown, LLC, d/b/a "Beach Town Music Festival" (the "Applicant") desires the issuance and/or execution of, a permit/agreement for the utilization of the Fairgrounds, which Applicant has inspected, and will further inspect prior to Load-In, and hereby acknowledges to be sufficient for its intended purpose and/or use contemplated hereunder; and

**WHEREAS**, Applicant warrants to the County that it is qualified and authorized to do business in the State of Florida and Indian River County, Florida and has or will obtain and maintain the proper certification, licensure, insurance, permits and all other requirements pursuant to federal, state and local laws, statutes, ordinances, rules and regulations necessary to conduct any and all activities contemplated herein, and to satisfactorily perform its obligations as herein required; and

**WHEREAS**, the Applicant acknowledges that the use of the Fairgrounds is subject to and expressly conditioned by section 205.04 (Permits) and section 205.09 (Sale and consumption of alcoholic beverages at designated recreational facilities), of the Indian River County Code of Ordinances, which are hereby incorporated by reference when applicable; and

**WHEREAS**, Applicant and County had agreed to a previous prior license agreement for the event at the Fairgrounds for October 2016, which was postponed due to Hurricane Matthew;

**NOW, THEREFORE**, for and in consideration of the use of the Fairgrounds and other valuable consideration, the legal sufficiency of which is hereby acknowledged by both parties, and of the mutual covenants herein contained, the parties, as indicated by their authorized representatives' signatures below, hereby agree to the terms and conditions set forth herein:

### A. PARK, PREMISES & EVENT SCHEDULE:

1. This Indian River County Fairgrounds License Agreement ("License Agreement") applies to all events for the use of the Fairgrounds. The areas, personnel and facilities of the Fairgrounds which Applicant may apply for a permit, license, or use hereunder are more particularly described as:

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## I. Facilities

- a. ☒ Acreage
  - ☐ 0-5
  - ☐ 6-10
  - ☐ 11-40
  - ☒ 41+
- b. ☒ Expo Center
- c. ☒ Expo Open Air Pavilion
- d. ☒ Agricultural Pavilion
- e. ☒ Entertainment Building
- f. ☐ Cook Shed
- g. ☒ RV Hook-up

## II. ☐ Amenities

- ☐ Large Bleachers
- ☐ Small Bleachers
- ☐ Small Stage
- ☐ Stage Risers #(1-6)\_\_\_\_\_
- ☐ Trans-Stage ☐ without canopy ☐ with canopy
- ☐ 10X20 Tent #\_\_\_\_\_
- ☐ Light Towers
- ☐ Picnic Tables
- ☐ Hoses/Sprinklers
- ☐ Serving Carts
- ☐ Tables (30"X96") w/chairs#\_\_\_\_\_ ☐ Chairs only #\_\_\_\_\_
- ☐ Marquee # weeks\_\_\_\_\_
- ☒ Internet Access
- ☐ Golf Carts #\_\_\_\_\_
- ☐ Expo Pavilion Curtains
- ☐ Fire Extinguishers # \_\_\_\_\_
- ☒ Garbage / Recycling cans # 50

(the "**Premises**"), which Applicant acknowledges to be sufficient, as is, for its intended purpose and/or use contemplated hereunder.

## III. Personnel

- ☐ Parks Division Staff

## IV. Permits

- ☒ Fairgrounds Use Permit
- ☒ Alcohol Permit

2. Except as set forth below, Applicant may use and have access to the Premises for a period, commencing at 6:00 AM, on the 6th day of December 2017, and ending at 4 PM, on the 11th day of December 2017, ("License Duration"), which License Duration shall include Event set-



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up, removal and clean-up. The Applicant may use and have access to the Expo Center, Expo Open Air Pavilion and Entertainment Building from 8 AM on the 6 day of December 2017, and ending at 4 PM on the 11th day of December 2017.

Where the Applicant requires usage after the stipulated time and for any additions in dates added, Applicant is required to pay additional charges including, but not limited to standard hourly/daily rates and any overage fees as set forth in the Fairgrounds Fee Schedule attached as Exhibit C ("Fee Schedule").

### B. AUTHORIZED USE, TERMS & CONDITIONS:

1. The Premises are to be used by Applicant for the Beach Town Music Festival (the "Event"), two individual days of musical concerts and activities.
  - (a) The Event may include the following activities: musical and visual concerts, parking, sale and service of alcohol by third party licensed vendor, and VIP Parties.
  - (b) The hours open to the public on each day of the Event shall be limited to: Friday, December 8, 2017, from 12pm-11:30pm and Saturday, December 9, 2017, from 12pm-11:30pm. All public parking areas of the Event are to be empty by midnight.
  - (c) The Event shall be used for no other purpose whatsoever, unless prior written approval is requested in writing by Applicant and given by the County which approval shall be subject to availability but not be unreasonably withheld, conditioned, or delayed so long as such request is submitted by September 8, 2017. Such change may result in a modification of the insurance requirements set forth in B.15.
2. Applicant agrees to pay to the County as rent, costs, expenses and taxes for the use of the Premises the following sums:
  - (a) Rental fee is twenty thousand dollars (\$20,000) plus applicable sales tax of 7% of which twenty-one thousand, one hundred and forty dollars \$21,140 has been prepaid by the Applicant's previously scheduled event for October 2016 and has been applied to the rental fee of this License Agreement. Applicant shall pay two-hundred and sixty dollars (\$260) plus any additional charges imposed due to requests of the Applicant, including but not limited to RV camping charges of \$20 per night per site plus applicable sales tax of 7% sales tax and 4% tourist tax, to be reconciled on December 11, 2017. Any incidental charges or fees not included in this Agreement at the time of execution shall be due on January 8, 2018.
  - (b) A refundable Damage Deposit of **\$5,000.00** has been retained by the County from the Applicant's previously scheduled event for October 2016. The Damage Deposit shall be applied against the fees, costs, expenses, charges and/or delinquent payments described herein, and against any costs of repair or replacement of damages to the Fairgrounds, exclusive of natural wear and tear, that directly or indirectly result from the Event, whether caused by Applicant or Applicant's employees, invitees, licensees, contractors, assignees, contestants, exhibitors or performers, or others on the Premises at Applicant's direction or invitation. The County's use of the Damage Deposit or any other sum described herein shall in no way constitute a waiver of any other right the County may

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have at law or equity. The Damage Deposit, to the extent unused, shall be returned to Applicant within thirty (30) days of the License Duration.

- (c) In addition to fees imposed by Section B.2(a), Applicant shall pay the County two dollars (\$2.00) per ticket sold for the Event. Applicant shall account for all tickets sold prior to the execution of this License Agreement, for the previously scheduled event plus all tickets sold up to November 27, 2017, and pay the aforementioned ticket fees sold up to that point, on December 1, 2017. The County shall have the right to inspect the Applicant's ticket records at any point during and up to thirty (30) days after the License Duration.
  - (d) The Parties have identified key performance milestones as specified in this Agreement and Exhibit A to be met by each Party with Initial Submittal, County Review and Final Due Dates. To the extent that the County does not provide comments by the County Review Date, the milestone will be deemed satisfied. In the event that the Applicant fails to satisfy the milestone by the Final Due Date, the County shall be entitled to collect a \$250 administrative charge for each day that the Applicant does not satisfy the requirements set forth in the sections listed within this subsection. If Applicant does not satisfy any or all of the timelines set forth in section **B.3**, B.8(c), B.15, B.16 and B.25, by November 17, 2017, the License Agreement shall immediately terminate, and County shall be entitled to collect all other fees per this section B.2.
- 3. The Applicant shall provide to the County information as to the total ticket sales on November 8, 2017, November 27, 2017, December 1, 2017, December 5, 2017 and December 13, 2017. The County reserves the right to cap ticket sales depending on the capacity of the Premises and the Fairgrounds or because of law enforcement, sanitation, traffic control or due to other public safety issues.
  - 4. Applicant shall be financially responsible for all charges for all materials, personnel, services and equipment that the County furnishes for the Event, provided the aforementioned are requested by Applicant or agreed to by Applicant's authorized representative. Applicant shall also be financially responsible for all charges for all materials, personnel, services and equipment that are provided by non-county agencies associated with this Event (i.e., stagehands, sound/light companies, ushers).
  - 5. This License Agreement is not a permit. As set forth in sections 205.04 (Permits) and 205.09 (Sale and Consumption of Alcoholic Beverages at Designated Recreational Facilities), of the Indian River County Code of Ordinances, the Applicant must obtain the necessary fairgrounds use permit and alcohol permit (in the case of alcohol, Applicant or Applicant's vendor(s)), which collectively require the Applicant to timely obtain approvals of plans, including but not limited to, adequate sanitation facilities and sewage disposal, parking facilities, transportation of patrons, adequate medical facilities, adequate security and traffic control. Applicant shall be responsible for all costs associated with such facilities and services. All alcohol sales must end by 10:30 pm or forty-five (45) minutes before the last performer ends, whichever occurs earlier.
  - 6. The County shall have the right, after coordination with the Applicant's authorized representative, to determine in its sole discretion the level of County staff necessary to service



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the facilities during the License Duration. Applicant shall be responsible for all additional costs for County staff and Applicant may request additional staff as needed.

7. Applicant's failure to make any of the payments required hereunder in a timely manner shall constitute a material breach and shall result in the immediate termination of this License Agreement. All fees, costs and expenses, including, without limitation, attorney's fees, incurred by the County in the collection of any payment due hereunder shall be reimbursed by Applicant.
8. Applicant (including all artists, performers, entertainers, sound technicians, employees, and subcontractors of Applicant, and any other participating in the production of the Event) shall comply and ensure compliance with the following during the Event:
  - (a) The hours of event production and sound checks utilizing amplified sound in the Fairgrounds are restricted to:
    - i. Sunday thru Thursdays from 10:00am-8:00pm with a minimum of one thirty (30) minute intermission.
    - ii. Fridays and Saturdays from 9am-10:59pm with a minimum of one thirty (30) minute intermission.
  - (b) The starting hours listed above may be adjusted to begin earlier upon approval of the County.
  - (c) The location and arrangement of the stages and sounds systems shall be in accordance with the Stage Configuration Map as detailed by Applicant and approved by the County. The preliminary Stage Configuration Map and a Site Plan shall be provided to the County by October 27, 2017, and a final Stage Configuration Map and Site Plan by November 8, 2017.
  - (d) Sound attenuation blankets or sound walls may be required to be erected at the rear of any temporary stages. Such temporary stage installations shall be installed in such a manner so as to minimize the noise impact on surrounding residential properties.
  - (e) Applicant shall obtain stage inspection, documentation and certification in accordance with industry standard. Applicant shall provide copies of documentation reflecting certification by 12 pm on December 8, 2017. Applicant shall also allow the County to inspect the stage construction. Such inspection shall occur no later than 12pm on December 8, 2017. Any cost associated by the County's inspection shall be at the sole cost of the County. The County shall make inspector(s) available at a mutually agreeable time. Failure to timely inspect the Stage by the County shall not preclude Applicant from proceeding with the Event unless Applicant does not timely provide access for inspection.
9. Undisclosed or unpermitted activities or hours shall be cause for this License Agreement to be voidable by the County at any time during the License Duration. Undisclosed and unpermitted activities shall be subject to cancellation of the Event, and Applicant shall be subject to damages, penalties and other legal and equitable remedies including, but not limited to full payment under this License Agreement.
10. Applicant shall not assign this License Agreement or any rights hereunder or sublet the Premises without the express prior written consent of the Assistant County Administrator or his/her designee.

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11. In the event that the Premises or any other portion of the Fairgrounds are not vacated and cleaned by Applicant at the end of the License Duration, the County is hereby authorized to remove from the Premises or any other portion of the Fairgrounds, at the expense of Applicant, all goods, wares, merchandise and property of any and all kinds and descriptions placed or permitted therein by Applicant and which may be then occupying the same, and County shall not be liable for any damage or loss to such goods, wares, merchandise or other property which may be sustained either by reason of such removal or of the place to which it may be removed. Applicant hereby expressly releases County from any and all such claims for damages of whatsoever kind or nature and agrees to defend, indemnify and hold County harmless at Applicant's expense as to any claims for damages by third parties having interests in such goods, wares, merchandise and property, including costs and attorney's fees.
12. Applicant shall: (i) use and occupy the Premises in a safe and careful manner, including but not limited to properly covering any and all power cords; (ii) comply with all federal, state and local laws, statutes, rules, regulations and ordinances; (iii) use the Premises solely for the purposes provided above; (iv) not permit the Premises, or any part thereof, to be used for any unlawful purpose or in any manner that may result in or cause harm and/or damage to persons or property; (v) not post or exhibit or allow to be posted or exhibited signs, advertisements, show bills, lithographs, posters or cards of any description inside or in front of, or on any part of the Premises, except with the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed; and (vi) deliver to the County the Premises in as good a condition and repair, including all necessary trash or waste removal, as the same shall be found at the beginning of the License Duration. Additionally, Applicant:
- (a) assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event. Applicant shall defend, indemnify and hold County harmless at Applicant's expense from all suits, actions, proceedings, damages, costs and expenses in law or equity, including attorney's fees, for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Applicant or its employees, invitees, licensees, contractors, assignees, performers, contestants and exhibitors, in connection herewith.
  - (b) shall not alter landscaping, fencing or any permanent structure nor shall there be any obstruction to ingress and egress to and from the Premises without the express written consent by the County.
  - (c) acknowledges that the County shall have the right to collect and have the custody of articles left at the Premises by persons attending any Event given or held on the Premises, and Applicant or any person in Applicant's employ shall turn over such articles left on the Premises to the County.
  - (d) acknowledges that the County reserves the right to eject any persons reasonably deemed violent or otherwise dangerous to health, safety and welfare.
  - (e) acknowledges that the County may immediately terminate the Event if the National Weather Service issues a severe weather warning, or imminent severe weather conditions



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develop in the area indicating a risk to public safety, or a state of emergency has been declared. Applicant hereby waives any rights and all claims for damages against the County that may result from the exercise of the rights reserved herein.

- (f) In an emergency declared by the appropriate authorities under Chapter 252, Florida Statutes, the County reserves the right to use the Premises as a part of its emergency response and recovery operation as long as reasonably necessary in the County's opinion.
- (f) represents and warrants to the County that Applicant's employees, invitees, licensees, contractors, assignees, contestants, exhibitors and performers by their speech, song, music, conduct or manner will not violate or incite others to violate any statute, law, ordinance, rule, regulation or order of any federal, state, municipal or other governmental authority.
13. The County and its officers, agents and employees engaged in the operation and maintenance of the Premises reserve the right to enter upon and to have free access to the Premises at any and all times, which reservation is hereby acknowledged and agreed to by Applicant.
14. Except as provided in paragraph 32, Applicant releases and forfeits any right of action against the County or its members, officials, employees and agents from any liabilities, claims for damages, losses, and costs which arise out of or in connection with the Event and to the fullest extent permitted by law, indemnifies, defends and saves the County and County's members, officials, officers, employees and agents harmless (1) against all liability, claims for damages, and suits for or by reason of any injury to any person, including death, and damage to any property for every cause in any way connected with the Event irrespective of negligence, actual or claimed, upon the part of the County, its agents and employees, except where caused by the willful and wanton acts of County officials, officers, employees and agents, and (2) from all expenses incurred by the County for police protection, fire protection and emergency medical services, restoration and clean up, sanitation and maintenance costs and expenses that are required to preserve public order and protect public health, welfare and safety on the Premises of the Event.
15. By October 24, 2017, the Applicant shall, without limiting Applicant's liability submit certificates of insurance naming "Indian River County, FL" as additional insured and shall:

Procure and maintain at Applicant's sole expense, insurance of the types, coverages and amounts not less than stated below:

Schedule	Limits
Commercial General Liability – No more restrictive than ISO Form CG0001 (including property damage, personal injury, products / comp. ops. agg., premises, operations, and blanket contractual liability, and host liquor liability)	\$5,000,000 Each Occurrence Combined Single Limit
"Indian River County, FL" shall be named as additional insureds under all of the above Commercial General Liability coverage.	

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In the event the use of motor vehicles is an integral part of the Event (unless a separate ordinance is specifically applicable to the automobiles):

Automobile Liability (all automobiles-owned, hired or non-owned)	\$500,000 Combined Single Limit
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In the event the Applicant hires employees for the Event or is otherwise required to carry workers' compensation insurance, the Applicant will provide evidence of workers' compensation insurance or exemption as required by Florida Workers Compensation Law as defined in Chapter 440, Florida Statutes. Applicant will assume responsibility for Applicant's discretion in confirming that all of the Applicant's contractors or subcontractors engaged in work for the Event have the appropriate workers' compensation coverage. Such evidence will include evidence of workers' compensation benefits and employer's liability insurance for the following minimum limits of coverage:

Workers Compensation Including coverage for any appropriate Federal Acts (e.g. Longshore and Harbor Workers Compensation Act, 33 USC §§ 901-952, and the Jones Act, 46 USC §§ 688 et seq.) where activities include liability exposures for events or occurrences covered by Federal statutes.	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease

In the event that any services or activities of a professional nature are provided, and Risk Management determines the coverage is necessary, pursuant to (k) below:

Professional Liability (Errors and Omissions)	\$1,000,000 Each Occurrence/Claim
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In the event that children will be supervised by Applicant or any of the Applicant's Agents in connection with the Event and Risk Management determines the coverage is necessary, pursuant to (k) below:

Sexual Molestation Liability	\$1,000,000 Each Occurrence/Claim
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In the event alcoholic beverages, including beer and wine, will be served, sold, consumed or otherwise allowed at the Event, the entity serving or selling the alcoholic beverages must have the following coverage:

Liquor Liability	\$1,000,000 Combined Single Limit
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- (b) Participants – Except as set forth below, the Applicant shall assume all responsibility for Applicant's discretion in obtaining, if any, insurance from the Event's contributing participants and subcontractors (such as caterers, vendors, production companies, entertainers, sponsors) in the types and amounts necessary to adequately protect the County and the County's members, officials, officers, employees and agents.
- (c) Primary and Non-Contributory – The Applicant's insurance will apply on a primary basis and will not require contribution from any insurance or self-insurance maintained by the County.
- (d) Deductibles – The deductibles of the insurance policies applicable to the Event shall be deemed customary and the responsibility of the Applicant and any named insureds.
- (e) Additional Insured – The Applicant's insurance, except workers' compensation and any additional coverages where it is unavailable, will name the Board of County Commissioners of Indian River County and County's members, officials, officers, employees and agents, as additional insureds under all insurance coverages required for the Event.
- (f) Reporting Provision – The Applicant's insurance shall be provided on an occurrence form. In the event that coverage is only available on a claims made form, the Applicant shall agree to maintain an extended reporting coverage for a minimum of two years past the expiration of the annual policy term.
- (g) Duration – Notwithstanding anything to the contrary, the Applicant's liabilities intended to be covered by the insurance coverage(s) required under this section shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of particular policies for insurance coverages.
- (h) Sovereign Entities – State and federal agencies eligible for sovereign immunity may submit a statement of self-insurance for liability as allowed by the applicable state or federal statute. Such statement will be acceptable in place of insurance requirements defined herein.
- (i) Financial Responsibility – Applicant shall obtain insurance by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Applicant must maintain continuation of the required insurance throughout the Event, which includes load-in, setup, tear down, and load-out.
- (j) Evidence of Financial Responsibility – Applicant must provide a certificate of insurance to the County's Risk Manager, demonstrating the maintenance of the required insurance including the additional insured endorsement by October 24, 2017. Upon written request, the Applicant shall make its insurance policies and endorsements available to the County's Risk Manager. The County's Risk Manager shall approve the Applicant's insurance if it complies with this License Agreement's requirements, including, if any, additional insurance coverages deemed necessary by the Risk Manager. No material alteration or cancellation, including expiration and non-renewal of Applicant's insurance, shall be effective until 60 days after

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receipt of written notice by the County from the Applicant or the Applicant's insurance company.

- (k) Discretionary Authority – Depending upon the nature of any aspect of any event and its accompanying exposures and liabilities, the County may, at its sole option, require additional insurance coverages not listed above, in amounts responsive to those liabilities, which may or may not require that the County also be named as an additional insured.
  - (l) Applicant is required to immediately notify the County of any incident, accident, occurrences and/or claims that result in a medical or law enforcement action, made in connection with the Event. Security Logs may be inspected by the County during and up to one year after the Event.
  - (m) If Applicant does not satisfy the timelines set forth in this section B.15, the License Agreement shall immediately terminate.
16. Applicants seeking a permit for the sale and consumption of alcoholic beverages per section 205.09 of the Indian River County Code of Ordinances shall submit the purveyor's name by September 22, 2017, to the County. By October 24, 2017, the Applicant shall submit copies of the alcohol vendor's required state alcoholic beverage licenses and insurance certificate in accordance with Section B to the County.
17. If default occurs on the part of the Applicant in fulfillment of any of the terms, covenants or conditions, including the timely submittal of all documents set forth in Section B, of this License Agreement, the County may terminate this License Agreement and decline to issue any and all permits necessary for the Event. In such case, the rent, taxes, fees, deposits and any other charges hereunder, whether accruing before or after such termination, shall be considered part of and inclusive of the County's damages resulting from Applicant's default. Applicant's default hereunder shall be considered a default of any and all agreements by and between Applicant and the County, and any amounts due Applicant under its other agreements with the County may be used by the County to remedy Applicant's defaults hereunder. Any remedy granted in this License Agreement to County shall be in addition to all other remedies available to County in law or equity, and not exclusive of such remedies.
18. In the event that the Applicant cancels all or any time or portion of the Premises reserved for the Event, the County must receive written notice. Applicants may be entitled to a refund according to the following schedule:
- (a) Cancellation by June 9, 2017 will receive a refund equal to 75% of the Event Deposit collected under Section B.2.(a).
  - (b) Cancellation between June 10, 2017,-September 9, 2017, will receive a refund equal to 50% of the Event Deposit collected under Section B.2.(a).
  - (c) Cancellation after September 9, 2017, will forfeit the Event Deposit collected under Section B.2.(a).
19. In the event that the Premises or any part thereof, or adjacent premises required for access thereto, should be so damaged or destroyed by fire or other cause, or the County deems the Fairgrounds unavailable due to pending or ongoing causes or events out of Applicant's control, as listed



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below, without the fault of Applicant, as to prevent the use of the Premises for the Event, then this License Agreement shall terminate. In such event, the County shall be paid for any rental accrued prior to such destruction or damages, but Applicant shall be relieved of paying rent accruing thereafter. For purposes of this paragraph, causes or events not within Applicant's control shall include, without limitation, acts of God, floods, earthquakes, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within Applicant's control, and thus not falling within this Section, shall include, without limitation, Applicant's financial inability to perform or comply with the terms and conditions hereof, economic hardship, a featured act's failure or refusal to perform or appear, and misfeasance, malfeasance or nonfeasance by any of Applicant's directors, officers, employees, contractors, or agents.

20. Applicant acknowledges receipt of and agrees to comply with the Fairground's Rules and Regulations which are attached hereto as Exhibit B and incorporated by reference.
21. Applicant assumes all risks of damages to and loss by theft or otherwise of the furniture, appliances or other property of Applicant or Applicant's employees, invitees, licensees, contractors, assignees, performers, exhibitors, contestants and those otherwise contracting with Applicant, and Applicant hereby expressly releases and discharges County from any and all liability for any such loss and agrees to defend, indemnify and hold County harmless from all claims and actions for damages as to such losses, including attorney's fees.
22. Applicant shall request the right to allow the County to take generic production and still photographs of the Event.
23. Unless excused by impracticability or impossibility of performance or other lawful contractual defense, any attraction, act, or person contracted to appear during the Event as an entertainer shall appear at the published time or within one hour thereafter. Applicant shall not advertise or permit any advertising that a particular performer will appear for the Event until after an agreement for the performer's appearance has been executed. Applicant shall provide County documentation evidencing that it has a contract with the Artist; otherwise, the County may terminate this License Agreement and cancel the Event.
24. No exception or waiver of any provision of this License Agreement shall be effective unless in writing signed by the Assistant County Administrator. No such waiver shall be held to waive the same provision on a subsequent occasion or be construed to constitute a waiver of any other provision of this License Agreement. This License Agreement contains the entire agreement between the parties, unless modified or amended by a subsequent written agreement executed by the parties. This License Agreement shall be governed by the laws of the State of Florida, and venue for the resolution of disputes hereunder shall be in a court of law in Indian River County, Florida.
25. By October 9, 2017, Applicant shall submit proof of application for a "Special Events & Tent Sales Inspection Permit" from the Indian River County Fire Prevention Bureau pursuant to Florida Fire Prevention Code: NFPA 1, Chapter 25, NFPA 101 & 102 and IRC Ordinance Section 208.11.

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26. All of the Applicant's subcontractors shall have all of the necessary local, state and federal licenses for the services provided at the Event.
27. All deadlines falling on a weekend or holiday shall be accelerated to the prior business day.
28. Any notice, request, instruction, demand, consent or other communication required or permitted to be given under this License Agreement shall be in writing and shall be given in writing and delivered by email or US Mail, Certified – Return Receipt Requested, to the following:

Indian River County  
Parks Division  
5500 77<sup>th</sup> Street  
Vero Beach, FL 32967

Email: [mzito@ircgov.com](mailto:mzito@ircgov.com), cc: [bpowell@ircgov.com](mailto:bpowell@ircgov.com), [dreingold@ircgov.com](mailto:dreingold@ircgov.com)

Applicant:  
Beachtown, LLC  
516 South Clark Street  
Forest City, Iowa 50436

Email: [Andrew@basisent.com](mailto:Andrew@basisent.com)

29. Applicant acknowledges that the County makes no guarantees to Applicant, express or implied, as to any pecuniary gain that Applicant may have intended to result from the Event.
30. The only camping permitted at the Fairgrounds during the License Duration shall be limited to RV camping at the designated RV camping sites at the Fairgrounds for use by Event personnel.
31. The recitals and WHEREAS clauses are true, accurate and correct and are hereby incorporated herein by this reference.
32. Services Provided by the County
- a. County reserves the right to determine the adequacy of outside services procured by the Applicant under Sections B.4., B.5., B.6. as a condition of the Permit.
  - b. To the extent that the County provides services, and only with respect to such services, County shall indemnify and hold harmless the Applicant, its agents, officials, and employees from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of either the County or any of its respective agents, officers, or employees in connection with the performance of such services. This provision shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party.



## INDIAN RIVER COUNTY FAIRGROUNDS LICENSE AGREEMENT

IN WITNESS WHEREOF, the parties, by and through their authorized representatives' signatures below, do hereby execute this License Agreement on this 14<sup>th</sup> day of March 2017.

**BEACHTOWN, LLC:**

By:  \_\_\_\_\_  
Signature

Andrew Thompson  
Title: Chief Business Officer

**BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA**

By: \_\_\_\_\_

Approved by BCC \_\_\_\_\_  
Chairman

Attest:  
Jeffrey R. Smith, Clerk of Circuit Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Jason E. Brown, County Administrator

Approved as to Form and Legal Sufficiency

\_\_\_\_\_  
Dylan Reingold, County Attorney

# INDIAN RIVER COUNTY FAIRGROUNDS LICENSE AGREEMENT

## Exhibit A – Milestone Schedule

TASKLIST	Para.	Initial Submittal	IRC Review*	Final	Time	Subject to Admin Fee(1)
Submit Alcohol Purveyors Name	B17	22-Sep	27-Sep	27-Sep	5:00 PM	No
Security & Med Plan	B26	9-Oct	20-Oct	27-Oct	5:00 PM	Yes
Traffic Plan	B26	9-Oct	20-Oct	27-Oct	5:00 PM	Yes
Sanitation Plan, Trash Disposal	B26	9-Oct	20-Oct	27-Oct	5:00 PM	Yes
Submit Special Events and Tents permit application	B26	9-Oct	20-Oct	27-Oct	5:00 PM	Yes
Site & Stage Drawing	B9	24-Oct	31-Oct	8-Nov	5:00 PM	Yes
Provide Cert of Insurance	B16	24-Oct	31-Oct	8-Nov	5:00 PM	Yes
Submit Alcohol License and COI	B17	24-Oct	31-Oct	8-Nov	5:00 PM	Yes
Provide Fairgrounds Use Permit	B7	20-Nov	20-Nov	20-Nov	5:00 PM	No
Provide Alcohol Permit	B7	20-Nov	20-Nov	20-Nov	5:00 PM	No
Provide Ticket Sale Status	B5	8-Nov	N/A	N/A	5:00 PM	No
Provide Ticket Sale Status	B5	27-Nov	N/A	N/A	5:00 PM	No
Provide Ticket Sale Status	B5	1-Dec	N/A	N/A	5:00 PM	Yes
Payment of all Ticket Sales up to Nov 27 (including all ticket sales for 2016 Event)	B2	1-Dec	N/A	N/A	5:00 PM	No
Provide Ticket Sale Status	B5	5-Dec	N/A	N/A	5:00 PM	Yes
Access to Premises	A2	6-Dec	N/A	N/A	8:00 AM	No
Access to Expo Center	A2	6-Dec	N/A	N/A	6:00 AM	No
Stage Inspection Certification	B9	8-Dec	8-Dec	8-Dec	12:00 PM	Yes
Return Premises	A2	11-Dec	11-Dec	11-Dec	4:00 PM	No
Provide Final Ticket Count	B5	13-Dec	N/A	N/A	5:00 PM	No
Payment for Ticket Sales	B2	8-Jan	N/A	N/A	5:00 PM	No
Return Refundable Deposits	B2	8-Jan	N/A	N/A	5:00 PM	No
Final Payment to County	B2	8-Jan	N/A	N/A	5:00 PM	No

1. See paragraph B.2(c)

\*Assuming initial submittal timelines/dates are satisfied.



## EXHIBIT B - Fairgrounds License Agreement Fees - Standard

## Beach Town Music Festival - Fee Schedule

December 6-11, 2017

Acreage		Days	Total
0-5 Acres	\$ 150.00	X _____ =	\$ -
6-10 Acres	\$ 175.00	X _____ =	\$ -
11-40 Acres	\$ 525.00	X _____ =	\$ -
41+ Acres	\$ 775.00	X _____ =	\$ -

Facility Hourly Rates	Hours
Expo Center	\$125.00 x _____ = \$ -

Facility Daily Rates	Days
Expo Open Air Pavilion	\$500.00 x _____ = \$ -
Agricultural Pavilion	\$400.00 x _____ = \$ -
Entertainment Bldg.	\$100.00 x _____ = \$ -
Concession Bldg.	\$100.00 x _____ = \$ -

Ammenities per Event	QTY
Small Stage	\$50.00 x _____ = \$ -
Tables	\$8.00 x _____ = \$ -
Chairs	\$0.50 x _____ = \$ -
Hoses/Sprinklers	\$20.00 x _____ = \$ -
Light Carts	\$90.00 x _____ = \$ -
Internet Access	\$100.00 x _____ = \$ -
Tent 10x20	\$200.00 x _____ = \$ -
Picnic Tables	\$10.00 x _____ = \$ -
Stage Risers	\$20.00 x _____ = \$ -
Serving Carts	\$20.00 x _____ = \$ -

Ammenities per day	QTY	Per Day
Small Bleachers (1st Day)	\$75.00 x _____	x _____ = \$ -
Small Bleachers Addl. Days	\$25.00 x _____	x _____ = \$ -
Large Bleachers (1st Day)	\$325.00 x _____	x _____ = \$ -
Large Bleachers Addl. Days	\$100.00 x _____	x _____ = \$ -
Stage with Canopy (1st Day)	\$1,100.00 x _____	x _____ = \$ -
Stage with Canopy Addl. Days	\$200.00 x _____	x _____ = \$ -
Stage without Canopy (1st Day)	\$600.00 x _____	x _____ = \$ -
Stage without Canopy Addl. Days	\$200.00 x _____	x _____ = \$ -
Fire Extinguisher	\$10.00 x _____	x _____ = \$ -
Golf Carts	\$70.00 x _____	x _____ = \$ -
Golf Cart - 8 Passenger	\$100.00 x _____	x _____ = \$ -
Electric	\$75.00 x _____	x _____ = \$ -

Ammenities per week	
Marquee (1st Week)	\$100.00 x _____ x _____ = \$ -

# EXHIBIT B - Fairgrounds License Agreement Fees - Standard

Marquee Addl. Weeks \$50.00 x \_\_\_\_\_ x \_\_\_\_\_ = \$ -  
 Marquee Per Day \$20.00 x \_\_\_\_\_ x \_\_\_\_\_ = \$ -

		Days	Total
<b>FACILITY EXCLUSION</b>	\$250.00	x _____	= \$ -
<b>ALCOHOL PERMIT FEE</b>	\$400.00	x _____	= \$ -
<b>SUBTOTAL:</b>			= \$ -
<b>7% TAX:</b>			= \$ -
<b>DAMAGE DEPOSIT:</b>			= \$ 500.00
<b>TOTAL:</b>			= \$ 500.00
<b>25% DEPOSIT:</b>			= \$ -

PAYMENTS		
Check No.	Date	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>Balance Due:</b>		\$ 500.00

## POST EVENT RECONCILIATION CHARGES

Staff	#	Hours	
Staff	\$25.00	x _____ x _____	= \$ -
<b>TAX:</b>			= \$ -
<b>STAFF TOTAL:</b>			= \$ -

Date Quote Updated: \_\_\_\_\_ Quote Provided By: BP  
 \*\*\*Quotes are good for 15 days. No dates are held without a 25% deposit.\*\*\*

IRSO Deputy Fees are \$35/hour per deputy and are required to be on site  
 30 minutes prior to and after the event when alcohol is served.



**Indian River County  
Parks Division  
Fairgrounds Rules & Regulations**

**General Fairgrounds Rules**

1. Scheduling is conducted on a first come, first serve basis for open dates. Reservation dates may only be secured and guaranteed with a minimum 25% Deposit Fee and fully executed Agreement. Staff reserves the option to issue a placeholder deposit Agreement ("Placeholder Agreement") in lieu of a fully executed Agreement which will secure the date pending a due diligence review. Placeholder Agreements shall automatically expire 6 months prior to the scheduled event date and the reservation forfeited unless the Applicant enters into an Agreement.
2. Permits for groups composed of minors will be issued only to adults who accept responsibility for supervising them throughout the period of the permit.
3. Security Plan:
  - a. Festival events shall present a security plan to the Indian River County Sheriff's Office Division of Law Enforcement. Approval and sign off by the Division shall be a condition precedent of the issuance of the Permit/License Agreement.
  - b. Assigned law enforcement officials must have arresting authority in Indian River County, i.e. IRC SO, FHP etc.
  - c. The County will determine in its sole discretion the level of security of sworn law enforcement and emergency services personnel. The County will provide Applicant with the order form for IRSO.
  - d. Evidence of IRSO law enforcement scheduling shall be provided to the County 30 days prior to the Event by means of a paid receipt to the IRSO. The County will provide Applicant with the order form for IRSO.
4. All indoor cooking is strictly prohibited. Outdoor cooking, grilling, etc. shall be approved in advance by the Fairgrounds Management Staff.
5. Deposits:
  - a. All buildings and facilities shall be left in the same condition it was received in. A cleaning fee shall be deducted from the damage deposit to cover the cost of cleaning/restoring the facilities to their original condition.
    - i. Any and all decorations must be approved prior to installation and removed completely at the conclusion of the event.
    - ii. The Ag Expo Building should be left in a broom swept condition with any wet areas mopped and all garbage left in designated location.
    - iii. Any damage to walls, including debris, dirt, scuff marks, food, etc. shall require a cleaning fee.
    - iv. Cleaning fee is \$300.
  - b. A damage deposit of no less than \$250, refundable upon inspection of the property is required for every event. Deposit may be increased in the sole discretion of the County dependent upon number of attendees and events.

- i. Festivals require a damage deposit of no less than \$2500.
6. Any signage visible from the road in any county right of way requires a permit from the Code Enforcement Division prior to placement.
7. No animals are allowed unless assisting the handicapped or the event is an animal related event. Animals are allowed in the RV area but must be on a leash (<6') or in a carrier at all times.
8. Alcoholic is strictly prohibited except through the issuance of an Alcohol permit issued by the Parks Division.
9. Under no circumstances shall any person remove any equipment or other items from the premises.
10. Facilities shall be restored to their original condition and all activities ceased by at the time referenced in the Agreement. For each quarter hour after the applicant will be charged a fee of \$50.00 per quarter hour.
11. Control of all lights, thermostats and other equipment, and the locking and unlocking of doors is the responsibility of the Fairgrounds Management Staff. Staff should be notified of any special needs of the Applicant.
12. Applicant agrees to hold Indian River County, FL harmless from any and all claims for damages to persons or property resulting from their use of any facility.
13. Applicant agrees to accept facilities "as is." Applicant acknowledges responsibility for conduct of each member / guest attending event. Applicant conducts all events at their own risk. All attendees must abide by County policies.
14. All RV's are required to park in the designated RV area. There will be no parking of RV's in or around other facilities without prior approval of the Fairgrounds Management Staff. All RV's will be required to pay the daily fee for the campsite hook-up.
15. Insurance requirements shall be determined at the sole discretion of the County Risk Manager. Certificates of insurance designating "Indian River County, FL" as additional insured shall be presented to the County no less than 30 days prior to the event.
16. All activities shall be subject to inspection by Indian River County Offices of Fire Prevention, Health Department, Sheriff's Office, Risk Management, Traffic Control, Solid Waste Disposal District and Florida Department of Business and Professional Regulation.

#### **RV Campground Rules**

1. RV sites are not open to the public.
2. RV sites are used only during scheduled events. Only participants of the events may use the RV sites.
3. Alcohol is strictly prohibited within the Campground.
4. Animals are not allowed in Campground unless permitted by Fairgrounds Management Staff.
5. Showers are to be used by registered guest only.
6. Only one (1) hook-up allowed per site.
7. Backflow preventers are required on all water connections at all times.
8. Proper sewer connections are required at all times.
9. Applicant is responsible to collect all fees from participants of their event.



Exhibit C

10. Fairgrounds Management Staff will count each morning and will confirm count with the Applicant daily.
11. Fees are \$20.00 per site plus 11% tax for a total of \$22.20 each for full hookup.
12. Fees are \$15.00 plus 11% tax for a total of \$16.65 each for all dry camping.
13. Reconciliation for camping fees will be collected within 3 days of the conclusion of the event.
14. A separate check for camping fees is required.
15. Early arrival and late departure for events must be coordinate thru the Fairgrounds Management Staff @ 772-589-9223 and camping fees will be collected separately.
16. Reservations are not accepted for campsites.