

ALCOHOLIC BEVERAGE ADDENDUM

THIS ALCOHOLIC BEVERAGE ADDENDUM (the "Addendum") made this ____ day of _____, 20____, is an addition to and forms a part of that certain Frank Brown Park Use Agreement dated _____ (the "Agreement") between the City of Panama City Beach, Florida, a municipal corporation (the "City"), 110 South Arnold Road, Panama City Beach, Florida 32413, and _____ (the "Licensee"), [address] _____, related to the Event known as _____ to be held on _____.

IN CONSIDERATION of reliance upon these presents, City and Licensee agree:

1. To the extent of any inconsistency between the terms and conditions of this Addendum and the Agreement, this Addendum shall control. Capitalized terms used herein shall have the meaning ascribed in the Agreement.

2. Alcoholic beverage sale, possession and consumption are hereby approved, subject to the terms and conditions of this Addendum and the Agreement, for the [insert use here] _____ during the Event Proper (____ days) within the Site but not the Parking Lots. Possession, consumption and sale of alcoholic beverages at any other time, including Set Up and Takedown, is prohibited.

4. Nothing in this Addendum shall be construed to exempt the Licensee from full compliance with, or amend or modify, applicable City Ordinances or State Statutes.

5. Licensee shall have full responsibility for the supervision of the sale, possession and consumption of alcoholic beverages within the Site, and shall suspend such sale, possession and consumption whenever necessary to preserve the peace or protect to the safety of sponsors, guests or the facility.

6. Licensee shall at its expense maintain in force during the Term a liquor liability insurance policy in the amount of not less than \$1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than \$3,000,000 for property damage and bodily injury to or death of more than one person in any one accident or occurrence arising on or about the Site or the Parking Lots from or associated with the sale, possession or consumption of alcoholic beverage during the Term. Such policy shall name the City, its officers, employees and agents as additional insureds.

7. Licensee shall at its expense comply or cause compliance with the following policies and procedures regarding alcoholic beverages during the Event Proper:

- a. A wrist band, stamp, or invitation system shall be strictly enforced by ID check.
- b. Licensee shall provide no less than two (2) additional security personnel

monitor and be stationary inside the areas designated for consumption of alcoholic beverages.

- c. Volunteers/employees assigned to the alcohol consumption area shall be recognized through a badge/name tag identification/ticket/pass.
- d. Volunteers/employees shall be trained in the responsible distribution of alcoholic beverages.
- e. No glass containers shall be used, sold or served in the consumption area.

8. Prior to commencement of the sale, possession or consumption of alcoholic beverages, Licensee shall provide the City with the following documents:

- a. Evidence of a liquor liability policy;
- b. A sketch of the designated area where alcoholic beverages will be permitted;
- c. A written plan for toilet facilities, electricity, public safety, security, traffic control, parking, solid waste disposal, responsible consumption of alcoholic beverages, and clean up;
- d. A written plan that outlines who will be involved with the distribution of alcoholic beverages and the plan for training those individuals who will be providing or distributing these products;
- e. Copies of the state alcohol application, state certificate and state special event permit covering the Site where alcohol will be consumed.

9. Licensee understands and acknowledges that the permission granted is a special exception to the City's policy of prohibiting the possession, consumption and sale of alcoholic beverages in Frank Brown Park and that the City Council reserves the right to revoke the special exception at any time, without cause. Moreover, the City, as owner of the Site, reserves the right at all times to immediately suspend the sale, possession and consumption of alcoholic beverages within the Site whenever the City Manager or his designee shall determine, in his or her sole discretion, that such suspension is necessary or prudent to protect the safety of sponsors, guests or the facility. Licensee acknowledges that the City would not have entered this Addendum without reserving all of the above rights.

10. Licensee represents that it was not requested to obtain this variance by a licensed retailer and that every person or organization which receives any funds from the net proceeds realized from the sale of alcoholic beverages will have been qualified as an exempt organization under the provisions of s. 501(c)(3) of the Internal Revenue Code of 1954.

[SIGNATURES ON FOLLOWING PAGE]

LICENSEE

CITY OF PANAMA CITY BEACH,
FLORIDA, a municipal corporation.

By:
Its:

By: Mario Gisbert, City Manager