

**CITY OF PANAMA CITY BEACH
SPECIAL EVENT AGREEMENT**

THIS AGREEMENT is made and entered into this [redacted] day of [redacted] 2015, 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 Appendix 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 Appendix 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 alternation, 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 pickup 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.

11. INSURANCE AND INDEMNIFICATION.

- A. Licensee shall at its expense maintain in force during the Term a comprehensive public liability coverage insuring Licensee against liability arising from Licensee's occupation, use or maintenance of the Site and Parking Lots. Licensee's coverage shall be in the amount of \$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. All such insurance shall name the City, its officers and agents as additional insured's.
- B. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site and the Parking Lots as the City may desire.
- C. Licensee shall at its option and expense maintain in force during the Term such Fire, casualty and extended coverage insurance on Licensee's personal property located on the Site and Parking Lots,

including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in custody of Licensee, and all such policies may waive any right of subrogation against the City.

- D. All coverage maintained by Licensee pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the State of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactorily to the City and in form and substance reasonably satisfactorily to the City, and shall provide that coverage will not be subject to cancellation, Termination, revocation or material change except after thirty (30) days notice prior written notice to the City.
 - E. Not less than thirty (30) days prior to the Term, and thereafter upon the written request of the City, Licensee shall furnish such certificates of coverage and certified copies of policies pursuant to Subparagraph (a).
 - F. Licensee shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site and Parking Lot by Licensee or anyone claiming by, or through or under Licensee; or (ii) the breach of any Licensee's representations, warranties, covenants or agreements hereunder, including any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the Termination of this Agreement.
 - G. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Licensee under this Agreement, the City shall promptly cause notice of claim to be delivered to the Licensee and shall afford the Licensee and its counsel, at the Licensee's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the Termination of this Agreement.
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 Licensee has 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 acknowledge before me this _____ day of _____, 2015

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:

Holly White, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledge before me this _____ day of _____, 2015
by Mario Gisbert and Holly White 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

Appendix A

Sponsoring Organization: _____ Phone: _____
 Website: _____

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

Name of Event: _____ Phone: _____
 Web Address: _____
 Email Address: _____
 Facilities Requested: _____

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 4 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

Trash Disposal/ Dumpster Delivery		\$350 pull
Grounds Sweeper w/ Operator	<i>Starts at; fees may vary depending on service</i>	\$50 per hr.
32' Scissor Lift w/ Operator	<i>Starts at; fees may vary depending on service</i>	\$50 per hr.
Sound/ Lights Equipment Rental	<i>Starts at; fees may vary depending on service</i>	\$50 per hr.
6' Rectangular Tables (white)		\$4 per day
Folding Chairs (white)		\$1 per day
Professional Sound Tech	<i>Starts at; fees may vary depending on service</i>	\$50 per hr.
Special Event Manager		\$50 per hr.
Additional Maintenance	<i>May require 2 staff</i>	\$20 per hr.
Administrative Processing Fee	<i>Alcohol Addendum</i>	\$25
Facility Fee Aaron Bessant	<i>Less than \$50 ticket price</i>	\$1 per ticket
Facility Fee Aaron Bessant	<i>\$50 or more ticket price</i>	\$2 per ticket
6.5% Florida Sales Tax		

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

Execution of this Appendix A does not constitute confirmation of your Event at Aaron Bessant Park. 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, and any applicable vendor and special Event permits to the City of Panama City Beach, Attn: Parks and Recreation Department, 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.