

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the “**Agreement**”), is made and executed as of this **[Insert Date]**, 2024 (“**Effective Date**”), by and between the CITY OF DORAL, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 8401 NW 53rd Terrace Doral, FL 33166 (the “**City**”), and Loud And Live Doral Amp, LLC, a Florida limited liability company, whose address is 2301 NW 87 Ave, Doral, FL 33172 (“**L&L**”). The City and L&L are referred to collectively herein as the “**Parties**” and each as a “**Party**.”

RECITALS

The City is the owner of the *Doral Amphitheater*, located at *Doral Central Park 3005 NW 92nd Ave. Doral, FL 33172*; and which is more particularly described and depicted in **Exhibit “A”** attached hereto and made a part hereof (the “**Facility**”), which is located within the *Doral Central Park* (the “**Park**”) that is owned by the City; and

The City desires to engage L&L, and L&L desires to accept the engagement, to provide management services for the Facility on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms have the meanings referred to in this Section 1:

“**Affiliate**” -- of a person or entity means another person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” (including the terms “controlled by” and “under common control with”) means direct or indirect ownership of equity securities or other ownership interests which represent more than 51% of the voting power in the subject entity.

“**Annual City Revenue Share**” -- as defined in Section 4.2(b).

“**Approved Non-Reimbursable Upgrades**” -- as defined in Section 8.3.

“**Approved Reimbursable Upgrades**” -- as defined in Section 8.3.

“**Approved Upgrades Threshold**” -- means at least seventy-five (75%) percent of the Approved Non-Reimbursable Upgrades (as set forth on **Exhibit “F”** attached hereto) are completed.

“**City**” -- as defined in the first paragraph of this Agreement.

“**City Manager**” -- the chief administrative officer of the City, or his delegate, who with authority granted to him by law or by the City Council, may act on all matters pertaining to this Agreement.

“City Use” -- as defined in Section 3.5.

“Claims” -- as defined in Section 11.1.

“Commencement Date” -- as defined in Section 2.

“Effective Date” -- as defined in the first paragraph of this Agreement.

“Event” -- each independent use of the Facility during the Term involving a scheduled show with a beginning and ending time, typically all within the same day, which use is made available to the host (e.g., promoter or performer) thereof by L&L pursuant to the terms of this Agreement; provided that the term Event shall include each City Use.

“Event Expenses” -- any and all expenses incurred or payments made by L&L or its Affiliates in connection with the occurrence of an Event, including, but not limited to, costs for staffing and costs relating to set-up, take down, traffic and crowd control, emergency personnel, and clean-up.

“Expiration Date” -- as defined in Section 2.1.

“Facility” -- as defined in the Recitals.

“Facility Standard” -- as defined in Section 8.1.

“Facility Systems” -- as defined in Section 8.1.

“Fiscal Year” -- each Full Fiscal Year and Partial Fiscal Year, as applicable.

“Flat Fee” -- as defined in Section 4.1(a)(i).

“Force Majeure” -- any of the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, hurricanes, explosions, epidemics, pandemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the Party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

“Full Fiscal Year” -- each complete one year period during the Term beginning January 1st of the applicable calendar year and ending December 31st of such calendar year.

“Governmental Requirements” -- all applicable laws, ordinances, rules, regulations, statutes, and other legal requirements of any governmental body or authority or any agency thereof (including, without limitation, federal, state, county, and city).

“L&L” -- as defined in the first paragraph of this Agreement.

“L&L Bonus” -- as defined in Section 4.1(a)(ii).

“Management Fee” -- as defined in Section 4.1(a).

“Marks” -- as defined in Section 12.3.

“Minimum Guarantee” -- as defined in Section 4.2(a).

“Net Operating Loss/Profit” -- with respect to a Fiscal Year, (a) the excess, if any, of Operating Expenses for such Fiscal Year over Operating Revenues for such Fiscal Year, in the case of a loss, and (b) the excess, if any, of Operating Revenues for such Fiscal Year over Operating Expenses for such Fiscal Year, in the case of a profit.

“Operating Expenses” -- any and all costs, expenses and expenditures of whatever kind or nature incurred, directly or indirectly, by L&L in operating, managing and promoting the Facility and otherwise performing its obligations under this Agreement, including, but not limited to: employee compensation and related expenses (e.g., base salaries, bonuses, severance and car allowances), employee benefits and related expenses (e.g., parking and other fringe benefits), supplies, materials, costs of any independent contractors, advertising costs, all costs of maintaining the Facility (to the extent required by this Agreement), all ASCAP and BMI fees, marketing and public relations costs and commissions, janitorial and cleaning expenses, data processing costs, dues, subscriptions and membership costs, amounts expended to procure and maintain permits and licenses, sales taxes imposed upon ticket sales and rentals, professional fees directly relating to the operation of the Facility, printing and stationary costs, Event Expenses, postage and freight costs, equipment rental costs, computer equipment leases and line charges, telephone and telecommunications services, artist and talent fees, show settlement charges, security related expenses (e.g., including police and fire), travel and entertainment expenses in accordance with L&L's normal policies, the cost of employee uniforms, safety and medical expenses, exterminator and waste disposal costs, costs relating to the maintenance of signage inventory and systems, costs associated with compliance of Governmental Requirements, all premiums for insurance carried by L&L pursuant to Section 11.2, and all other costs of operating the Facility in accordance with the terms of this Agreement. Operating Expenses shall not, however, include any costs of litigation between City and L&L, or, notwithstanding anything to the contrary in this Agreement, any costs, expenses and expenditures of whatever kind or nature that are specified in this Agreement as costs, expenses or expenditures to be paid or reimbursed by City (which, for the avoidance of doubt, shall in all cases be borne solely and exclusively by City). All Operating Expenses shall be determined in accordance with generally accepted accounting principles consistently applied and recognized on a full accrual basis.

“Operating Revenues” -- any and all revenues of every kind or nature derived by L&L from operating, managing or promoting the Facility and otherwise performing its obligations under this Agreement, including, but not limited to: license concession fees, rentals, revenues from merchandise sales, advertising sales, equipment rentals, box office revenues, food service and concession revenues (however, if such revenues are collected in the first instance by and retained

by the concessionaire, only the amount of such revenues paid by the concessionaire to L&L shall be included as Operating Revenues), commissions or other revenues from decoration and set-up, security and other subcontractors (however, if such revenues are collected in the first instance by and retained by such subcontractors, only the amount of such revenues paid by such contractors to L&L shall be included as Operating Revenues), revenues generated and received by L&L from agreements with its Affiliates pertaining to the Facility, interest revenues, sponsorship revenues, and any other miscellaneous operating revenues; all as determined in accordance with generally accepted accounting principles consistently applied and recognized on a full accrual basis. For the sake of clarity, the Parties acknowledge that revenues from the sale of tickets for Events at the Facility are not Operating Revenues, but are instead revenues of the promoter and/or performer of each such Event. To the extent that L&L collects such ticket sale revenue on behalf of a promoter and/or performer, such ticket sale revenue shall be the source of funds from which L&L collects the rental charges and other event reimbursements owed by the promoter and/or performer for use of the Facility, which such charges and reimbursements are Operating Revenues hereunder. Operating Revenues shall also not include any revenues from name-in-title rights reserved for the City in Section 5.2(a) or other revenues or amounts expressly reserved for the City hereunder.

“Park” -- as defined in the Recitals.

“Paid Ticket” -- each ticket sold to a member of the public by L&L for an Event held at the Facility (including, for the avoidance of doubt, any City Use) that is paid for by the purchaser thereof using immediately available funds.

“Partial Fiscal Year” -- either, as applicable, (i) the period beginning on the Commencement Date and ending on December 31st of the calendar year in which the Commencement Date occurs, or (ii) the period ending upon the expiration or termination of the Term and beginning on January 1st of the calendar year in which the Term expired or was terminated.

“Parties” -- as defined in the first paragraph of this Agreement.

“Party” -- as defined in the first paragraph of this Agreement.

“Per Ticket Revenue Share” -- as defined in Section 4.2(b).

“Renewal Term” -- as defined in Section 2.2.

“Tax Obligations” -- as defined in Section 6.2.

“Term” -- as defined in Section 2.2.

“Termination Notice” -- as defined in Section 6.3.

“Termination Payment” -- as defined in Section 6.3.

“Unamortized Cost Payment” -- as defined in Section 6.3.

“Upgrades” -- as defined in Section 8.3.

2. TERM.

2.1 **Initial Term.** This initial term of the Agreement shall be for a period of seven (7) years, commencing on the Effective Date, which shall be the execution date of this agreement by all parties and ending on the seventh (7th) anniversary of the Commencement Date (as may be extended pursuant to Section 2.2, the “**Expiration Date**”) (the “**Initial Term**”), unless earlier terminated pursuant to the provisions of this Agreement if the Approved Upgrades Threshold is met within eighteen month (18) period immediately following the Commencement Date, L&L shall have the right to extend the Initial Term by an additional seven (7) years (i.e. until the fourteenth (14th) anniversary of the Commencement Date) by giving written notice to the City of such extension not less than one hundred eighty (180) days prior to the expiration of the Initial Term.

2.2 **Renewal Term(s).** The Parties may extend this Agreement beyond the Initial Term for two (2) additional five (5) year periods (each a “**Renewal Term**”) by either Party giving written notice to the other Party of its desire to renew this Agreement (the “**Renewal Notice**”) not less than one hundred eighty (180) days prior to the expiration of the Initial Term or the first Renewal Term, as applicable. The other Party shall have sixty (60) days to respond to the Renewal Notice, it being understood that the failure to timely respond by such Party within such sixty (60) day period shall be deemed a consent to such Renewal Notice by such Party and an extension of the Term for the applicable Renewal Term. The Initial Term and any successive Renewal Terms may collectively be referred to as the “**Term**”.

3. OPERATION AND MANAGEMENT OF THE FACILITY.

3.1 **General Scope.** Subject to the terms of this Agreement, the City hereby engages L&L, on an exclusive basis to operate, manage, promote, and market the Facility during the Term, upon the terms and conditions hereinafter set forth. The City will maintain control and sole ownership of the Facility in accordance with the terms of this Agreement. The City retains all rights to oversee the Facility’s functions, and ensure that the Facility at all times serves a public purpose in line with the City’s municipal charter in accordance with the terms of this Agreement. L&L will manage the facility on the City’s behalf, and subject to the City’s oversight pursuant to booking policies and other operational reports and plans approved by the City as contemplated by this Agreement, such approval not to be unreasonably withheld, conditioned or delayed.

3.2 **Manager of the Facility.** Subject to the terms of this Agreement, L&L accepts the

engagement and agrees to operate, manage, promote and market the Facility. Subject to the terms of this Agreement, L&L shall serve as the sole and exclusive agent for the City for purposes of managing the operations, promotions and marketing of the Facility during the Term. In such capacity, except as otherwise expressly reserved by the City under this Agreement, and/or except for such matters that are subject to the approval of the City, L&L shall have exclusive authority over the management and operation of the Facility.

3.3 **Booking Policies.**

- (a) L&L shall enact a standard booking policy, maintaining the Facility as an “Open Venue” as the term is generally understood in the venue industry. Booking policies shall be prepared by L&L but subject to City review and approval, such approval not to be unreasonably withheld, conditioned or delayed.
- (b) L&L shall have the sole authority to approve the scheduling of any Event at the Facility pursuant to L&L’s booking policies approved by the City as contemplated by Section 3.3(a), and in accordance with the terms of this Agreement, subject to the terms herein with respect to City Uses. L&L shall have no obligation to book any type or category of Events (or specific Event) that are inappropriate or unprofitable, as reasonably determined by L&L.
- (c) L&L shall enact a standard booking policy providing for published rental rates for the Facility to community and charitable groups, to be approved by the City, such approval not to be unreasonably withheld, conditioned or delayed. Pursuant to that policy, community and charitable groups may rent the Facility in accordance with the following: (i) such reservation cannot be in conflict with another Event already scheduled or on a “hold” by L&L; (ii) the user executes L&L’s standard rental agreement for Events, (iii) no such use shall include a concert; or violate any of the terms of any sponsorship agreement entered into by L&L; and (iv) L&L shall retain the exclusive right to the operation of all concessions and other operations at the Facility.
- (d) Booking policies shall also include the means by which the Parties will address coordination with Park activities.
- (e) Without limiting the other terms of this Agreement, the Parties acknowledge and agree that it is important for the City and L&L to work together when scheduling their respective Events to avoid conflicts, interference with

concurrent Events and impact on Park operations.

3.4 **Specific Services.** Without limiting the generality of the foregoing, except where otherwise expressly required in this Agreement, L&L shall perform all of the following services, all without the necessity of first obtaining City's approval:

- (a) subject to the terms and requirements of this Agreement, establish all booking policies and control the booking of the Facility, including, determining the form of rental or use agreement to be used for the use or rental of the Facility to the hosts (e.g., promoters and performers) of Events; L&L shall hold the master set of all booking records and schedules and shall provide copies of the booking schedules to the City Manager, or designee, bi-weekly and provide the City Manager, or designee, with access to the Facility master calendar; L&L shall, from time to time, review the booking policies and advise the City Manager, or designee, of changes, if any, in the booking policies; any changes to the booking policies shall be in conformity with this agreement and any established local and State laws, and L&L shall in good faith consider any requests or suggestions made by the City Manager, or designee, for changes to the booking policies (it being understood that L&L shall not be obligated to institute any such changes to policies previously approved by the City);
- (b) employ, supervise, and direct all employees and personnel providing services at the Facility on behalf of L&L consistent with the provisions of this Agreement. All employees and/or subcontractors providing services at the Facility on behalf of L&L shall be employees and/or subcontractors of L&L, its Affiliates, or third parties, and not of the City. L&L shall assure that the Facility is adequately staffed with competent, qualified personnel during Events to fulfill its responsibilities under this Agreement;
- (c) administer relationships with all third parties (including, without limitation, entering into contracts and licenses for the food and beverage concessionaire for Events at the Facility, it being understood that all food and beverage concessions and sales with respect to Events at the Facility shall be the sole and exclusive right of L&L, and the City hereby agrees not to operate any concessions or sales that compete with concessions for Events

at the Facility, whether at the Facility, or within a specified boundary (to be mutually agreed upon by the Parties acting reasonably and in good faith prior to the first Event is held at the Facility) adjacent to or surrounding the Facility) for the Events, initiate and participate in any and all negotiations, renewals and extensions relating to such third-party relationships with respect to Events, and enforce contractual agreements concerning any such third party relationships with respect to Events;

- (d) as an agent for the City, negotiate, execute, deliver and administer any and all licenses, occupancy agreements, sponsorship agreements (excluding name-in-title agreements), rental agreements, booking commitments, concession agreements, supplier agreements, service contracts, and all other contracts and agreements in connection with the management, promotion and operation of the Facility pursuant to this Agreement; provided that (i) if any such license, agreement, commitment or contract has a term that extends beyond the remaining Term, such license, agreement, commitment or contract shall provide that it is automatically assigned to City as of the expiration or termination date of this Agreement and that the City Manager may terminate any such agreement without payment thereafter at any time; (ii) L&L shall have the sole authority to approve the scheduling of any Event to be held at the Facility, subject to the limitations and requirements of this Agreement; and (iii) any contract entered into between L&L and a subsidiary and/or Affiliate with respect to the Facility shall be at terms and for prices customarily charged by such subsidiary and/or Affiliate company for comparable goods and services elsewhere at rates that are competitive within the industry unless otherwise approved by the City;
- (e) comply with all applicable provisions of the Americans with Disabilities Act of 1990, as amended (42 USC §12101 et.seq.), and all implementing regulations (28 CFR Parts 35 and 36) throughout the term of this Agreement;
- (f) comply with its maintenance obligations under Section 8.2, it being understood and agreed by the Parties that L&L shall have no maintenance obligations with respect to the Facility except as expressly set forth in Section 8.2;
- (g) establish and adjust prices, rates, and rate schedules for the aforesaid

licenses, agreements, and contracts, and any other commitments relating to Events at the Facility to be negotiated by L&L in the course of its management, operation, booking, and promotion of Events at the Facility;

- (h) pay when due, on behalf of the City, all Operating Expenses from accounts established pursuant to Section 7; provided that, if at any time there are insufficient funds in such accounts to pay Operating Expenses, as and when required, L&L shall either (i) fund such accounts as necessary to pay such Operating Expenses out of such accounts or (ii) to the extent funding such accounts to pay such Operating Expenses out of such accounts is impractical under the circumstances as determined by L&L, pay such Operating Expenses from its own funds (provided that L&L shall maintain accurate books and records with respect to any such payments from its own funds);
- (i) institute such legal actions or proceedings necessary or appropriate, as determined by L&L, in connection with its management, operation, booking, and promotion of Events at the Facility, including, without limitation, to collect charges, rents or other revenues due to L&L or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the Facility (the costs of which shall be included as Operating Expenses);
- (j) maintain a master set of all Event records, booking records and schedules for the Facility (which shall be made reasonably available for inspection by the City upon written request);
- (k) provide day-to-day administrative services in support of its management activities that are necessary to ensure that the Facility shall be operated, managed, and performed in a manner consistent with the requirements of this Agreement;
- (l) engage in advertising, solicitation, and promotional activities necessary to effectively market the Facility and Events and manage related social media platforms for the Facility as it relates to such Events. In connection with its activities under the terms of this Agreement, L&L will be permitted to use the logo and brand identity of the City of Doral, and of the Facility, as approved by the City, such approval not to be unreasonably withheld,

conditioned or delayed;

- (m) act as a collection agent for the City on sales taxes from operation of the Facility and remit to the State of Florida such sales taxes; and
- (n) require that all hosts (e.g., promoters and performers) of Events at the Facility provide certificates of insurance evidencing insurance required by the applicable license, rental, use or occupancy agreement granting such host any rights to host the Event(s) at the Facility. All such liability policies shall name the City and L&L as additional insureds. L&L shall also require all hosts (e.g., promoters and performers) of Events at the Facility to execute (among the terms of the license, rental, use or occupancy agreement) an agreement to indemnify, defend, and hold harmless the City under certain circumstances to be detailed in such agreements. L&L standard license, rental, use or occupancy agreement shall be subject to the prior review and approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed (it being understood and agreed by the Parties that certain hosts may negotiate the terms of such agreements and that L&L shall have the authority, in its reasonable discretion and judgement, to negotiate such agreements on behalf of the City without the need to obtain the approval of the City to deviate from the form previously approved by the City as part of such negotiations).
- (o) L&L understands that the City will not provide for storage of any of its equipment.

3.5 **City Use of Facility**. Subject to the terms and conditions of this Agreement, the City shall be entitled to ten (10) guaranteed occasions in each Full Fiscal Year during the Term to make use of the Facility for hosting an event or to blackout use of the Facility for events taking place at Doral Central Park of one (1) day or one (1) evening (each such instance of use by the City shall be referred to as a “**City Use**”). The City hereby reserves the dates set forth on **Exhibit “D”** attached hereto for the City Uses referenced therein. The City shall have the right to additional City Use dates, subject to availability as reasonably determined by L&L based on other scheduled or to be scheduled Events. Each City Use shall be available without payment of a fee, rent or other payment by City to L&L strictly for the right to the City Use, except as otherwise provided herein, it being understood that

any revenues associated with the City Use, including tickets sales, shall constitute Operating Revenues. Although City will not owe a fee, rent, or other payment to L&L strictly for the right to the City Use, the City shall promptly reimburse L&L for all reasonable and documented expenses and costs (pre-approved costs and expenses shall automatically be deemed reasonable) incurred by L&L to facilitate the City Use, including, without limitation, L&L's standard charges for janitorial, clean up, crowd and traffic control, set-up and tear-down costs and other costs, expenses and fees necessitated by the occurrence of such City Use. All City Use events shall be scheduled in accordance with L&L's booking policies approved by the City as contemplated by Section 3.3(a) so as to not conflict or impair L&L's ability to maintain its anticipated schedule of Events. City shall not be permitted to have a City Use for a commercial, for-profit concert. City shall not be entitled to "roll over" or "carry forward" any unused City Use opportunity from a prior Fiscal Year. If during any Full Fiscal Year fewer than ten (10) City Uses actually occur for any reason, including reasons that were completely outside the Parties' reasonable control, then City shall be deemed irrevocably to have waived its right or entitlement to such unused City Use events that otherwise could have occurred during such Fiscal Year and any such City Use that is waived with respect to any Fiscal Year may not be used in any subsequent Fiscal Year (or added to the guaranteed number of City Uses for any subsequent Fiscal Year).

4. COMPENSATION AND CITY DISTRIBUTIONS.

4.1 Management Fee.

- (a) As consideration to L&L for providing the services contemplated in this Agreement during the Term, L&L shall receive an annual management fee for each Fiscal Year (prorated for Partial Fiscal Years in the case of the Flat Fee) in the amounts described in (i) and (ii) below (collectively, the "**Management Fee**"):
 - (i) Thirty Thousand US Dollars (USD \$30,000.00) (the "**Flat Fee**"), and
 - (ii) the remaining Net Operating Profit for each Fiscal Year after disbursement to the City of the Per Ticket Revenue Share (defined below) with respect to such Fiscal Year pursuant to Section 4.2 (the "**L&L Bonus**").
- (b) The Flat Fee shall be payable in equal monthly installments due on or before

the last day of each calendar month during each Fiscal Year, and L&L shall be entitled to draw such amounts from the accounts established pursuant to Section 7.

- (c) After the disbursement of the Per Ticket Revenue Share to the City for the applicable Fiscal Year pursuant to Section 4.2, L&L shall be entitled to immediately draw the L&L Bonus with respect to such Fiscal Year from the accounts established pursuant to Section 7.
- (d) L&L's right to receive the L&L Bonus for a particular Fiscal Year is subject and subordinate to City's right to receive its Per Ticket Revenue Share for such Fiscal Year, and L&L shall not receive any payment for the L&L Bonus for such Fiscal Year until City has first received its Per Ticket Revenue Share for such Fiscal Year.

4.2 **Annual City Revenue Share/City Distribution.** For each Fiscal Year during the Term (but prorated for Partial Fiscal Years in the case of the Minimum Guarantee), the City will retain a portion of the Net Operating Profit equal to the sum of:

- (a) Sixty-Thousand US Dollars (USD \$60,000.00) ("**Minimum Guarantee**"), to be paid in advance by L&L to the City within (x) ten (10) business days of the Commencement Date with respect to the first Partial Fiscal Year (which Minimum Guarantee in respect of the first Partial Fiscal Year shall be prorated) and (y) ten (10) business days of the beginning of each other Fiscal Year thereafter (it being understood that the Minimum Guarantee in respect of the last Partial Fiscal Year shall be prorated); and
- (b) Two US Dollars (USD \$2.00) per Paid Ticket in excess of 25,000 Paid Tickets sold to Events in the Facility during such Fiscal Year (the "**Per Ticket Revenue Share**") and collectively with the Minimum Guarantee, the "**Annual City Revenue Share**") (for example, if there are 30,000 Paid Tickets for Events during such Fiscal Year, the Annual City Revenue Share for such Fiscal Year would be \$10,000, equal to 5,000 times \$2.00), to be paid by L&L to the City within ten (10) business days of L&L's delivery to the City of the annual statement required by Section 9.2 for such Fiscal Year (it being understood that the Per Ticket Revenue Share for a particular Fiscal Year shall therefore be paid by L&L to the City in the immediately following Fiscal Year).

5. ADDITIONAL AGREEMENTS.

5.1 **Rights of Entry.** Representatives, contractors and employees of the City shall have the right to enter all portions of the Facility during normal business hours to inspect the Facility, to observe the performance of L&L of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the Facility or to the otherwise comply with its maintenance obligations under this Agreement, or to do any act or thing which the City may be obligated or have the right to do under this Agreement. Nothing contained in this subparagraph is intended or shall be construed to limit any other rights or obligations of the City under this Agreement. Notwithstanding the foregoing, the City shall provide reasonable advance written notice to L&L prior to entering the Facility pursuant to this Agreement and in no event shall City unreasonably interfere with the activities of L&L contemplated by this Agreement, and the City's actions shall be conducted such that disruption of L&L's work and services contemplated herein shall be kept to a minimum and there shall be no disruption whatsoever of any Event by City. In no event shall the City's operation of the Park in the normal course of City park operations consistent with the Park's facilities and intended uses be considered a disruption.

5.2 Signage/Sponsorships.

- (a) **Name-in-Title Rights.** City reserves the name-in-title rights with respect to the Facility (i.e.; the right to name the Facility) and all revenue derived therefrom.
- (b) **Marquee.** Exterior marquee messaging at the Facility, if any, will be controlled by L&L and will list only Events taking place within the Facility, in addition to recognition of sponsors. Any exterior marquee sign installed at the Facility shall be approved by the City prior to installation, as there is currently no exterior marquee sign for the Facility. Without limiting the foregoing, the City will control the exterior marquee sign for the Park (other than the Facility) and advertise Events, if approved by City. The marquee sign at the Park and the Facility shall be the property of the City after termination of this Agreement.
- (c) **Non-Permanent Signage/Sponsorships.** L&L shall be entitled to select and display all non-permanent signage and, subject to Section 5.2(a) with respect to name-in-title rights, L&L shall be entitled to select all sponsorships relating to the Facility and any Event that takes place therein, including, without limitation, temporary banners and all other

sponsorships, and all proceeds derived therefrom shall be Operating Revenues; provided, however, that the names affixed thereon are subject to the City's prior approval, which shall not unreasonably be withheld, conditioned or delayed. Notwithstanding anything to the contrary in this Agreement, L&L will retain sole and exclusive rights to all food and beverage sponsorships, provided that L&L shall not violate any terms of any Name-in-Title agreements entered into by the City to the extent such terms are made available to, and known by, L&L.

- (d) General Requirement. All signage put in place by L&L on or after the Commencement Date (whether interior, exterior, permanent and/or temporary) shall comply with all applicable Governmental Requirements and shall be maintained by L&L in good condition, ordinary wear and tear and casualty loss excepted.

5.3 **Parking.** On any day during which an Event is scheduled to occur within the Facility, the parking area adjacent to the Facility (the "**Adjacent Parking Area**") shall be reserved exclusively for the L&L's use. In addition to the foregoing, L&L shall have the first and exclusive priority, at its sole discretion, to reserve and utilize the open grass parking area located in the northwest portion of the Park (the "**Overflow Parking Area**") and together with the Adjacent Parking Area, the "**Designated Parking Areas**") on such Event days, until such time as the City commences construction of a proposed parking garage facility (the "**Garage**"). L&L's rights under this Section shall be subject only to any construction activities conducted by or on behalf of the City within the Overflow Parking Area that may reasonably limit or restrict access thereto. The City shall use commercially reasonable efforts to provide L&L with advance written notice of any such activities affecting the Overflow Parking Area. L&L shall ensure that the Adjacent Parking Area and, if applicable, the Overflow Parking Area is adequately staffed and managed during Events to facilitate safe and orderly vehicle access and reasonably minimize damage to the Parking Areas. Should the City not commence construction on the Garage prior to the first anniversary year of this Agreement, L&L shall have the right to continue use of the Overflow Parking Area until such time as the City commences construction on the Garage. Should L&L desire to continue use of the Overflow Parking Area, L&L shall be responsible, at its sole cost and expense, for taking reasonable remedial action and repairing any material damages to the Overflow Parking Area,

including damage to any irrigation systems, that is caused solely by L&L's use of the Overflow Parking Areas. Any remedial work required pursuant to this provision shall be limited to restoring the affected area to the condition that is generally consistent with the condition that existed prior to L&L's use for overflow parking, provided such damage does not exceed regular wear and tear for non-parking use. Once the Garage is built, the City and L&L may negotiate a separate agreement regarding the garage's use by L&L for a fee consistent with the City's advertised rate. In no event shall the number of parking spaces made available by the City pursuant to this Section 5.3 be less than the number of parking spaces required with respect to the Facility under applicable Governmental Requirements. The Parties shall in good faith coordinate parking operations for the Events (it being understood that such coordination shall not be at an additional cost to the City).

5.4 **Park and City Staff.** If the City determines that it is necessary for City staff to keep the Park open for patrons of the Facility during a particular Event, then the City and its staff shall be solely responsible for all security and oversight with respect to the Park during such time that the Park is open, provided that L&L shall reimburse the City for the hourly rates of the City employees used by the City in connection therewith. The City and L&L shall coordinate this prior to any Event where the City makes such a determination and advises L&L of same in writing. Notwithstanding anything to the contrary herein, the City shall, at its sole cost and expense, provide a designated City employee to be present on-site throughout the duration of any Event, including, but not limited to, all load-in and load-out days, sound checks, and Event days. Such employee shall be responsible for ensuring the proper functioning of the IT infrastructure and sound systems of the Facility.

6. FUNDING OBLIGATIONS; TAX OBLIGATIONS.

6.1 Except as otherwise expressly provided in this Agreement, the City shall have no obligation to provide funds to L&L for the payment of Operating Expenses and shall be entitled to receive the Annual City Revenue Share from L&L pursuant to Section 4.2 even when Operating Revenues are insufficient to cover such payments. Nothing in this Section 6.1 shall limit the obligation of City to pay any costs, expenses or other expenditures which are required to be paid by the City under this Agreement (it being understood that the costs and expenses of City related to performing hereunder and complying with the terms herein shall be City's sole and exclusive obligation and shall not be Operating Expenses or otherwise be the responsibility of L&L).

6.2 L&L and City acknowledge that L&L's operation and use of the Facility hereunder is for public purposes, and therefore have entered into this Agreement with the expectation and belief that no governmental body will impose any ad valorem taxes upon the Facility, in any case with respect to any period between the Commencement Date and the Expiration Date (collectively "**Tax Obligations**"). In the event any governmental body asserts that any Tax Obligations are due for a Fiscal Year or part thereof between the Commencement Date and Expiration Date and it is finally determined (or jointly agreed by L&L and the City) that such Tax Obligations are in fact due and payable to such governmental body, then L&L shall have the obligation to pay such Tax Obligations on behalf of the City subject to the terms herein; provided, however, that notwithstanding anything to the contrary contained in this Agreement, upon any such payment by L&L, there shall be a credit to L&L in the amount of such payment, which credit shall be applied against the next payable Annual City Revenue Share distributions until L&L realizes and exhausts the entirety of the credit. In the event that the remaining Annual City Revenue Share distributions are ultimately insufficient to repay L&L in full for the Tax Obligations paid by L&L on behalf of the City (e.g., because the Term expires or this Agreement is terminated by the Parties prior to repayment in full), the City shall promptly pay the amount of such deficiency directly to L&L. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, it is the intention of the Parties that L&L's obligation to pay the Tax Obligations is to be completely netted out against future Annual City Revenue Share distributions and, to the extent such Annual City Revenue Share distributions are ultimately insufficient to repay L&L in full, then City shall promptly pay the amount of such deficiency directly to L&L.

6.3 In the event any governmental body asserts that any Tax Obligations are due for a Fiscal Year or part thereof between the Commencement Date and Expiration Date and it is finally determined (or jointly agreed to by L&L and the City) that such Tax Obligations are in fact due and payable to such governmental body, then either Party shall have the right, during the one hundred twenty (120) day period immediately following such final determination (or joint agreement), to terminate this Agreement by providing the non-terminating Party with at least ninety (90) days prior written notice ("**Termination Notice**"). In the event that neither Party exercises its termination right with respect to any particular Tax Obligations within the aforesaid one hundred twenty (120) day termination period, the Parties shall nevertheless retain the right of termination set forth in this Section 6.3 (subject to the terms herein) for any other future Tax Obligations finally determined (or jointly agreed to by L&L and the City) to be due and payable to the applicable governmental body (i.e., the waiver of termination with

respect to any particular Tax Obligation shall not constitute waiver for any future Tax Obligation). If either Party exercises its termination option pursuant to this Section 6.3, the following shall occur: (a) this Agreement shall terminate upon the date specified in the Termination Notice; (b) the City shall pay to L&L all amounts owed by City to L&L as of the termination date; and (c) the City shall pay to L&L the Termination Payment as hereafter defined on the termination date specified in the Termination Notice. The “**Termination Payment**” shall be an amount equal to the sum of: (i) the unamortized costs for any Upgrades actually paid or incurred by L&L (x) which L&L agrees to pay or incur pursuant to this Agreement or other written agreement and (y) for which the City is not required to reimburse L&L pursuant to this Agreement or other written agreement (“**Unamortized Cost Payment**”); (ii) the portion of the Minimum Guarantee which has been prepaid for the remainder of the then applicable Fiscal Year (calculated on a pro rata basis for any termination during a Fiscal Year); (iii) existing non-cancellable and verifiable payment obligations of L&L or its Affiliates relating to or incurred in connection with this Agreement, including, but not limited to, Operating Expenses; and (iv) any existing wages obligations of L&L or its Affiliates relating to or incurred in connection with this Agreement or otherwise allocated by L&L to the provision of its services hereunder. The Unamortized Cost Payment shall be an amount equal to the unamortized total costs paid or incurred by L&L for any Upgrades as of the termination date specified in the Termination Notice. The unamortized cost shall be determined by amortizing the total costs paid or incurred by L&L for any Upgrades on a straight-line basis (without interest) on a monthly basis over the period from the date when the costs were incurred over the then remaining Term of this Agreement (assuming for this purpose that the Initial Term has been extended until the fifteen (15th) anniversary of the Commencement Date and all unexercised Renewal Terms have been exercised by the Parties and are included as part of the then remaining Term). The provisions of this Section regarding the above reimbursement and payment obligations of the City shall survive the termination of this Agreement.

7. BANK ACCOUNTS; RECEIPTS AND DISBURSEMENTS

L&L shall establish and maintain in one or more depositories, one or more operating, payroll and/or other bank accounts for the operation and management of the Facility pursuant to the terms of this Agreement, as L&L shall determine. All Operating Revenues collected by L&L from the operation of the Facility shall be deposited into the accounts to the extent reasonably practicable and all Operating Expenses shall be paid by L&L as agent for the City from the

accounts to the extent reasonably practicable, except as otherwise provided or permitted in this Agreement. Any amounts remaining in the operating accounts upon expiration or termination of this Agreement for any reason, after payment of all other amounts that L&L is required to pay under this Agreement through the date of expiration or termination, shall be promptly paid to L&L.

8. REPAIRS AND MAINTENANCE OBLIGATIONS; UPGRADES.

8.1 **Repairs/Maintenance by City.** City shall keep, repair, operate, and maintain the Facility in good order, condition, and repair, and in compliance with all applicable Government Requirements (the "**Facility Standard**") at its sole cost and expense, including, without limitation, the following: (a) the structure, foundation, footings, exterior walls, structural systems, floors, columns, beams, stairs, stairwells, and roof, gutters, flashings, and downspouts of the Facility and the utility lines serving the Facility; (b) the building systems, including heating, ventilating, air-conditioning, plumbing, electrical, mechanical, sewer, fire detection, sprinkler, life safety, and security systems (collectively, "**Facility Systems**"), located in or adjacent to the Facility; and (c) windows, doors, plate glass, and exterior wall surfaces adjacent to the Facility, and the loading docks and parking areas. L&L shall give City notice of the need for any maintenance L&L becomes actually aware of and City shall reasonably promptly thereafter make all repairs necessary to ensure the Facility meets the Facility Standard. City shall be responsible for any repairs to the Facility resulting from any act or omission of City, its agents, contractors, licensees, or employees. Without limiting the generality of the foregoing, the Parties agree that the maintenance of the lawn located at and around the Facility shall be the sole and exclusive obligation of the City and the City agrees to maintain such lawn in good condition for the duration of the Term.

8.2 **Repairs/Maintenance by L&L.** Except as set forth in this Agreement, including Section 8.1, as being an obligation of City, L&L shall throughout the Term take good care of the interior nonstructural portions of the Facility (and not, for the avoidance of doubt, any other portion of the Facility or anything outside of the Facility) and L&L shall reasonably promptly make all repairs to such portions of the Facility, in each case as necessary to keep the Facility in good order and condition for Events, it being understood by the Parties that the City shall promptly (and in any event within ten (10) business days after request) reimburse L&L for all costs and expenses associated therewith (which, for the avoidance of doubt, shall not constitute Operating Expenses). During Events, L&L shall keep and maintain all portions of

the Facility, including, without limitation, the fixtures and equipment thereof and the bathrooms and lavatory facilities contained therein, if any, in a clean and orderly condition, free of accumulation of dirt, rubbish, and other obstructions, it being understood by the Parties that all costs and expenses associated therewith shall constitute Operating Expenses. Notwithstanding anything to the contrary in this Agreement, L&L shall not be required to make or pay for any structural repairs, Upgrades, or structural Upgrades to the Facility or which may be required by Government Requirements (whether presently existing or hereafter enacted), insurance regulations, or otherwise, it being understood by the Parties that all costs and expenses associated therewith shall be borne by City and shall not constitute Operating Expenses unless otherwise agreed to by the Parties with respect to any Upgrades pursuant to Section 8.3.

- 8.3 **Upgrades.** L&L shall not make any material additions, improvements, upgrades, or alterations (collectively “**Upgrades**”) to the Facility without the City’s prior written consent; provided that the City shall be deemed to have consented to (a) the Upgrades more particularly described on **Exhibit “E”** attached hereto (the “**Approved Reimbursable Upgrades**”); (b) the Upgrades more particularly described on **Exhibit “F”** attached hereto (the “**Approved Non-Reimbursable Upgrades**”), so long as L&L provides notice to the City that it intends to implement the Approved Non- Reimbursable Upgrades within one (1) year of the Commencement Date and L&L actually commences work (or causes work to commence) on such Approved Non-Reimbursable Upgrades within eighteen (18) months of the Commencement Date, (c) Upgrades required by Governmental Requirements and (d) Upgrades that do not cost more than \$100,000 individually (it being understood that this clause (d) shall not capture or include any repairs, maintenance or other work to the Facility done by L&L pursuant to Section 8.2, which shall be governed by Section 8.2); provided further that, with respect to any Upgrades pursuant to the foregoing clause (d), such Upgrades must comply with applicable Governmental Requirements. All costs and expenses associated with the Approved Reimbursable Upgrades or the Upgrades contemplated by the foregoing clause (c) shall be borne by City (or, if paid or incurred by L&L, promptly reimbursed to L&L by the City). In the event that any costs and expenses associated with the Approved Reimbursable Upgrades or the Upgrades contemplated by the foregoing clause (a) are paid for or incurred by L&L are not reimbursed by the City within sixty (60) days of submission of proper documentation of such costs and expenses, L&L shall be entitled to offset the unreimbursed amounts against any payments owed to the City

under this Agreement until such amounts are fully accounted for. Furthermore, to the extent that any such amounts remain outstanding at the scheduled expiration of this Agreement, the term of the Agreement shall automatically be extended until the total amount of unreimbursed amounts have been fully repaid to L&L. All costs and expenses associated with the Upgrades contemplated by the foregoing clauses (b) and (d) shall be borne by L&L, provided that, for the avoidance of doubt, all such costs and expenses shall be taken into account in any calculation of the Unamortized Cost Payment. The City shall in good faith consider any Upgrades proposed by L&L. For the avoidance of doubt and consistent with Section 8.1, it is understood by the Parties that L&L shall not be responsible, nor required to pay for, any costs related to capital improvements or infrastructure (i.e. including, but not limited to, Facility Systems) with regard to the Facility unless consented to in writing by L&L. The Parties shall in good faith negotiate the implementation of any Upgrades consented to by the City pursuant to this Section 8.3, including, without limitation, what, if any, costs or expenses associated therewith shall be borne by L&L.

9. RECORDS, AUDITS AND REPORTS.

9.1 **Records and Audits.** L&L shall keep reasonably detailed accounting books and records relating to all Operating Revenues and Operating Expenses during the Term, and records of all tickets sold and Events held, that are accurate and complete in all material respects, all in accordance with generally accepted accounting principles. L&L shall give the City's authorized representatives and independent auditors reasonable access to such books and records during reasonable business hours and upon reasonable advance written notice by the City; provided that, other than with respect to audits and inspections while an event of default exists under Section 17.1, the City may not exercise its audit and inspection rights under this Section 9.1 more often than once per Fiscal Year. All books and records shall be made available in accordance with the preceding sentence on-site at the Facility, at L&L's offices in Miami or electronically, as determined by L&L. L&L shall keep and preserve for at least five (5) years following each Fiscal Year, or for as long as such records are required to be retained pursuant to Florida Public Records Law, reasonable records of Operating Revenues and Operating Expenses for such Fiscal Year.

9.2 **Annual L&L Statement.** In addition, on or before one hundred twenty (120) days following each Fiscal Year, L&L shall furnish to the City a reasonably detailed statement

of Operating Expenses and Operating Revenues (and profit or loss) for the Facility for such preceding Fiscal Year, and the number of Paid Tickets sold and Events held, prepared in accordance with generally accepted accounting principles. Such statement shall be accompanied by a review report from an independent certified public accountant, confirming that a review was conducted in accordance with applicable professional standards and that, based on such review, no material modifications came to their attention that would be necessary for the statement to be in conformity with generally accepted accounting principles. The Parties acknowledge and agree that, subject only to the other terms of this Article 9, the Per Ticket Revenue Share for each Fiscal Year shall be determined by reference to the annual statement delivered by L&L to the City in respect of such Fiscal Year pursuant to this Section 9.2

9.3 **Underpayment or Overpayments.** If any audit under Section 9.1 reveals a L&L's underpayment or overpayment of any amount due under this Agreement for the applicable Fiscal Year, then the Party owing such amount (L&L in the case of an underpayment and the City in the case of an overpayment) must correct the underpayment or overpayment in full within ten (10) business days after receiving a written auditor report. To the extent any audit for a Fiscal Year concludes that the City was underpaid during such Fiscal Year by greater than five percent (5%) of the total amount that should have been paid to the City for such Fiscal Year, then L&L shall pay 100% of the cost and expense for such audit (it being understood that audits by City pursuant to this Agreement shall otherwise be at the cost and expense of City).

9.4 **Reporting.** On or before March 31st of each Fiscal Year, L&L shall provide the City with an annual management plan. The annual management plan shall include information regarding L&L's anticipated operation of the Facility pursuant to this Agreement for such Fiscal Year, including planned operating and maintenance activities, required maintenance and capital improvements, anticipated budgets, and planned equipment investments. Such annual plan shall only be an estimate of activity and L&L shall have the right from time to time to make any changes it deems necessary or appropriate to any such annual plan.

9.5 **Florida Statutes Chapter 119 Retention Disclosure.** L&L shall retain all public records, as defined in Chapter 119, Florida Statutes, related to this Agreement and the operation of the Amphitheater for a period of at least five (5) years after the termination or expiration of this Agreement, or for any longer period required by law.

10. EMPLOYEES.

10.1 **L&L Employees.**

- (a) L&L shall select, train and employ at the Facility such number of employees as is necessary for L&L to satisfy its responsibilities hereunder and L&L shall have authority to hire, terminate and discipline any and all personnel employed by L&L working at the Facility. L&L shall designate a representative that the City Manager, or his designee, may call from time to time to discuss L&L's employees and their performance of the services hereunder or the performance of L&L hereunder.
- (b) The L&L employees at the Facility shall not for any purpose be considered to be employees of the City, and L&L shall be solely responsible for their supervision and daily direction and control and for setting and paying as an Operating Expense their compensation (and federal income tax withholding) and any employee benefits.

10.2 **No Solicitation or Employment by City.** During the period commencing on the date hereof and ending one (1) year after the Expiration Date, except with L&L's prior written consent, the City will not, for any reason, solicit for employment, or hire, any of the employees of L&L that at any time provided services at or with respect to the Facility. In addition to any other remedies which L&L may have, specific performance in the form of injunctive relief shall be available for the enforcement of this provision.

11. INDEMNIFICATION AND INSURANCE.

11.1 **Indemnification.**

- (a) L&L shall indemnify, hold harmless and defend the City, its elected officials, its officers, agents, representatives and employees from and against any and all claims, liabilities, demands, causes of action, costs and expenses (including reasonable third-party attorneys' fees) of whatsoever kind or nature ("**Claims**") arising out of (i) the negligent act or willful misconduct of L&L, its agents, officers, representatives, or employees in the performance of this Agreement; (ii) any material breach by L&L under this Agreement; or (iii) the operation or management of the Facility by L&L during the Term pursuant to this Agreement in violation of the terms herein; provided that there is expressly excluded from the foregoing obligations any Claims to the extent arising or resulting from (w) the negligence or willful misconduct of the City or its officers, agents (excluding L&L),

representatives (excluding L&L), employees or invitees, (x) use of the Facility by the City (including, without limitation, any City Use), or its officers, agents (excluding L&L), representatives (excluding L&L), employees or invitees, (y) any material breach by City of the terms of this Agreement or (z) any matters reserved for the City hereunder (including, without limitation, the maintenance and repair obligations contemplated by Section 8.1), all of which Claims covered by (w) through (z) shall be the sole responsibility of City.

- (b) The provisions of this Section shall survive expiration or termination of this Agreement.

- 11.2 **Insurance.** L&L shall secure prior to the Commencement Date, and shall keep in force at all time during the Term, insurance policies in accordance with the City's insurance requirements set forth on **Exhibit "C"** attached hereto; provided that in no event shall L&L be required to obtain property insurance in respect of the Facility, which shall be obtained by the City at its sole cost and expense.

12. OWNERSHIP OF ASSETS.

- 12.1 **Facility.** The Facility and all buildings and real estate thereon are owned by the City and nothing herein shall transfer ownership thereof to L&L.

- 12.2 **Personal Property.** A list of existing City-owned personal property included in the Agreement for use by L&L during the Term hereof is attached and incorporated herein as **Exhibit "B"**. L&L shall maintain such personal property in substantially the same condition in which it was delivered to L&L, ordinary wear and tear and casualty loss excepted, and, when deemed necessary by L&L in its reasonable discretion, replace such personal property, all of which maintenance and replacement costs and expenses shall constitute Operating Expenses (it being understood that any such replacement personal property acquired by L&L shall be the property of L&L). L&L shall have the right, at any time, to decline the use and responsibility for any existing City owned personal property (whether set forth on **Exhibit "B"** or otherwise) that L&L does not at any time deem useful for its operation of the Facility pursuant to the terms of this Agreement, and may turn such existing City owned personal property over to the City in the substantially the same condition in which it was accepted, ordinary wear and tear and casualty loss excepted. The City shall have the right to, upon reasonable advance written notice, periodically take an inventory

of any or all City owned personal property at the Facility during regular business hours. Any personal property paid for or otherwise acquired by the City before, on or after the Commencement Date (including the personal property included on **Exhibit “B”** attached hereto) shall remain the personal property of the City and shall not become property of L&L by virtue of L&L’s use thereof pursuant to this Agreement or otherwise. Any personal property paid for or otherwise acquired by L&L (whether before, on or after the Commencement Date) is and shall remain the personal property of L&L and shall not become property of the City by virtue of its use at the Facility or otherwise. The City shall have the right to, upon reasonable advance written notice, periodically take an inventory of any or all City owned personal property at the Facility during regular business hours.

- 12.3 **Intellectual Property.** Each Party acknowledges and agrees that neither Party shall have any ownership right, title or interest in or to the other Party’s copyrights, trademarks, trade names, services marks, or other intellectual property, whether registered or unregistered and, no Party shall use or publish, in any medium, any such intellectual property of the other Party without the prior written consent of the other Party. Notwithstanding the foregoing, the City hereby grants to L&L, and L&L hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the City’s trademarks, trade names, service marks, designs, logos, and other similar intellectual property (the “**Marks**”) for the duration of the Term solely in connection with L&L’s performance under this Agreement in accordance with the terms hereof and the promotion and use of the Facility for Events in a manner consistent with the terms of this Agreement. L&L shall use the Marks solely in accordance with the City’s trademark usage guidelines and quality control standards provided by the City to L&L from time to time and as the same may be updated by the City from time to time. If L&L is notified in writing by the City that any use does not so comply, L&L shall remedy the use to the satisfaction of the City or terminate such use.

13. ASSIGNMENT/SUBLET; AFFILIATES.

13.1 Assignment.

- (a) Except as otherwise specifically provided in this Section 13.1, L&L may not assign all or any part of L&L’s interest in this Agreement without the City’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt by L&L to assign all or any

part of its interest hereunder without first having obtained City's prior written approval shall be void and of no force or effect. In the event of any assignment by L&L, unless otherwise agreed to in writing by the City, L&L shall nevertheless remain liable for all obligations hereunder and the transferee shall be jointly and severally liable for all obligations thereafter arising under this Agreement. L&L specifically recognizes that City selected L&L to be the manager of the Facility as a result of the City's evaluation of L&L's specific qualifications and experience.

- (b) The provisions of Section 13.1 shall not prevent L&L in the performance of its management duties hereunder from granting licenses, sponsorship agreements, concessions and/or rental agreements for Events (including with the hosts of Events) and entering into concessions agreement for the concession operations at the Facility.

13.2 **L&L Affiliates.**

- (a) Transactions with Affiliates. Notwithstanding anything to the contrary in this Agreement, in connection with its responsibilities under this Agreement, L&L shall have the right, but not the obligation, to purchase and/or procure from, or otherwise transact business with, any Affiliate of L&L. Any transaction entered into by L&L with any of its Affiliates concerning the provision of services in connection with this Agreement shall be on fair and reasonable terms that are substantially as favorable or more favorable to L&L as would reasonably be obtainable by L&L from a third-party provider; provided that the foregoing restriction shall not apply to transactions with Affiliates that are approved by the City, such approval not to be unreasonably withheld, conditioned or delayed.
- (b) Conflicts of Interest. The City acknowledges that L&L may from time to time manage other public assembly facilities which may, from time to time, be in competition with the Facility. As a material part of the consideration for L&L entering into this Agreement, City acknowledges and agrees that (i) L&L's management of or involvement with competing facilities will not be a conflict of interest or breach of L&L's duties hereunder, and (ii) L&L may operate competing businesses or activities (including, without limitation, providing services as are required under this Agreement) and City waives any rights to object thereto. Notwithstanding anything to the contrary contained in this

Agreement, City hereby acknowledges and agrees that to the maximum extent permitted by law, the City waives any express or implied duty of loyalty or care arising out of an agency relationship, and in the event the foregoing waiver is not allowed by law or is limited by law City hereby agrees that such expressed or implied duties are hereby modified to the maximum extent allowed by law to allow for L&L to compete in any business activity or venture without a duty to City of loyalty or care.

14. SECURITY.

14.1 At all times during the Term, the City at its sole cost and expense shall ensure that the Facility is reasonably secured at all times, subject only to Section 14.2, and shall implement and enforce reasonable security measures to accomplish the foregoing. At all times during the Term, the City shall ensure that the Facility is closed at all times that it is not in use for an Event, the load-in or load-out for an Event, or the cleaning done immediately prior to or following an Event, and the City shall implement and enforce reasonable access control measures to accomplish the foregoing. Without limiting the generality of the foregoing, L&L shall also have the right to at any time secure and prohibit access to any offices, green rooms, concession areas, stage area, back stage area, towers, sound booths and box offices at the Facility.

14.2 Solely during an Event (which only includes cleaning done immediately prior to the applicable Event, load-in for such Event, the actual Event, load-out for such Event and cleaning done immediately after such Event), L&L shall implement and enforce reasonable security measures to ensure that the Facility is reasonably secured for the duration of such Event, and the costs of such security measures shall constitute Operating Expenses.

14.3 Notwithstanding anything to the contrary contained in this Agreement, the City shall provide round-the-clock security, maintenance and repair services for any restrooms or common areas which are required to remain open to the public at times when an Event is not occurring, and L&L shall not have any responsibility, liability or obligation with respect to any such restrooms or common areas.

15. PERMITS; LICENSES.

L&L shall procure any and all permits and licenses required for the performance of its duties

hereunder and for the operation of the Facility by L&L and for the conduct of Events at the Facility pursuant to the terms of this Agreement.

16. UTILITIES.

The City shall be solely responsible for and shall pay (whether directly to the utility or otherwise) before delinquency, of all charges for all water and sewer, electricity and other utilities used at the Facility.

17. FAULT AND TERMINATION.

17.1 **L&L's Defaults.** The occurrence of any one or more of the following events shall constitute an event of default by L&L.

- (a) The failure by L&L to make any payment required to be made by L&L as and when due, which continues for more than thirty (30) days after written notice from City;
- (b) The failure or inability by L&L to observe or perform in any material respect any of the covenants or provisions of this Agreement to be observed or performed by L&L, which continues for more than sixty (60) days after written notice from City; provided, however, if the nature of the failure is such that more than such period is reasonably required for its cure, then L&L shall not be deemed to have committed an event of default if L&L commences the cure within such period and thereafter diligently pursues the cure to completion and actually completes the cure within an additional sixty (60) day period;
- (c) (i) The making by L&L of any general assignment for the benefit of creditors; (ii) the filing by or against L&L of a petition to have L&L adjudged a Chapter 7 debtor under the Bankruptcy Code, or any Code or to have debts discharged or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against L&L, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of L&L's assets located at the Facility or of L&L's interest in this Agreement, if possession is not restored to L&L within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of L&L's assets

located at the Facility or of L&L's interest in this Agreement, where the seizure is not discharged within sixty (60) days.

17.2 **City Remedies.** If an event of default by L&L occurs under Section 17.1 (subject to the applicable graced and cure periods set forth therein), then in addition to any other remedies available to City, City may exercise the following remedies:

- (a) City may terminate this Agreement by written notice to L&L, in which case this Agreement shall terminate and L&L shall immediately surrender possession of the Facility to City. Upon termination, City shall be entitled to recover from L&L: (1) Operating Expenses that remain unpaid through the date of termination; and (2) all other amounts that L&L is required to pay under this Agreement through the date of termination; provided that, for the avoidance of doubt, the City shall nevertheless be required to pay L&L all amounts owed by City to L&L as of the termination date;
- (b) City may seek specific performance of any of L&L's obligations hereunder or seek injunctive relief;
- (c) City may exercise any other remedies available at law or in equity.

17.3 **City's Defaults.** The occurrence of any one or more of the following events shall constitute an event of default by the City.

- (a) The failure by City to make any payment required to be made by City as and when due, which continues for more than thirty (30) days after written notice from L&L;
- (b) The failure or inability by the City to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by the City, which continues for more than sixty (60) days after written notice from L&L; provided, however, if the nature of the failure is such that more than such period is reasonably required for its cure, then City shall not be deemed to have committed an event of default if City commences the cure within such period and thereafter diligently pursues the cure to completion and actually completes the cure within an additional sixty (60) day period;
- (c) The making by City of any general assignment for the benefit of creditors;
 - (ii) the filing by or against City of a petition to have City adjudged a Chapter 7 debtor under the Bankruptcy Code, or any Code or to have debts discharged or a petition for reorganization or arrangement under any law

relating to bankruptcy (unless, in the case of a petition filed against L&L, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of City's assets located at the Facility or of City's interest in this Agreement, if possession is not restored to City within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of City's assets located at the Facility or of City's interest in this Agreement, where the seizure is not discharged within sixty (60) days

17.4 **L&L's Remedies.** If an event of default by City occurs under Section 17.1 (subject to the applicable graced and cure periods set forth therein), then in addition to any other remedies available to L&L, L&L may exercise the following remedies:

- (a) L&L may terminate this Agreement by written notice to City, in which case this Agreement shall terminate and L&L shall immediately surrender possession of the Facility to City. Upon termination, L&L shall be entitled to recover from City all amounts owed by City to L&L as of the termination date and the City shall pay to L&L an amount equal to the Termination Payment;
- (b) L&L may seek specific performance of any of City's obligations hereunder or seek injunctive relief;
- (c) L&L may exercise any other remedies available at law or in equity.

17.5 **Cumulative Remedies.** The various rights and remedies reserved to the Parties in this Agreement or otherwise shall be cumulative and, except as otherwise provided by Florida law, each Party may pursue any or all of its rights and remedies at the same time.

17.6 **Late Payments.** Any payment owed to City or L&L under this Agreement including, without limitation, any other payment owed to City or L&L under this Agreement that is not received by City or L&L within thirty (30) days following written notice of such amount being due shall bear interest at a rate per annum equal to The Wall Street Journal Prime Rate from the date due until fully paid.

18. TERMINATION FOR CONVENIENCE BY CITY.

18.1 **Termination for Convenience by City.** The City reserves and retains the right, at its sole option and discretion, to terminate this Agreement, without cause, upon one hundred twenty (120) days prior written notice to L&L; provided that the City may not exercise

the foregoing termination right (or provide a termination notice in respect thereof) at any time prior to the date that is the second (2nd) anniversary of the Commencement Date; provided further that the effectiveness of such termination and the rights of the City under this Subsection shall be expressly conditioned on and subject to: (a) the effective date of such termination not being prior to any Event for which L&L has already booked the Facility; and (b) the City paying to L&L on the termination date (i) all amounts owed by City to L&L as of the termination date and (ii) an amount equal to the Termination Payment.

18.2 Surrender of Facility. Upon termination of this Agreement pursuant to Section 18.1, L&L shall surrender and vacate the Facility upon the effective date of such termination.

19. NO DISCRIMINATION.

In connection with its performance under this Agreement, L&L shall not refuse to hire, discharge, refuse to promote or demote, or to discriminate in matters of compensation against, any person otherwise qualified, solely because of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status and age or disability.

20. NOT A LEASE.

It is agreed that this Agreement is not a lease of the Facility.

21. MISCELLANEOUS.

21.1 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in Miami-Dade County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

21.2 Attorney's Fees. In the event that either the City or L&L institutes any legal action or proceeding to enforce any right or obligation under this Agreement, the prevailing party shall

be entitled to recover its costs and reasonable attorney's fees incurred in the preparation, prosecution, or defense of such action or proceeding.

21.3 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION..

21.4 No Partnership or Joint Venture. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and L&L. None of the officers, agents or employees of L&L shall be or be deemed to be officers, agents or employees of the City for any purpose whatsoever and none of the officers, agents or employees of City shall be or deemed to be officers, agents or employees of L&L for any purposes whatsoever.

21.5 Entire Agreement. This Agreement and all Exhibits attached hereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, proposals or other expressions of intent with respect thereto, including, without limitation, that certain Request for [Information] [###] ISSUED [Date] and L&L's subsequent responses and proposals, including,

without limitation, L&L's response dated [Date], and that certain Memorandum of Understanding prepared by the Parties prior to the negotiation of this Agreement. The Exhibits attached hereto are incorporated into and made a part of this Agreement.

21.6 Written Amendments. This Agreement shall not be altered, modified or amended in whole or in part, except in writing executed by each of the Parties. The City Manager, on behalf of the City, shall have authority to approve any changes to this Agreement on behalf of the City.

21.7 **Force Majeure**

- (a) No Party will be liable or responsible to the other Party for any delay, damage, loss, failure, or inability to perform caused by Force Majeure if notice is provided to the other Party within ten (10) days of date on which such Party gains actual knowledge of the event of Force Majeure that such Party is unable to perform.
- (b) Neither Party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefore shall be prohibited or rationed by any Governmental Requirements.
- (c) In the event of substantial damage to or destruction of the Facility by reason of fire, hurricane, storm or other casualty or any eminent domain action or other regulatory action that, in any case, shall render a substantial part of the Facility inoperable for a period of at least ninety (90) days or in L&L's or the City's reasonable opinion the Facility can no longer be operated in a reasonably profitable manner as a result of the damages or action for a period of at least ninety (90) days from the happening of the fire, hurricane, storm or other casualty or any eminent domain action or other regulatory action, either Party may terminate this Agreement upon written notice to the other Party.

21.8 **Binding Upon Successors and Assigns; No Third-Party Beneficiaries**.

- (a) This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the Parties and each of their respective permitted successors and permitted assigns.
- (b) This Agreement shall not be construed as giving any person, other than the

Parties and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of the Parties and their successors and permitted assigns and for the benefit of no other person or entity.

21.9 Notices. All notices required to be provided by a Party hereunder shall be provided in writing shall be sent to the other Party at the following address:

If to City, to:

Zeida Sardiñas
City Manager
8401 NW 53rd Terrace
Doral, Florida 33166

With a copy to:

Lorenzo Cobiella
City Attorney
8401 NW 53rd Terrace
Doral, Florida 33166

If to L&L, to:

Loud And Live
2301 NW 87th Avenue, 6th Floor
Miami, FL 33172
Attn: Legal Department

or such other address as such Party may hereafter specify by written notice to the other Party.

21.10 Section Headings and Defined Terms. The headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

- 21.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.
- 21.12 Severability. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.
- 21.13 Non-Waiver. A failure by either Party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such Party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.
- 21.14 Certain Representations and Warranties.
- (a) The City represents, warrants, and covenants to L&L the following: (i) City has full legal right, power and authority to enter into and perform its obligations hereunder; (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles; and (iii) the Facility is structurally sound, in good operating condition and repair, and is adequate for the uses to which it is being put and for the hosting of Events pursuant to this Agreement, and, as of the Commencement Date, the Facility will not be in need of maintenance or repairs in order to host Events and otherwise permit L&L to perform under this Agreement, except for ordinary, routine maintenance and repairs that are not material in nature or cost (which maintenance and repairs shall be the obligation of the City at its sole cost and expense unless otherwise agreed to by L&L in writing). The City further represents and warrants to L&L that for so long as L&L is not in default under this Agreement beyond

any applicable notice and cure periods, L&L's operation and management of the Facility shall not be disturbed or hindered by the City or anyone claiming by, through or under the City, subject to the terms, provisions and obligations of this Agreement.

- (b) L&L represents and warrants to the City the following: (i) L&L has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by L&L and constitutes a valid and binding obligation of L&L, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

21.15 Non-Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity. The City expressly reserves all rights, privileges, and immunities under the doctrine of sovereign immunity and all other applicable law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

L&L:

Loud And Live Doral Amp, LLC

By: _____

Name:

Title:

City:

[City of Doral]

By: _____

Name:

Title:

Exhibit "A"

Facility

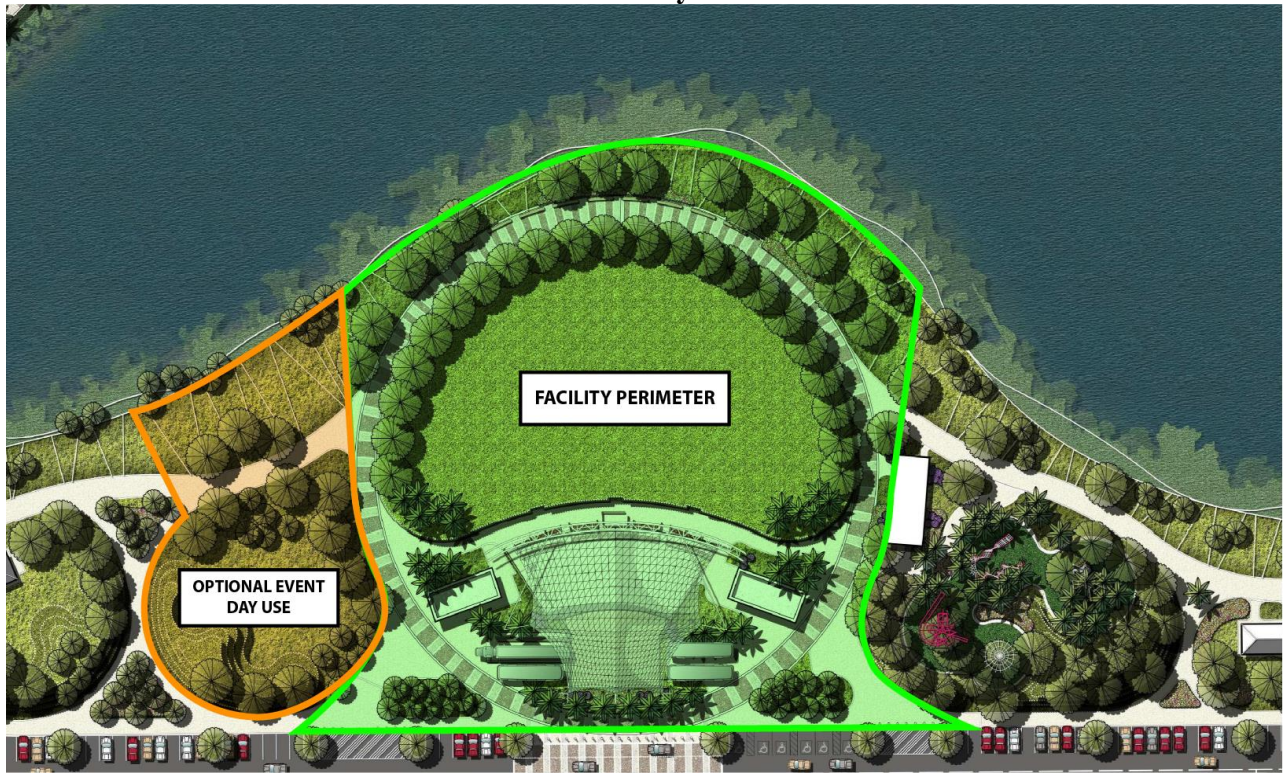


Exhibit “B”

CITY PERSONAL PROPERTY

INVENTORY AMPHITHEATER City of Doral		
Item	Quantity	Comments
AUDIO VISUAL		
JBL A8 Line Array	20	L & R
JBL VTX B18 Subs	7	1 is for stage sub
JBL VRX928LA	6	Front Fills
JBL Hanging Stage Fills	2	Stage Monitor
JBL VTX M20	6	Stage Monitor
JBL VTX M22	2	Stage Monitor
JBL SRX928S 18in Sub	3	Self powered Floor Subs
Dolly Wheel Cart for JBL VTX B18 Subs	2	Dolly
Dolly Wheel Cart for JBL A8 Line Array	5	Dolly
Speaker Motors + Accessories for mounting speakers	4	
Mounts for speakers	2	
Motion Labs Handheld Control Remote	1	A-16-301-0003
Motion Labs Remote Access Stations	1	A-26-001-0002
4 channel Shure ULDX4Q QUAD	2	SHUULXD4QG50
SHURE ULDX2 Wireless Handheld mic SM58 with mic head	4	SHUULXD2SM58G50
Shure SB900B for ULDX2 mics	4	SB900B
SBC200US Dual Docking Charging Station	4	SBC200US
AKG head worn mic & Transmitter	1	AKG6000H50930
Country man head worn Mic	2	COUE6XDW6T2AX
SM58 Cardioid Wired Mic with mic head	17	SHUSM58CNBTS & SHUSM58LC
ShureWL185 Lav mic	4	for Shure ULXD1 transmitter
Shure ULXD1 transmitter bodypack	4	SHUULXD1G50 for WL185 Lav Mic
Antenna Shure UA860SWB	2	System RF Antenna
In-Line Antenna Amplifier Shure UA834WB	2	System RF Antenna Accesory
Overheads shure SM137	2	SHUSM137LC
Snare SM57	2	SHUSM57LC

Beta 52A Kick	1	SHUBETA52A
Beta 56A toms	3	SHUBETA56A
Mic Mounts for Toms	3	SHUA56D
K&M mic stands with	8	KON2109050055
Atlas Mic Stand	4	ATLTB1930
Atlas Floor Mic Stand	1	ATLDMS7E
Ultimate Support Mic Stand	10	Generic
Ethercon cable 150 ft with roller	1	Ethercon RJ45
RJ45 Ethernet cable 25ft	1	RJ45 Data cable
Ethercon Cable 50ft	4	RJ45 Data cable
Mini TRS to XLR stereo cable x4	4	AUX Cables
NL-4 Speakon 5ft	12	Speaker Cable
NL-4 Speakon 3ft	39	Speaker Cable
NL-4 Speakon 15ft	13	Speaker Cable
NL-4 Speakon 50ft	9	Speaker Cable
NL-4 Speakon 10ft	19	Speaker Cable
NL-4 Speakon 100ft	6	Speaker Cable
NL-4 Speakon 20ft	11	Speaker Cable
NL-4 Speakon Extender	3	Speaker Cable Accessory
NL-4 to Power Plug	3	
Balanced Microphone XLR 6ft	8	Audio Cable
Balanced Microphone XLR 10ft	10	Audio Cable
Balanced Microphone XLR 50ft	7	Audio Cable
Balanced Microphone XLR 100ft	4	Audio Cable
Balanced Microphone XLR 25ft	8	Audio Cable
Yamaha Console QL5	1	YAMQL5
Riser Stand TMB Associates	1	TMBPRSEZTILTS
Case for Console Pro X	1	PROXSQYL5DHW
Yamaha Rios 16in/8out 3U 1608-D	3	16-IN/8-OUT CL-SERIES DANTE I/O RACK CONSOLE
Gator Case 6U	2	holds Yamaha RIOS
CyberPower PDU15B2F8R 15A	2	PDU15B2F8R
CyberPower OR2200LCDRTXL2U Smart App LCD UPS System, 2100VA/1650W, 8 Outlets	2	OR2200LCDRTXL2U
Whirlwind mini6 subsnake	2	Whirlwind
Whirlwind Director DI Box	5	DIR
Whirlwind Dual Direct2 DI Box	2	DIRECT2

Shure PSM1000 Dual-Channel G10 w/accessories	4	Stereo/Mono Mixes (P10TRP425-G10)
Shure P10R+ Wireless Bodypack Receiver w/accessories	8	IEM Body Pack
2U rack mounted cabinet	1	In IEM System
Pyle PDU Rack mounted 15A	1	PCO860
Gator Case 8U	1	Holds IEM System
Shure PA821B Antenna Combiners (470 to 865 MHz) with accessories	1	PA821B (8 RF inputs)
Shure HA-8089 Helical Antenna	1	HA-8089
Shure UA825 Antenna Extension Cable	1	UA825
Crown Audio I-Tech 4x3500HD 4-Channel 3500W	10	for front fills, monitors & PA
Whirlwind SBNL18442 SBNL Series NL Splitter & Breakout Box	4	NL Breakout Box
Biamp ALC-404D Amplified Loudspeaker Controller, 4x400W, 70V/100V	1	Paging system ALC-404D
LEA Professional Connect 354 350W 4-channel Power Amplifier	1	Amp for Stage Fills
TASCAM SS-CDR250N Two-Channel Networking CD and Media Recorder	1	SSCDR250N
Williams Sound WaveCAST C Single-Channel Wi-Fi Audio Streaming System	1	WF T5C - ALS system
QSC Q-SYS CORE 110F	2	DSP-02 & DSP-03 - Processing of System
QSC Q-SYS QIO ML2x2 Peripheral	1	EX-01 - INS/OUTS
QSC Q-SYS QIO GP8x8 Peripheral	1	EX-02 - INS/OUTS
QSC Q-SYS CORE 610	1	DSP-01 - Processing of System
Encoder Creston DM-NVX-360	2	Video Encoders
Streaming Device Sonos PORT	1	PORT1US1BLK
DECIMATOR MD-HX HDMI / SDI CROSS CONVERTER	2	MD-HX
Patch Panel for Speaker-On (NL-4) Penn Elcom R1269/2UK/16 2U Neutrik Punch Rack Panel with 16 Holes	2	PP-09 & PP-10
Bittree Patch Panel for XRL Inputs/outputs 48x2 channels (Mini TRS)	2	PP-01 & PP-02; B96DC-FNSST/E3 M2OU12B

BITTREE Patch cords 2ft TRS	120	
Camplex 24-Port ST to ST Singlemode Simplex Fiber Optic Feedthru PATCH PANEL	1	CMX-OPRBX-12
Canare 322U-BJRK 2RU Patch Panel for SDI	1	322U-BJRK
Black Box Patch Panel for Network/Data Ports (24ea.)	3	C6AFP70S24
Middle Atlantic PDT-2020C-RN Thin Power Distribution Strip (20 Amp)	1	Power Strip PDU
Stage Floor Boxes w/Line/Mic inputs, power, speakon ports	7	Floor Box Cubs Systems WPM-18
Side Stage Wall box with Data,Dante, SDI & Fiber Ports	5	
FOH audio panel with SDI, fiber, Dante, data, speaker on, mic/line input, power ports	1	Floor Box Cubs Systems WPM-18
Lawn audio panel with SDI, fiber, Dante, data, speaker on, mic/line input, power ports	1	Floor Box Cubs Systems WPM-18
LIGHTING		
FOH lighting panel with power, pass thru data & fiber ports, lighting network	1	Lighting Panel
House lights	13	
2 monitors ViewSonic TD2423d with Keyboard	2	Monitors
ETC Ion Xe 20 Console	1	4311A1021-US
BACKLINE PANELS (ELECTRICAL & LIGHTING)		
Lighting panel for patch pass thru and socapex connections	1	8x Socapex + Patch pass thru
400A electrical panel for lighting system	3	3 phase
400A Elcetrical panel for Audio system	1	3 phase
For rack mounted equipment	For rack mounted equipment	For rack mounted equipment

DRAFT

**Exhibit “C”
Insurance Requirements**

General Liability Insurance

- Limits of \$1,000,000 Each Occurrence, and \$2,000,000 Aggregate
- Include the City as an Additional Insured
 - o Include a Waiver of Subrogation in favor of the City
 - o Include a 30-Day Notice of Cancellation
-

Workers Compensation Insurance

- L&L shall provide the City with a policy as required by Florida Law.

Professional Liability/Errors & Omissions

- Limit \$1,000,000

Exhibit “D”

City Uses

1. [...], 2025: Doral Central Park Phase 4 Grand Opening
2. May 3, 2025: Mother’s Day Artisan Market
3. July 4, 2025: Independence Day Celebration
4. August 12, 2025: National Night Out & Back to School Event.
5. December 6, 2025: Holiday Bazaar
6. December 12, 2025: Holiday Celebration at the Park
7. February 6, 2026: Camping Under the Stars
8. February 21, 2026: Miami Symphony Orchestra at the Park
9. April 4, 2026: Eggstravaganza

With respect to each reserved City Use referenced above, the City shall be deemed to have reserved a City Use for such event for each subsequent Fiscal Year during the Term on the equivalent date in each such subsequent Fiscal Year; provided that the City may change the date of any such City Use upon reasonable advance written notice to L&L, subject to availability based on other scheduled or reserved Events.

City dates and event titles are subject to change upon reasonable advance written notice to L&L, subject to availability based on other scheduled or reserved Events. Any proposed changes will be communicated to L&L in writing.

Exhibit “E”

Approved Reimbursable Upgrades

Item	Projected Costs*
Perimeter Fencing (Entire Venue)	\$118,034.00
Interior Fencing (Canopy Area)	\$60,000.00

*Projected costs are not final and are subject to change.

Exhibit “F”

Approved Non-Reimbursable Upgrades

Conversion of Utility Storage Rooms to Office space / dressing rooms
Concert Chairs - 597 Seats
Light Towers - 4 Units
Backup Power / Backup Amps
Mobile Ticket Booth - 3 Units
Trussing and motors for Backstage Mesh/FOH Lighting and LED Screen