

2020 ST. PATRICK’S DAY HERITAGE EVENT LICENSE AGREEMENT

THIS EVENT AGREEMENT is made and entered into this ___ day of _____, 2020, by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation, by and through the Parks & Recreation Department, (“City”), and The Friendly Sons and Daughters of Ireland, Inc., 5845 N.W. Begonia Ave., Port St. Lucie, FL 34986, Attn: Jim Williams, (“Event Partner”). In consideration of the mutual covenants contained herein, the parties agree as follows:

WHEREAS, the Event Partner and the City have historically worked together to co-produce and plan the annual St. Patrick’s Day event; and

WHEREAS, the 2020 St. Patrick’s Day event will be held on March 13-14, 2020 (the “Event”); and

WHEREAS, the City would like to continue its sponsorship of the annual St. Patrick’s Day Event for 2020 through staff support, expense sharing, sponsorship and marketing assistance and by providing the venue; and

WHEREAS, the City and the Event Partner have agreed to share net profits from the Event, excluding alcohol sales, after application of expenses, following an accounting of expenses and revenues as provided herein; and

WHEREAS, the City owns the Port St. Lucie Civic Center, 9221 S.E. Civic Center Place, Port St. Lucie, Florida 34952.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. EVENT PREMISES

The City grants Event Partner a revocable non-exclusive license to utilize the Village Square outdoor area adjacent to the Port St. Lucie Civic Center, for the purpose of co-

producing the Event (the “Event Premises”). Said Event Premises includes the area more particularly described and/or reflected in Exhibit “A” attached hereto.

2. TERM

The term of this License Agreement is for a period beginning at 5:00 p.m. on the 13th day of March 2020, and terminating on the 14th day of March 2020 at 10:00 p.m.

3. USE OF PREMISES

The Event Premises are to be used by the Event Partner for the furtherance of the community and civic goals of the City, including, but not limited to, conducting the Event. The Event Partner shall restrict its use to such purposes and shall not permit other uses of the Event Premises without the written consent of the City.

4. SPONSORSHIP AND MARKETING

Both the Event Partner and the City shall be responsible for obtaining Event sponsors. Any funds received from said sponsorships shall be used to offset the total costs of the Event, before the final accounting of costs and revenues are made at the conclusion of the Event.

5. EVENT EXPENSES

The Event Partner agrees to pay City an event fee of \$1,500 which shall be due at the conclusion of the event. This payment shall not be included in the accounting of expenses and distribution of revenue at the conclusion of the Event. After the revenues obtained from sponsorships, as specified in Paragraph 4, are applied to Event costs and expenses, the City and the Event Partner shall be jointly and equally responsible for all remaining Event costs and expenses necessary to produce the Event, with the exception of costs related to the Event Partner’s acquisition of alcohol as specified in paragraph 7 herein. The Event Partner shall be exclusively responsible for all alcohol costs related to the Event.

6. EVENT PROCEEDS

The City shall be entitled to all net revenue and proceeds from the sale of craft items from craft vendors, food and non-alcoholic beverage items, and carnival revenue. The Event Partner shall be entitled to all revenue and proceeds from the sale of alcohol as provided in Paragraph 7.

7. ALCOHOL

The Event Partner will be responsible for all alcoholic beverage sales and service during the Event. The Event Partner will obtain the necessary and proper license from the Division of Alcoholic Beverages and Tobacco to sell alcoholic beverages and shall retain all records and receipts related thereto. The Event Partner shall be responsible for all costs associated with the sales and service of alcoholic beverages during the Event and shall retain all net profits from the sale of alcoholic beverages during the Event.

8. LIABILITY/INDEMNIFICATION/HOLD HARMLESS

The City shall not be liable for damage claims from injury to persons or property from any cause relating to the occupancy, construction, improvement, maintenance, or operation of the Event Premises by the Event Partner during the term of this License or any extension thereof. Event Partner agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Event Partner, agents, laborers, vendors, or other personnel entity acting under Event Partner's control in connection with the terms of this Agreement and, to that extent, Event Partner shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful

termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. The aforesaid hold-harmless Agreement by Event Partner shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the actions of Event Partner or any agent laborers, or any employee of Event Partner, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Event Partner shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Event Partner during the performance of this Agreement. Event Partner shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on this Agreement. Event Partner shall secure all permits, fees, licenses, and inspections necessary for the execution of this Agreement.

No provision of this License Agreement shall be construed to create a partnership or joint venture of any type between the City and Event Partner, or in any way make either responsible for any debts, losses or liabilities of the other, without limitation. Nothing in this Agreement shall be deemed to extend or waive the City's sovereign immunity pursuant to Section 768.28, Florida Statutes.

9. INSURANCE

Event Partner shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Event Partner are not intended to, and shall not in any manner limit or qualify the liabilities and obligations assumed by Event Partner under this Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement, will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie, and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this Agreement, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

A. Workers' Compensation Insurance:

Event Partner shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. If Event Partner claims exemption under Florida Workers' Compensation insurance, Event Partner must present a waiver of exemption from the Florida Division of Financial Services indicating such.

B. Commercial General Liability Insurance:

Event Partner shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
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Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

C. Additional Insured:

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per event aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent contractors, fellow employees, and volunteers. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

D. Liquor Liability Insurance:

Event Partner shall agree to maintain Liquor Liability insurance issued under an Occurrence form basis, in limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. A waiver of subrogation shall be provided in favor of the City.

E. Automobile Liability Insurance:

Event Partner shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Event Partner does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Event Partner to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must

be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

F. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Agreement have been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability, Auto Liability, and Liquor Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and shall include 2020 St. Patrick's Day Heritage Event License Agreement.**" The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

G. Waiver of Subrogation:

Event Partner shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Agreement to waive subrogation without an endorsement then Event Partner shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Event Partner enter into such an Agreement on a pre-loss basis.

H. Deductibles:

All deductible amounts shall be paid for and be the responsibility of Event Partner for any and all claims under this Agreement

It shall be the responsibility of Event Partner to ensure that all vendors, independent contractors, and/or subcontractors utilized in this Agreement comply with the same insurance requirements referenced above. The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein. All insurance carriers must have an AM Best rating of at least A:VII or better. A failure on the part of Event Partner to execute the Agreement and/or punctually deliver the required insurance within 14 days of the event, may be cause for annulment of this Agreement.

10. ACCOUNTING

The City shall be responsible for the accounting of all event revenue and expenses at the conclusion of the Event. If Event revenues exceed the amount of Event expenses, the City shall remit the Event Partner's portion of revenues to the Event Partner as set forth herein. If Event expenses exceed revenues, the City shall invoice the Event Partner for fifty (50) percent of the event revenues (over and above the Event Partner's cost for alcohol) as set forth herein.

11. FORCE MAJEURE

In the case that a state of emergency may be declared, or the Event Premises or any part thereof shall be destroyed or damaged by hurricane, fire, water, or any other cause, or as the result of any other casualty or unforeseen occurrence, the City may determine that fulfillment of the Agreement is not possible. If any of these shall occur, this Event Agreement shall be subject to termination. Should it become necessary in the judgment of the City to evacuate the Event Premises because of a bomb threat or for other reasons of public

safety, the dates and times provided in this Agreement will be extended for sufficient time to complete the Event without additional terms and conditions providing such time does not interfere with rights previously granted to another event. The parties also agree that if unforeseen circumstances due to weather materially affect attendance, the parties may renegotiate the payment of costs and expenses set forth herein, except that any expenses and proceeds related to the sale of alcohol shall remain as set forth herein.

12. ENTIRE AGREEMENT

It is agreed that this document contains the entire Agreement between the parties regarding the Event, and this Agreement shall not be modified in any respect except in writing signed by both parties.

13. ADMINISTRATIVE REMEDIES AND VENUE

Any and all disputes pertaining to this Agreement shall be referred for resolution to the City Manager for the City of Port St Lucie, Florida, prior to the filing of any litigation. The parties consent solely to a state court of jurisdiction in St. Lucie County, for any litigation which may arise out of this Agreement among the parties.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have set their respective hands this ____
day of _____, 2020.

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____
Sherman Conrad
Director, Parks & Recreation

EVENT PARTNER

By: _____
Jim Williams, President
Friendly Sons and Daughters of Ireland, Inc.

Approved as to Form and Sufficiency:

Lee J. Baggett
Title: Deputy City Attorney

EXHIBIT A
Event
Premises

1. See Attached Map