

THIS AGREEMENT made and entered into this 20 day of August 2021 by and between Manatee County Government doing business as the Bradenton Area Convention Center, hereinafter referred to as CENTER, and The Jazz Club of Sarasota, Inc., 330 S. Pineapple Avenue, Sarasota, FL 34236, hereinafter referred to as LICENSEE.

WITNESSETH

CENTER, in consideration of the payments required herein, and subject to the terms and conditions contained in this Agreement, grants to LICENSEE a non-assignable right for LICENSEE to use and occupy that portion of CENTER's facilities described below (hereinafter the Space), for Jazz Club of Sarasota - Sunset Jazz at the Crosley (hereinafter the Event), with access to the Space as listed below:

- Wednesday, October 27, 2021; Crosley Estate Bayfront Lawn – move in 03:00 PM; event 05:00 PM - 08:00 PM complete move out including Licensee and guests, caterer, vendors, and tent, if applicable by 09:30 PM.

LICENSEE will have access to the space at the above times only. Any additional Move in or Move Out days, if available, must be included in the License Agreement. CL Initials

1. **Charges** – LICENSEE agrees to pay CENTER the charges set forth under charges for the use and occupation of the Space and for facilities, products, and service provided.

Rental space and guidelines

Bayfront Lawn Rental - Exterior access to lawn and patio. Limited interior access – Restrooms only. Rental discount provided upon Board of County Commissioner approval. Licensee must host event at no or minimal cost to the public. Licensee must comply with all other CENTER obligations and requirements as set forth within the Powel Crosley Estate rate resolution R-20-034. CL Initials

Inclement weather plan – event can move into the Great room with a maximum of 100 guests on the scheduled date. Licensee can also transfer the date one time to an open Monday, Tuesday, or Wednesday date within one month of the scheduled date. CL Initials

Rent

Crosley Estate Bay front Lawn (3pm-10pm)	1 @	\$700.00	\$700.00
		100% Rental Rate Discount per R-97-88 (4) BOCC Approval	-700.00
		subtotal	0.00
		6.5% Sales Tax	0.00
		TOTAL	\$0.00

2. **Rates for Additional Rental Hours, Facilities, Products (Equipment) and Services** – CENTER offers additional products, and services, when available, at the below. (rates do not include tax): _____ Initials

a. ~~Rehearsal – a one hour rehearsal on a non holiday is included in the rental rate; a one hour rehearsal on a holiday is \$500.00~~

b. ~~Additional Hours – standard rental hours are 1pm – 11pm; each scheduled additional hour is \$250.00; unscheduled additional hours are \$375.00 per each hour~~

c. ~~Additional Spaces – Gwendolyn's and Powel's rooms on the 2nd floor are available at the rate of \$500.00 per room~~

3. **Payment Schedule** – The LICENSEE agrees to pay CENTER the charges in part 1 provided as follows:
 - a. Total of charges – including equipment, labor, and additional services ordered will be due 10 days prior to the final event via the pre-event invoice.
 - b. A final invoice showing all charges and payment will be sent following the event. Visa, MasterCard, Discover, American Express and cash accepted. Personal checks are not accepted less than 21 days prior to the event.

4. **Food and Beverage Service**—Only the In-House Caterer or caterers included in CENTER’S Off-Site Caterer Program (the Program) may provide food and beverage at the CENTER. CENTER does not imply or guarantee the services of the Caterer Program, but only maintains the Program to assure compliance with CENTER’S requirements and policies. The failure to enter into an agreement for any of these items shall not be cause for either party to terminate the Agreement or be considered a breach or default. The State of Florida prohibits catering by unlicensed providers. Caterers handle all rental items – such as tents, lighting, flooring, furniture, linens, and dishes. EL Initials
5. **Alcohol Service** - All alcoholic beverages are to be purchased and provided by CENTER or designee and must be consumed on the premise. EL Initials
6. **Indemnity and Insurance** – In addition to performing the other obligations set forth in the General Conditions incorporated herein pursuant to Section 11, LICENSEE shall specifically comply with the obligations set forth in General Conditions K and L, regarding insurance and indemnity.
7. **Designees** – The CENTER and LICENSEE agree that authority to sign any Addenda or supplementary writings is provided to Ed Linehan (President) and George McClain (Vice President) by LICENSEE. LICENSEE may delete or add designees by providing written notice to CENTER.
8. **Incorporation of Documents** – This Agreement includes the General Conditions, Attachment 1 and the Facility Use Regulations, Attachment 2 and any additional written understanding referencing this Agreement and signed by the parties including facsimile transmissions (faxes), all of which are incorporated herein by reference as if each were included within the body hereof.

Total of charges for equipment and services will be provided prior to the event by the facility’s Event Manager.

LICENSEE

Ed Linehan

Date August 20, 2021

BRADENTON AREA CONVENTION CENTER

George McClain for Elliott Falcone
Executive Director or Designee

Date 9/14/21

Bradenton Area Convention Center – Powel Crosley Estate
General Conditions, Attachment 1

- A. **EVENT SET-UP AND COORDINATION** -Where required by CENTER's assigned facility representative, LICENSEE will meet with CENTER approximately thirty (30) days prior to the Event to confirm or establish the Event requirements. At any time, LICENSEE may delete or, where available, add to the facilities, products and services to be provided by CENTER.
- B. **LICENSEE'S OBLIGATIONS** - LICENSEE agrees to furnish everything necessary to the Event except as herein or subsequently agreed to be furnished by CENTER in writing and signed by CENTER and LICENSEE.
1. CENTER shall provide the following:
 - a. Water - for toilet and janitor purposes, Regular House Lights, Routine Janitorial Service.
 - b. Set Up for Event in accordance with Final Plans provided to CENTER by LICENSEE.
 - c. The assigned facility representative is included as well as the day of show event supervisor.
 2. LICENSEE shall be responsible for:
 - a. Electricity - Additional Electrical Service shall be paid for by LICENSEE at current rates in effect at the time of the Event. All electrical connections shall be made by a representative of CENTER or the approved CENTER electrical contractor. Multiple plugs, such as twin sockets, cube taps, etc., shall not be permitted. Any such connections shall be rewired to conform to the appropriate regulations. Such changes shall be charged to LICENSEE.
- C. **FACILITIES, PRODUCTS AND SERVICES** – In addition to Facilities, Products and Service listed in the Agreement, CENTER agrees to make available the additional facilities, products and services listed in the Rate Resolution in effect at the time of the event based upon item availability.
- D. **TICKET SALES** - The sale of tickets provided by or through the CENTER may only be provided by a separate agreement. The failure to enter into an agreement for ticket sales shall not be cause for either party to terminate the Agreement or be considered a breach or default.
- E. **FINAL SETTLEMENT** - At the conclusion of the Event, a final invoice will be prepared by CENTER. Any CENTER products in the Agreement or any supplementary writings will be included in the final settlement. Any CENTER charges in excess of payments received may be paid from revenues from ticket sales or other funds of LICENSEE held by CENTER. Any balances due shall be paid by LICENSEE at the time of final settlement. If CENTER has received funds in excess of the final total charges any balance due shall be returned to LICENSEE within thirty (30) days.
- F. **DEFAULT BY LICENSEE** - If payments are not made when due or if LICENSEE fails to comply with any of the conditions of the Agreement, at the option of the CENTER, the Agreement may be terminated. Upon such termination, CENTER may advise the public and the media that the Event will not take place as scheduled, the CENTER may re-enter the Space and hold the same, remove all persons there from and resort to any legal proceedings to obtain such possession, and the LICENSEE shall pay the full amount of rent and fees for CENTER's facilities and products and any costs incurred in securing additional products and services. In case a suit or action is instituted by CENTER to enforce compliance with the Agreement, CENTER, in addition to the costs and disbursements provided by statute, shall be entitled to such other sum in lawful money of the United States as the court may adjudge reasonable for attorney's fees and costs to be allowed in such suit or action.
- G. **NO REFUNDS/BREACH OR TERMINATION BY LICENSEE** - So long as LICENSEE has made all payments when due and remained in compliance with the Agreement, LICENSEE may provide for early termination upon delivery of written notice to CENTER. Upon early termination under this clause, LICENSEE shall only be responsible for rent or fees for CENTER'S Space and the facilities or products belonging to CENTER (including tax) due as of the date of receipt of such notice and actual costs incurred by CENTER related to the provision of services, as of the date written notice of termination is received by CENTER. **ABSOLUTELY NO REFUNDS WILL BE MADE FOR RENT DEPOSITS OR FEES FOR CENTER'S FACILITIES OR PRODUCTS** that are due as of the date of breach or termination by LICENSEE. If payments have been made in advance of the due date, any overpayment shall be repaid to LICENSEE.
- H. **RE-ENTRY BY CENTER** - Upon termination of the Agreement as provided in Conditions F and G above, the CENTER may re-enter the Space either by force or otherwise without risk of any prosecution or liability therefore, and may at its own option re-rent the Space as the agent of LICENSEE and receive the rent therefor, applying the same first to payment of such expense as may be incurred in re-entering and re-renting the Space, and then to the payment of the rent and fees and costs due; the surplus, if any, to be paid over to the LICENSEE. LICENSEE covenants and agrees to pay to the CENTER the balance, if any, of the rental to be paid remaining after deducting the net rental resulting from such re-renting. Nothing herein contained shall be construed as imposing any obligation on the CENTER to re-rent the Space or in any way affect the obligation of the LICENSEE to pay the full amount of rent, fees and costs in case the Space shall not be so re-rented.
- I. **CONTROL OF CENTER FACILITIES** - In renting the Space to LICENSEE, CENTER does not relinquish the right to control management of the Space or the Facility, and to enforce all the necessary and proper rules for the management and operation of the same. The agents and employees of the CENTER may enter the Facility and Space at any time and on any occasion. CENTER reserves the rights not specifically granted to LICENSEE under the terms hereof, including but not limited to the sole right to provide all food and beverage service, including the serving of alcoholic beverages, sell or give away refreshments, cigars, cigarettes, candies, sandwiches, periodicals, souvenirs and other merchandise, to charge a parking fee for all users of the parking lots, to conduct check rooms, to control programs and to supervise the contents thereof, to schedule other similar Events both before and after dates of the Agreement without notice to LICENSEE, to take photographs, and other privileges, and the LICENSEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges, without the written consent of the CENTER.
- J. **AUDIO CONTROL** - If LICENSEE uses any type of audio or sound enhancement equipment for its event, CENTER reserves the right to monitor the sound level to ensure that noise levels do not exceed any applicable laws or ordinances that may apply to sound emanating from the CENTER. LICENSEE agrees and CENTER expressly reserves the right to physically adjust the audio

controls to acceptable levels. In the event that the sound levels continue at an unreasonable and disturbing level, the CENTER retains the right to immediately terminate the event.

K. **INDEMNITY** – LICENSEE shall indemnify, defend, keep and save harmless the MCG, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, patent claims, liabilities, judgments, costs and expenses which may accrue or be asserted against MCG arising out of LICENSEE'S performance of, or its failure to perform the duties and obligations arising out of agreement. LICENSEE shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against MCG in any such action, the LICENSEE shall, at its own expense, satisfy and discharge the same. LICENSEE expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by or on behalf of LICENSEE shall in no way limit LICENSEE'S responsibility to indemnify, keep and save harmless and defend the CENTER as provided herein. Notwithstanding the foregoing, nothing herein shall constitute a waiver of sovereign immunity beyond the waiver and limitations provided in Section 768.28, Florida Statutes.

L. **INSURANCE**

1. Premises and Event Liability Insurance is required as follows:
 - a. Policy must be written on an occurrence form only. Claims-made coverage form is not acceptable.
 - b. Policy must be from a carrier rated "A" or better.
 - c. Coverage must be for all participants, guests, invitees, and spectators attending the event.
 - d. The policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" and "Bradenton Convention and Visitors Bureau" as additional insureds, shall specify that the insured shall have no right of subrogation against Manatee County or Bradenton Area Convention and Visitors Bureau for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk.
 - e. A Certificate of Insurance evidencing coverage and the Endorsement naming "Manatee County, a political subdivision of the State of Florida" and "Bradenton Area Convention and Visitors Bureau" as an additional insured must be provided to the event manager no later than ten (10) business days prior to the event, or as otherwise required.
 - f. LICENSEE shall have responsibility for any insurance premiums or policy deductibles.
 - g. LICENSEE'S insurance coverage shall be primary with respect to Manatee County and the Bradenton Area Convention and Visitors Bureau. Any insurance or self-insurance maintained by Manatee County shall be excess of Licensee's insurance and shall be non-contributory.

2. Minimum Insurance Limits per Leased Period
 - a. General Liability – Each Occurrence \$1,000,000
 - b. Third Party Property Damage \$1,000,000

3. Minimum Insurance Limits per Leased Period for Concerts, Expos
 - a. General Liability – Each Occurrence \$2,000,000
 - b. Third Party Property Damage \$1,000,000

4. Minimum Insurance Limits per Leased Period for Bounce Houses, Fireworks and Staging Greater than Two Feet
 - a. General Liability – Each Occurrence \$5,000,000
 - b. Third Party Property Damage \$1,000,000

5. If commercial or professional drones are used during the special event, aviation liability insurance for unmanned aircraft is required with a minimum limit of \$1,000,000 each occurrence. The Premise and Event Liability requirements above under 6a(1-v) must be met. Operations of drones must comply with all applicable rules and regulations established by the FAA.

6. Caterer's Liability Insurance is to be provided and arranged by Caterer for events using outside catering services. Such insurance must be compliant with the Bradenton Area Convention Center's Off-Site Caterer Program and the Powel Crosley Estate Off-Site Caterer Program, Exhibit E (1) and (2), respectively.

7. If LICENSEE is a self-insured governmental entity subject to statutory limitations under the laws of the United States or the State of Florida, LICENSEE shall provide proof of such coverage to Manatee County Government prior to the event date and agrees to apply the same to protect Manatee County Government from any and all claims resulting from LICENSEE'S actions or omissions at the Center, whether by its agents, subcontractors or invitees.

M. **FIRE** - In case the CENTER or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the Agreement by the CENTER impossible including, without limitation the requisitioning of the premises by the United States government or any arm or instrumentality thereof, or by reason of labor disputes, then and thereupon the Agreement shall terminate and the LICENSEE shall pay rental for the Facility only up to the time of such termination, at the rate herein specified, and the LICENSEE hereby waives any claim for damages or compensation should the Agreement be so terminated.

N. **EVACUATION OF THE FACILITY** - Should it become necessary in the judgment of the CENTER to evacuate the Space because of a bomb threat or for other reasons of public safety, the dates and times provided in the Agreement will be extended for sufficient time to complete the Event without additional rental charges providing such time does not interfere with rights previously granted to another licensee. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated or adjusted based on the actual use by LICENSEE, and the LICENSEE waives any claim for damages or compensation from CENTER.

O. **ADMISSIONS CONTROL** - Admissions control personnel shall include, but not be limited to, ticket sellers, ticket takers, ushers, door guards, etc. LICENSEE agrees to provide the minimum admissions control personnel as required by CENTER or its Director.

P. **HANDLING FUNDS** - In the handling, control and custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the CENTER is acting for the accommodation and sole benefit of the LICENSEE and as to

such receipts and funds the CENTER shall be responsible only for gross neglect or bad faith.

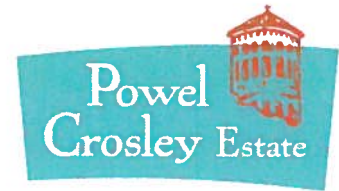
- Q. **CAPTIONS** - The Captions provided in the Agreement, these General Conditions, and all other documents incorporated by reference into the Agreement are solely for convenience and not intended to alter, restrict or limit the interpretation of the provision contained in the section.
- R. **DEFINITIONS** - Unless the context clearly indicates a different meaning, the following terms used in the Agreement and all supplementary writings shall be interpreted in accordance with the meaning provided below:
1. **Agreement** - The License Agreement and all documents incorporated therein by reference, including without limitation these General Conditions.
 2. **Event** - The activity described in beginning of this Agreement.
 3. **Facility or Facilities** - Any and all real property and improvements thereon and personal property designated as CENTER facilities and under the control of the CENTER.
 4. **LICENSEE's Invitees** - Anyone on CENTER's facilities at the direction, request or invitation of LICENSEE and which is to be broadly construed to include but is not limited to LICENSEE, LICENSEE's officers, members, employees, agents, contractors, subcontractors, guests, invitees, vendors and exhibitors.
 5. **Products** - Any personal property of the CENTER including but not limited to equipment, furniture, machinery, and the like, but excluding disposable supplies, made available for a fee or rental charge in connection with the Agreement.
 6. **Services** - Includes the work, labor and obligations undertaken by CENTER in connection with CENTER's performance of the Agreement exclusive of the obligation of the CENTER to make available the Space and products.
 7. **Space** - The room or area in the Facilities set aside for the use of LICENSEE under the Agreement including the right of access to the Space and the use of walks, drives, restrooms, corridors and other common areas reasonably necessary for the conduct of the Event.
- S. **ASSIGNMENT** - LICENSEE shall not assign the Agreement or use of CENTER space other than herein specified.
- T. **ADVERTISING AND PROMOTION** - All advertising of performance and/or events held at the Bradenton Area Convention Center or Powel Crosley Estate shall state the correct facility name, the full admission charge, including handling charges (if applicable), and must be accurate and actual. LICENSEE shall not advertise any performance and/or events unless and until contracts between and all parties are fully executed. LICENSEE shall not allow any media advertising the Event to imply that the CENTER is sponsoring the Event. The posting of all signs shall be in compliance with local rules and ordinances.
- U. **ALCOHOLIC BEVERAGES** - All alcoholic beverages are to be purchased and provided by CENTER. Alcoholic beverages may not be brought onto the Bradenton Area Convention Center or Powel Crosley Estate premise. All alcoholic beverages must be consumed on premise and cannot be removed at any time.
- V. **FORCE MAJEURE** - The CENTER and LICENSEE shall not be required to perform any obligation under the Contract or be liable to each other for damages if the performance or non-performance of the obligation is made illegal or impossible by an act of God or force majeure. An "Act of God" or "force majeure" event is defined as fire, flood, hurricane, earthquakes, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the CENTER and LICENSEE and which event makes the non-performing party's performance impossible or illegal. Then, either party may cancel the Contract Agreement and all deposits, advances, prepayments, and final payments made to the VENDOR shall be refunded to the LICENSEE in full without deduction thirty (30) days following the date of the contract for services was to be held.

Bradenton Area Convention Center - Powel Crosley Estate
Facility Use Regulations, Attachment 2

- A. **RULES AND REGULATIONS** - All persons connected with LICENSEE and LICENSEE's invitees shall abide by and comply with all applicable Federal, state and local laws, rules and regulations including those of law enforcement agencies and fire departments and reasonable regulations of the CENTER required to protect the Facility and the health, welfare and safety of all.
- B. **EJECTION OF PERSONS** - LICENSEE shall be responsible for ejecting any person who is in the Facility at LICENSEE's request or invitation and whose conduct in the Facility fails to comply with the conditions of the Agreement or poses a risk of injury or damage to persons or property. LICENSEE is solely responsible for any claims for costs, expenses or damages arising out of the ejection of such persons including those claims where LICENSEE has identified such persons for CENTER and requested CENTER's assistance in ejecting them. Notwithstanding the above provisions, nothing shall preclude CENTER from ejecting such persons where LICENSEE has failed to do so.
- C. **RESERVED TICKETS** - LICENSEE shall provide ten tickets or reserved seats for Center Hall events to CENTER without charge for training and other purposes connected with management, operations and promotion of the facilities.
- D. **SEATING CAPACITY** - In no event shall tickets to any event be sold or disposed of in excess of the seating capacity of the Space. LICENSEE shall not admit to the Facility or the Space a larger number of persons than can safely and freely move about in the Space and the decision of the CENTER Director in this respect shall be final.
- E. **SEATING OBSTRUCTIONS** - LICENSEE will permit no chairs or movable seats to be or remain in the passageways and will keep all passageways clear at all times. No portion of the sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets and ways of access to public utilities of the building shall be obstructed by LICENSEE or used for any purpose other than for ingress to and egress from the Facility.
- F. **MACHINERY AND INFLAMMABLES** - LICENSEE shall not operate any engine or bit D motorized machinery on or in the facilities, or use oils, burning fluids, camphene, kerosene, naphtha, gasoline or any agent for illuminating the premises, except as authorized in this agreement or approved by CENTER.
- G. **TRADESPERSONS** - LICENSEE agrees that only decorators, caterers, and contractors approved by the CENTER shall be employed.
- H. **VACATION OF SPACE** - In the event that the Space is not vacated by LICENSEE or LICENSEE's invitees on the date and at the time provided in the Agreement, then CENTER shall be and is hereby authorized to remove from the Facility, at the expense of the LICENSEE, goods, wares, merchandise and property (LICENSEE's property) of any and all kinds and description which may be then occupying the Space or left in any other part of the Facility. The CENTER shall not be liable for any damages to LICENSEE's property which may be sustained and the CENTER is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this agreement as any of LICENSEE's property may remain in the building, CENTER shall be entitled to charge the sum per day provided in the rate schedule by the CENTER for the use of any space.
- I. **LOST ARTICLES** - Lost articles left in the Facility following the conclusion of the event shall be released by the CENTER to the rightful owner upon satisfactory evidence of ownership in accordance with CENTER procedures and applicable provisions of Florida law.
- J. **FREE SAMPLES/SOUVENIRS** - Neither LICENSEE nor LICENSEE's agents shall give away or sell items under the terms of the Agreement without written permission from the CENTER.
- K. **DECORATIONS, SIGNS AND POSTERS** - LICENSEE will not post or exhibit or allow to be posted or exhibited signs, advertisements, showbills, lithographs, posters, or cards of any description in the Facilities except in the locations provided by CENTER. Decorations, signs, banners, and streamers shall not be attached, taped, nailed, pinned or otherwise fastened to any ceiling, drapery, painted surface or wall of CENTER. Special decorations and tape must be approved by the CENTER Management as to where and how they shall be installed. Confetti also is not to be used on premise. Under NO circumstances are helium filled, Mylar balloons or adhesive back decals to be given away or permitted to be used in the CENTER without prior management approval. Any costs incurred by the CENTER from the use of, or removal or, these items shall be charged to the LICENSEE.

- L. **INTERMISSIONS** - For all Center Hall events lasting one hour or more, LICENSEE shall provide an intermission of not less than fifteen (15) minutes and notify the CENTER of the time of intermission.
- M. **RADIO AND TELEVISION** - LICENSEE is prohibited from having radio television broadcasting facilities, films, recordings or videos made of any performance or event in the Space unless specific written permission is given by the CENTER Director.
- N. **COPYRIGHTS AND TRADEMARKS** - LICENSEE shall obtain all licenses or authorizations from the copyright or trademark owners or their representatives and agrees to indemnify and hold the CENTER harmless from any claims, losses, or expenses incurred with regard thereto. This shall include any and all ASCAP, BMI, SESAC or other copyright fees applicable to an event. Payment of the fees will be made by the LICENSEE directly to the applicable copyright agency.
- O. **THE FACILITY** - LICENSEE shall not injure, mar nor in any manner deface the Facility, and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured or marred or defaced and LICENSEE will not do, or permit to be done anything in or upon any portion of the Facilities or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Facility or any part thereof, or in any way increase any of insurance upon the Facility or on property kept there.
- P. **DEFACEMENT** - LICENSEE shall not drive or permit to be driven, any nails, hooks, tacks, or screws in any part of the Facility, shall not tape or permit to be taped any material to any part of the Facility, and shall not make or allow to be made any alteration of any kind therein.
- Q. **WATER CLOSETS** - Water closets and water apparatus will not be used for any purpose other than for which they are constructed and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to them on account of misuse of any nature or character whatever shall be paid by LICENSEE.
- R. **SECURITY/FIRST AID SERVICES** - LICENSEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property.
- S. **CARE OF THE FACILITY** - LICENSEE agrees to cause the Space to be kept clean and generally cared for during the term, excepting as provided by regular janitor force employed by the CENTER, ordinary wear and tear accepted.
- T. **PERSONAL PROPERTY** - CENTER assumes no responsibility whatever for LICENSEE's property placed in the building. Any watchman or other security services desired by LICENSEE must be arranged in advance with CENTER.
- U. **SMOKING** - LICENSEE shall not permit smoking or the use of E-Cigs in the Space or the Facilities in any place other than areas designated by CENTER.
- V. **DAMAGES** - Any type of damages to CENTER property or equipment is to be reported immediately to the Convention Center Business Office. The LICENSEE or his representative is asked to inspect those areas of the building to be used with a representative of the CENTER prior to move-out to determine any damages resulting from the event. A security deposit may be requested by Convention Center Management.
- W. **AIR CONDITIONING AND HEATING** - Electrical Consumption Charges for the building and premise areas are listed under "Utility Charges" in the current rate resolution. Air conditioning and heating during move-in and move-out times will also be at the "Utility Charge" rates as listed.
- X. **JANITORIAL SERVICES** - CENTER shall clean the premises before, during and after the event. Cleaning will not include the vacuuming of carpeted aisles or any other janitorial services in the individual exhibit booths. Arrangements for this service can be made through the assigned Event Manager. Any cost incurred by the CENTER for excessive custodial services will be charged to LICENSEE at prevailing rates.
- Y. **EXTERIOR DOORS** - Under NO circumstances should any exterior door be propped open or any automatic closing devises or panic hardware be removed from any door in the CENTER.
- Z. **RIGGING** - All rigging within the CENTER must be approved in advance and supervised by In-House Audio vVual on behalf of building personnel.
- AA. **MOTORIZED EQUIPMENT** - Equipment will be operated by authorized personnel only. LICENSEE is required to ensure that all equipment operated in the CENTER by his service contractors do not drip oil or any other staining solutions. Any vehicle which drips oil or staining solutions will be removed immediately from the CENTER and the responsible parties will be charged with cleaning costs for removal of stains.

- BB. VEHICLES IN THE EXHIBIT HALL** - Vehicles are permitted in the Exhibit Hall for loading/unloading with the authorization of the CENTER Management. All equipment and freight will be loaded/unloaded at the loading area if possible. Any vehicle that remains in the facility as part of a display must conform with all Fire Regulations including the following:
- Parked vehicles must not be driven during event hours.
 - The positive battery cable must be disconnected by LICENSEE personnel.
- CC. FREIGHT DELIVERIES** - Prior arrangements must be made with CENTER to ensure acceptance of freight. Under no circumstances will C.O.D. deliveries be accepted by CENTER personnel. All equipment and freight brought into the CENTER are to be delivered at the loading area located at the north corner of the building. All deliveries must have the name and date(s) of Event for which it belongs.
- DD. OUTSIDE EXHIBITS** - LICENSEE may place exhibits outside the CENTER in any area approved in advance by CENTER Management, and contracted as exhibit space.
- EE. ANNOUNCEMENTS** - CENTER shall have the right to make announcements in the interest of public safety, proper operation of the building, crowd control and compliance with rules, regulations, laws, etc.
- FF. MARQUEE** - CENTER shall have total discretionary control over the messages displayed on the CENTER marquee and message center located at the entrance of the CENTER. The unavailability of the marquee due to technical difficulties or other circumstances shall not be cause for termination or cancellation of the Agreement or be considered a breach or default. Marquee information must be provided to the Facility Representative seven (7) days in advance of the event.
- GG. MOVEABLE WALLS/ROOM DIVIDERS** - All moveable walls and/or room dividers in the CENTER are to be moved and installed by CENTER Personnel only.
- HH. BULK TRASH** - LICENSEE will be responsible for removal of all bulk trash, crates, lumber and packing materials prior to event beginning and following move out. Any costs incurred by the CENTER for bulk trash not removed by LICENSEE will be charged to LICENSEE at the prevailing rate.
- II. PETS** - No animals or pets are permitted in the building except at an approved exhibit, activity, or performance legitimately requiring the use of animals. Seeing-eye dogs are exempt. Pets which are approved to be in the building must be on a leash, within a pen, or under similar control at all times. The owner will be fully responsible for his or her pets at all times.
- JJ. GRATUITIES** – Bradenton Area Convention Center policy specifically prohibits any CENTER employee from accepting loans, advances, gifts, gratuities, or any other favors from parties doing business with the Bradenton Area Convention Center. All Licensees and exhibitors should be aware of this policy and refrain from any such activities.
- KK. RESIDUAL MATTERS** - All matters, rules, regulations, or deviations there from, not expressly provided for herein, shall be decided upon by the CENTER Director.



Insurance Requirements

General Liability Insurance is required for all events taking place at the Bradenton Area Convention Center and the Crosley Estate. Manatee County has made available insurance for your convenience through One Beacon Insurance. Other sources are also listed.

- www.OneBeaconEntertainment.com – TULIP (PREFERRED SOURCE)
 - Purchase or Quote
 - Vendor ID – 4386-001 for Crosley Estate; 4386-002 for Bradenton Area Conv. Center (NEXT)
 - Enter details and date of your event
 - Select “no” regarding Liquor Liability Coverage (provided by the facility)
 - Input average daily attendance and answer four questions if necessary
 - Select “Get Quote”
- Insurance Time 941-746-5151, ext. 221 (local in Bradenton)
- www.WedSafe.com – has various wedding coverages
- RV Nuccio & Associates – www.SpecialEventInsurance.com 1-800-364-2433

Minimum Limits per Leased Period

- General Liability – Each Occurrence \$1,000,000
- Third Party Property Damage \$1,000,000

Concerts, Expos

- General Liability – Each Occurrence \$2,000,000
- Third Party Property Damage \$1,000,000

Bounce Houses, Fireworks and Staging Greater than Two Feet *

- General Liability – Each Occurrence \$5,000,000
- Third Party Property Damage \$1,000,000

* Only Fireworks set off on facility property.

Terms and Conditions

- Manatee County, and **Bradenton Area Convention and Visitors Bureau**, a political subdivision of the State of Florida, must be named as an additional insured
- Insurance carriers must be A rate, or better
- Coverage to be in place during length of lease

For questions on the insurance, please contact the business office of the Bradenton Area Convention Center at 941-722-3244, ext. 0



Event Payment Options

- ❖ **Credit Card** - All credit card payments will now be directed to our online payment processor. To make your secure payment, go to either facility website bradentonareaconventioncenter.com or powelcrosleyestate.com and click on the "make payment" button on the main page. **Your license agreement "contract" number will be your invoice number.** We are immediately notified of your payment and you will be emailed a receipt. At your request, we can also send you an invoice with a direct link. There are no additional fees to use this service. *Authorize.Net accepts Visa[®], Mastercard[®], Discover[®], American Express[®], JCB[®] and Diner's Club[®]*
- ❖ Through your **on-line banking/bill payer**. Set up Bradenton Area Convention Center or Powel Crosley Estate as a payee using the address of: One Haben Blvd., Palmetto, Florida 34221; 941-722-3244 as the phone number. **VERY IMPORTANT Use this address for both facilities – Bradenton Area Convention Center and the Powel Crosley Estate.** Please include your license agreement "contract" number as a reference.
- ❖ **Check** – personal or business. Personal checks are not accepted less than three weeks prior to the event. Please include your license agreement "contract" number in the memo as a reference. **
- ❖ **Cashier's checks, money orders, or other certified funds** - Please include your contract number as a reference. **

** Our business office is located at the
Bradenton Area Convention Center,
One Haben Blvd, Palmetto, Florida 34221.
941-722-3244

Drop off in person or use the convention center mailing address.
Regular business hours are Monday-Friday, 8am-5pm.

- ❖ **Cash** - drop off only at the business office address listed above only.

Be sure to turn in your signed license agreement "contract" with signature to the representative you have been working with or fax it to their attention at 941-729-1820. Your event is not confirmed until we have received your payment and both parties have signed the agreement.



Board of County Commissioners September 14, 2021 - Regular Meeting

SUBJECT

EXECUTION OF LICENSE AGREEMENT WITH THE JAZZ CLUB OF SARASOTA, INC. FOR THE "SUNSET JAZZ AT THE CROSLY" EVENT

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Elliott Falcione, Executive Director, Convention & Visitors Bureau, x3940

Monica Luff, Sr. Administrative Specialist, Convention & Visitors Bureau, x3944

Action Requested

Authorization for the Convention & Visitors Bureau Executive Director, or designee, to execute License Agreement #2021-0254 with The Jazz Club of Sarasota, Inc. for the "Sunset Jazz at the Crosley" event to be held on October 27, 2021 at the Powel Crosley Estate, which conforms with Resolution 97-88.

Enabling/Regulating Authority

Resolution R-97-88 Providing policies and procedures for the use of the Crosley Estate at minimal cost to the public

Background Discussion

In 1997, the County Commissioners adopted Resolution R-97-88 providing policies and procedures for the use of the Crosley Estate at minimal cost to the public. Within that Resolution, it states in part that the Crosley Estate will be made available once during any calendar quarter to the sponsor of a Public Cultural Use at a reduced charge to hold an event that will be of benefit to the community and open to the public at no or minimal cost to the public.

This particular event conforms with the policies and procedures in R-97-88; and we have not received any other requests such as this during this quarter.

The Jazz Club of Sarasota, Inc. requests waiver of fees to rent the Crosley Estate on October 27, 2021, from 3pm - 9:30pm in order to hold Sunset Jazz at the Crosley. The event will be open to the public free-of-charge. Attendance is expected to be 300 guests. This practice helped us receive historic preservation grants from the State of Florida, showcasing the estate to more than private events.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Approved agenda memo to Monica.Luff@mymanatee.org

Distributed 9/16/21, RT

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A