



**METROPOLITAN PARK**  
 1410 Gator Bowl Blvd  
 Jacksonville, Florida 32202  
 904.630.3690 fax 904.630.4744  
**Mailing Address:** 117 W. Duval Street  
 Office Of Special Events - Suite 280  
 Jacksonville, FL 32202

**METROPOLITAN PARK LICENSE AGREEMENT**

<b>License Preparation Date:</b> _____	<b>Event Date:</b> _____
<b>Organization:</b> _____	<b>Contact Name:</b> _____
<b>Address:</b> _____	<b>Phone:</b> _____
<b>City/State/Zip Code:</b> _____	<b>E-Mail:</b> _____
<b>Type of Event:</b> _____	<b>Expected Attendance:</b> _____
<b>Load-In Date/Time:</b> _____	<b>Load-Out Date/Time:</b> _____

**WITNESSETH:**

**WHEREAS**, the City of Jacksonville (the “City”) is the owner of certain property known as Metropolitan Park, located in Jacksonville, Duval County, Florida, (the “Park”); and

**WHEREAS**, the City has the authority to issue and/or execute, and \_\_\_\_\_ (the “Applicant”) desires the issuance and/or execution of, a permit/agreement for the utilization of the Park, which Park Applicant has inspected and hereby acknowledges to be sufficient for its intended purpose and/or use contemplated hereunder; and

**WHEREAS**, Applicant warrants to the City that it is qualified and authorized to do business in the State of Florida and City of Jacksonville, Florida, and has obtained and maintains the proper certification, licensure, insurance, permits and all other requirements pursuant to federal, state and local laws, statutes, ordinances, rules and regulations necessary to conduct any and all activities contemplated herein, and to satisfactorily perform its obligations as herein required;

**NOW, THEREFORE**, for and in consideration of the Park and other valuable consideration, the legal sufficiency of which is hereby acknowledged by both parties, and of the mutual covenants herein contained, the parties, as indicated by their authorized representatives’ signatures below, hereby agree to the terms and conditions set forth herein (each of the above-stated “WHEREAS” clauses or recitals is true and correct, and, by this reference, is incorporated herein and made a part hereof):

**A. PARK, PREMISES & EVENT SCHEDULE:**

1. The above recitations are true, accurate and correct and are hereby incorporated herein by this reference.
2. The areas and facilities of the Park which Applicant is entitled to License and/or use hereunder are more particularly described as (check appropriate boxes)  entire park  marina  Fire museum

entrance  Pavilion/main stage seating field  back side of pavilion stage/field  Children's area Other (the "Premises"), which Premises Applicant acknowledges to be sufficient for its intended purpose and/or use contemplated hereunder.

Applicant's Primary and Secondary Sound Compliance Designee, as defined in Paragraph B.3(c) below is:

\_\_\_\_\_  
\_\_\_\_\_  
(Name of Primary Sound Compliance Designee)  
(Contact Information)

Method of Communication for Sound Compliance Notification:  Cell Phone Number,  pager,  text,  email,  other \_\_\_\_\_ (describe)

\_\_\_\_\_  
\_\_\_\_\_  
(Name of Secondary Sound Compliance Designee)  
(Contact Information)

Method of Communication for Sound Compliance Notification:  Cell Phone Number,  pager,  text,  email,  other \_\_\_\_\_ (describe)

3. Applicant may use and have access to the Premises for a period, commencing at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, and ending at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_ ("Event Duration"), which Event Duration shall include Event set-up, removal and clean-up. Where a performance, function or event requires usage after the stipulated termination time, Applicant is required to pay an additional charge equal to **twenty percent (20%)** of the rental amount due hereunder for each hour of usage after such stipulated termination time. **Applicant agrees that all music or other performances must stop by 11 p.m. for events held on a Friday, Saturday, or Sunday, if followed by a Monday holiday, or 10 p.m. on a non-holiday preceding Sunday. Applicant agrees that alcohol sales must stop 30 minutes prior to close of Event.**

## B. AUTHORIZED USE, TERMS & CONDITIONS:

1. The Premises are to be used by Applicant for \_\_\_\_\_ (the "Event"), and for no other purpose whatsoever, unless prior written approval is requested in writing by Applicant and given by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Applicant acknowledges that, except as is explicitly stated herein, the City makes no guarantees to Applicant, express or implied, as to the rights, uses and privileges granted hereunder or as to any pecuniary gain that Applicant may have intended to result therefrom. Applicant also acknowledges that its rights and privileges to conduct the Event contemplated hereunder shall in no way be construed as affording Applicant any exclusive right, privilege and preference as to the Event or any desired annual scheduling of the same.
2. Applicant agrees to pay to the City as rent, costs, expenses and taxes for the use of the Premises the following sums:
- (a) Rental fee will be \$ \_\_\_\_\_, plus tax (if applicable). The amount of **fifty percent (50%)** of the entire rental fee, \$ \_\_\_\_\_, is due 10 business days from receipt of this Agreement, or 20 business days prior to Event date, whichever occurs first. In order to reserve the specific date indicated above, Applicant must execute and return to the City

three (3) originals of this Agreement, together with the rental fee, and a Damage Deposit of \$ \_\_\_\_\_, no later than 10 business days from receipt of this Agreement, or 20 business days prior to Event, whichever occurs first. The Damage Deposit shall be applied against the fees, costs, expenses, charges and/or delinquent payments described herein, and against any costs of repair or replacement of damages to the Park that directly or indirectly result from the Event, whether caused by Applicant or Applicant's employees, invitees, licensees, contractors, assignees, contestants, exhibitors or performers, or others on the Premises at Applicant's direction or invitation. The Damage Deposit, to the extent unused, shall be returned to Applicant upon final settlement of this Agreement. The City's use of the Damage Deposit or any other sum described herein shall in no way constitute a waiver of any other right the City may have at law or equity. The balance of the rent, \$ \_\_\_\_\_, plus expenses, is due at close of Event.

Exception: \_\_\_\_\_  
\_\_\_\_\_

- (b) Event Staffing (General) - The minimum guaranteed rental amount does not include costs and expenses for equipment, applicable taxes, stage hands, sound/light technicians, electricians, park maintenance, ticket sellers, ticket takers, ushers, set-up or clean-up of equipment, police or fire and rescue personnel, sound monitoring costs, T-shirt security, or similar materials, services or personnel. The number and identity of such service persons and equipment to be used in these capacities shall be pre-determined by mutual written agreement of the parties. A schedule of prices for some of the services and additional equipment is attached hereto and incorporated herein as **Exhibit 1**.

Exception: \_\_\_\_\_  
\_\_\_\_\_

- (c) Event Staffing (Police, Fire, Sound Monitoring, and T-shirt Security) - The staffing levels necessary for police shall be determined by the Sheriff or his designee. The fire and rescue staffing levels required shall be determined by the Director/Fire Chief or his designee. The staffing levels for sound monitoring shall be determined by the City's Environmental Quality Division Noise Pollution Section. The T-shirt security staffing levels shall be determined by the Park Manager or Special Events Coordinator and Jacksonville Sheriffs' Office. The parties agree that the decisions of the Sheriff, Director/Fire Chief, Park Manager and Special Events Coordinator or their respective designees shall be final and binding.

- (d) APPLICANT SHALL BE FINANCIALLY RESPONSIBLE FOR ALL CHARGES FOR ALL MATERIALS, PERSONNEL, SERVICES AND EQUIPMENT THAT THE CITY FURNISHES FOR THE EVENT. APPLICANT SHALL ALSO BE FINANCIALLY RESPONSIBLE FOR ALL CHARGES FOR ALL MATERIALS, PERSONNEL, SERVICES AND EQUIPMENT THAT ARE PROVIDED BY NON-CITY AGENCIES ASSOCIATED WITH THIS EVENT (I.E., STAGEHANDS, SOUND/LIGHT COMPANIES, USHERS). FOR POLICE, FIRE AND RESCUE, AND SOUND MONITORING STAFFING BY ENVIRONMENTAL QUALITY DIVISION EMPLOYEES SO FURNISHED, APPLICANT SHALL PRE-PAY SAID CHARGES IN CASH, CASHIERS CHECK OR BY CERTIFIED CHECK NO LATER THAN 72 HOURS BEFORE THE EVENT, AND APPLICANT'S FAILURE OR OTHERWISE REFUSAL TO DO SO SHALL RESULT IN THE IMMEDIATE TERMINATION OF THIS AGREEMENT, THE CANCELLATION OF ANY EVENTS CONTEMPLATED HEREUNDER AND THE FORFEITURE OF ANY AND

ALL SUMS THAT APPLICANT HAS PAID TO THE CITY. IF APPLICANT'S FORFEITED SUMS ARE NOT SUFFICIENT TO REMEDY ALL COSTS, EXPENSES AND/OR FEES INCURRED BY THE CITY AS A RESULT OF SAID TERMINATION AND/OR CANCELLATION, APPLICANT SHALL REIMBURSE THE CITY FOR THE SAME. WITHIN 30 DAYS AFTER THE DATE OF THE CITY'S NOTICE OR INVOICE, APPLICANT SHALL BE RESPONSIBLE FOR AND SHALL PAY ANY AND ALL EXPENSES, COSTS, FEES, CHARGES AND/OR DAMAGES THAT THE CITY INCURS AS A DIRECT OR INDIRECT RESULT OF THE EVENT.

(e) Concessions:

(i) If the Event is an admissions event utilizing the entire Metropolitan Park (i.e., a Ticketed Event), N/A% of all concessions receipts shall be paid to the City, the payment of which must be made by the Applicant immediately upon the close or termination of the Event. Inventory must be counted in and out with a Metropolitan Park Representative. The other option is \$0.75 per head based on actual attendance numbers obtained from the turnstile count at the end of the Event. An estimated fee of \$N/A (estimated attendance of N/A taken from the Applicant's application X \$0.75) will be paid in advance. If, once the actual numbers have been obtained, a refund is due, it will be sent to the Applicant. Conversely, if attendance proves to be higher than the estimate, this balance is due at close of Event. This fee shall be paid to the City, the payment of which must be made by the Applicant **10 business days from receipt of this Agreement, or 20 business days prior to Event, whichever occurs first**. Applicant shall arrange and pay for the printing of tickets, the form and contents of which in any event shall be subject to approval by City. All tickets shall be numbered consecutively. The City shall be entitled to N/A complimentary tickets for promotional purposes. Under no circumstances shall any tickets be advertised or sold prior to the full execution of this Agreement and prior to the Applicant's performance of the requirements indicated in Paragraphs (A)(1), (B)(2), (8) and (13), herein. The City will have access to all box office counts and reserves the right to cap ticket sales should ticket sales exceed Park capacity.

(ii) If the Event is a non-admission event (i.e., a Non-Ticketed Event) and is either Privately or City co-sponsored or Applicant is a non profit, tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and which also is not a foundation under Section 509(a) of the Code, N/A % of the gross concession receipts shall be paid to the City, the payment of which must be made by Applicant immediately upon the close or termination of the Event. Inventory must be counted in and out with a Metropolitan Park Representative. The other option is \$0.50 per head based on actual attendance numbers obtained from the turnstile count at the end of the Event. An estimated fee of \$            (estimated attendance of            taken from the Applicant's application X \$0.50) will be paid in advance. If, once the actual numbers have been obtained, a refund is due, it will be sent to the Applicant. Conversely, if attendance proves to be higher than the estimate, this balance is due at close of Event. If the option of a concession buyout fee of N/A is chosen, this fee shall be paid to the City, the payment of which must be made by the Applicant **10 business days from receipt of this Agreement, or 20 business days prior to Event, whichever occurs first**.

(f) Applicant's failure to timely make any of the payments required hereunder shall constitute a material breach and shall result in the immediate termination of this Agreement. All fees, costs

and expenses, including, without limitation, attorney's fees, incurred by the City in the collection of any payment due hereunder shall be reimbursed by Applicant.

3. This paragraph applies to all applicants of Ticketed Events (an event in which general admission is charged and use of the entire Metropolitan Park property is restricted for the Event) and those applicants of Non-Ticketed Events (event with no general admission and open to the public or an event that has an admission fee but is restricted to a portion of the Metropolitan Park property) who have elected to utilize the sound waiver for production of musical events in which the noise decibel level, pursuant to Chapter 368, Ordinance Code, or Environmental Protection Board Rule 4, is exceeded. Applicant (including all artists, performers, entertainers, sound technicians, employees, and subcontractors of Applicant, and any others participating in production of the Event) shall comply and ensure compliance with the following provisions during the Event:

- (a) The hours of event production and sound checks utilizing amplified sound in the Park ("Permitted Hours") is restricted to:
  - 1. Friday – 12 p.m. to 11 p.m.
  - 2. Saturday - 11 a.m. to 11 p.m.  
Sunday – 12 p.m. to 10 p.m. (unless prior to a Monday which is a holiday in which case the permitted hours are from 11 a.m. to 11 p.m.)
  - 3. Weekday events, other than Holiday events, are 12 p.m. to 10 p.m.  
Sound checks shall begin not earlier than the later of 9 a.m. on the day of the scheduled Event or four (4) hours prior to the scheduled beginning time on each day of an Event.
  - 4. If weather conditions delay or disrupt the Event, the Permitted Hours may be extended up to 30 minutes beyond the end times stated above upon approval by the Park Manager or Special Events Coordinator.

(b) The maximum allowable sound level, as measured no more than 100 feet perpendicular from the stage at the sound board, shall not exceed the following Broadband levels limits during the applicable time frames:

Time:	Permitted Event Hours
Broadband, dB (A)	105
Time:	All Non-Permitted Hours

Normal provisions of Chapter 368, Ordinance Code and EPB Rule 4 apply.

Method of Noise Measurement: During a Permitted Event, Environmental Quality Division staff ("EQD") shall measure noise for a continuous five (5) minute period using the time average sound level, also known as the "equivalent continuous sound level" measurement technique ("Leq 5min"). If the Leq 5min exceeds 105dB(A) during a Leq 5min (a "violation"), a violation shall be registered and EQD shall contact the Primary Sound Compliance Designee and/or the Second Sound Compliance Designee of such violation, in the process described in subsection (c) below, which shall be deemed a notification to Applicant of a sound violation. The Applicant shall have ten (10) minutes following such notification to reduce the noise level to 105dB(A) or less before EQD will begin the next measurement period, at which time the



procedure for Leq 5min measurement shall start over again and the issuance of fines shall occur for additional violations.

If Applicant complies with the sound level restrictions above during the Permitted Event Hours, Applicant shall not be liable for any offsite decibel level noise exceedance pursuant to Chapter 368, *Ordinance Code*, or Environmental Protection Board Rule 4, during the Permitted Event Hours.

- (c) Notification: The purpose of the notification provisions herein is to provide Applicant with a mechanism to correct sound levels after a violation occurs but prior to a subsequent violation being registered by EQD. The reduction in sound levels will not correct an existing violation or prevent a fine from issuance. With this in mind, the Applicant shall designate two individuals as authorized representatives (one primary and one secondary) who shall be notified by the EQD monitoring staff when a violation is recorded. One authorized representative will be the “Primary Sound Compliance Designee” and the other will be the “Secondary Sound Compliance Designee.” When a violation is recorded, EQD monitoring staff shall notify the Primary Sound Compliance Designee of the recorded violation. Notification shall occur by the manner designated by Applicant (i.e., by cell phone, pager, text, email, etc.) and indicated in paragraph A.2 of this Agreement. If the Primary Sound Compliance Designee does not immediately respond (i.e., does not answer the call), the Secondary Sound Compliance Designee shall be notified. If neither the Primary nor Secondary Sound Compliance Designee respond to the notification, EQD monitoring staff need not make additional attempts to notify the Applicant for that particular recorded violation. The first notification of recorded violation (either to the Primary Sound Compliance Designee or the Secondary Sound Compliance Designee, as applicable) will represent the first and only Warning to the Applicant.

All further notifications of a recorded violation of the sound level standards shall result in fines being imposed against the Applicant as described in subsection (d) below. The Applicant shall have ten (10) minutes from the time of notification of a violation to reduce the sound levels prior to EQD recording a subsequent violation. If neither the Primary nor Secondary Sound Compliance Designees respond to the notification within a particular ten (10) minute time period, EQD shall begin their Leq 5min measurement period again pursuant to the procedure outlined in subsection (b) above, which shall result in an additional fine if a subsequent violation is measured.

- (d) Fine Structure: The first violation, as established under (b) above, shall result in a warning. Subsequent violations shall be issued according to the following graduated fine structure:
- i. Greater than 105dB(A) but less than 108 dB(A): \$250 per occurrence;
  - ii. Greater than 108dB(A) but less than 110 dB(A): \$500 per occurrence;
  - iii. Greater than 110dB(A) but less than 112 dB(A): \$1000 per occurrence;
  - iv. Greater than 112dB(A) but less than 115dB(A): \$1500 per occurrence;
  - v. Greater than 115 dB(A): \$2000 per occurrence.

- (e) Applicant shall be responsible for the sound monitoring costs associated with the Environmental Quality Division staffing and monitoring of the Event, which costs shall not exceed \$1000 per day.
- (f) The Event shall occur no longer than 16 hours a day, including time for sound check.
- (g) No more than three (3) additional or temporary stages will be permitted for the Event. The additional temporary stages shall be set to face away from the St. Johns River. The location and arrangement of the stages and sound systems shall be in accordance with the Stage Configuration Map attached hereto as Exhibit 2. Sound attenuation blankets or sound walls shall be erected at the rear of any temporary stages. Such temporary stage installations shall be installed in such a manner so as to minimize the noise impact on surrounding residential properties.”
4. Applicant shall not assign this Agreement or any rights hereunder or sublet the Premises without the express prior written consent of the Division Chief of Special Events (the “Chief”) or his/her designee.
5. In the event that the Premises are not vacated and cleaned up by Applicant at the end of the Event Duration, then the City is hereby authorized to remove from the Premises, at the expense of Applicant, all goods, wares, merchandise and property of any and all kinds and descriptions placed or permitted therein by Applicant and which may be then occupying the same, and City shall not be liable for any damage or loss to such goods, wares, merchandise or other property which may be sustained either by reason of such removal or of the place to which it may be removed. Applicant hereby expressly releases City from any and all such claims for damages of whatsoever kind or nature and agrees to defend, indemnify and hold City harmless at Applicant’s expense as to any claims for damages by third parties having interests in such goods, wares, merchandise and property, including costs and attorney’s fees.
6. Applicant shall: (i) use and occupy the Premises in a safe and careful manner; (ii) comply with all federal, state and local laws, statutes, rules, regulations and ordinances; (iii) use the Premises solely for the purposes provided above; (iv) not permit the Premises, or any part thereof, to be used for any unlawful purpose or in any manner that may result in or cause harm and/or damage to persons or property; (v) not post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front of, or on any part of the Premises or its facilities, except with the prior written consent of City, which consent shall not be unreasonably withheld, conditioned, or delayed; and (vi) deliver up to the City the Premises in as good a condition and repair as the same shall be found at the beginning of the Event Duration. Additionally, Applicant:
- (a) assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event. Applicant shall defend, indemnify and hold City harmless at Applicant’s expense from all suits, actions, proceedings, damages, costs and expenses in law or equity, including attorney’s fees, for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Applicant or its employees, invitees, licensees, contractors, assignees, performers, contestants and exhibitors, in connection herewith.
- (b) shall not alter landscaping, fencing or any permanent structure on the Premises.

- (c) shall not obstruct ingress and egress to and from the Premises.
- (d) acknowledges that the City shall have the sole right to collect and have the custody of articles left at the Premises by persons attending any Event given or held on the Premises, and Applicant or any person in Applicant's employ shall not collect or interfere with the collection or custody of such articles.
- (e) acknowledges that the City reserves the right through its Director/Fire Chief, Park Manager, Special Events Coordinator, Sheriff or its other legal representatives, including, without limitation, its police and fire and rescue, to eject any persons reasonably deemed violent or otherwise dangerous to health, safety and welfare. In addition, the City may immediately terminate the Event if the National Weather Service issues a severe weather warning, or imminent severe weather conditions develop in the area indicating a risk to public safety. Applicant hereby waives any rights and all claims for damages against the City that may result from the exercise of the rights reserved herein.
- (f) represents and warrants to the City that Applicant's employees, invitees, licensees, contractors, assignees, contestants, exhibitors and performers by their speech, song, music, conduct or manner will not violate or incite others to violate any statute, law, ordinance, rule, regulation or order of any federal, state, municipal or other governmental authority.
7. The City and its officers, agents and employees engaged in the operation and maintenance of the Premises reserve the right to enter upon and to have free access to the Premises at any and all times, which reservation is hereby acknowledged and agreed to by Applicant.
8. Applicant releases and forfeits any right of action against the City or its members, officials, employees and agents from any liabilities, claims for damages, losses, and costs which arise out of or in connection with the Event and to the fullest extent permitted by law, indemnifies, defends and saves the City and City's members, officials, officers, employees and agents harmless (1) against all liability, claims for damages, and suits for or by reason of any injury to any person, including death, and damage to any property for every cause in any way connected with the Event irrespective of negligence, actual or claimed, upon the part of the City, its agents and employees, except where caused by the willful and wanton acts of City officials, officers, employees and agents, and (2) from all expenses incurred by the City for police protection, fire protection and emergency medical services, restoration and clean up, sanitation and maintenance costs and expenses that are required to preserve public order and protect public health, welfare and safety at the Event. The Applicant shall also agree to indemnify the City and City's members, officials, officers, employees and agents against all charges, expenses and costs, including the reasonable value of the services of the Office of General Counsel, incurred on account of or by reason of any such injuries, damages, liability, claims, suits or losses and all damages growing out of the same.
9. Within ten business days of executing this Agreement, the Applicant shall, without limiting Applicant's liability:
- (a) Procure and maintain at Applicant's sole expense, insurance of the types, coverages and amounts not less than stated below:



Schedule	Limits
Commercial General Liability – No more restrictive than ISO Form CG0001 (including property damage, personal injury, products / comp. ops. agg., premises, operations, and blanket contractual liability)	\$1,000,000 Each Occurrence \$1,000,000 Products & Completed Ops Aggregate \$1,000,000 Personal Injury and Advertising \$2,000,000 General Aggregate
(The City of Jacksonville and City’s members, officials, officers, employees and agents, shall be named as additional insureds under all of the above Commercial General Liability coverage).	

In the event the use of motor vehicles is an integral part of the Event (unless a separate ordinance is specifically applicable to the automobiles):

Automobile Liability (all automobiles-owned, hired or non-owned)	\$500,000 Combined Single Limit
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In the event the Applicant hires employees for the Event or is otherwise required to carry workers’ compensation insurance, the Applicant will provide evidence of workers' compensation insurance or exemption as required by Florida Workers Compensation Law as defined in Chapter 440, Florida Statutes. Applicant will assume responsibility for Applicant’s discretion in confirming that all of the Applicant’s contractors or subcontractors engaged in work for the Event have the appropriate workers’ compensation coverage. Such evidence will include evidence of workers’ compensation benefits and employer's liability insurance for the following minimum limits of coverage:

Workers Compensation Including coverage for any appropriate Federal Acts (e.g. Longshore and Harbor Workers Compensation Act, 33 USC §§ 901-952, and the Jones Act, 46 USC §§ 688 et seq.) where activities include liability exposures for events or occurrences covered by Federal statutes.	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease

In the event alcoholic beverages will be served, sold, consumed or otherwise allowed at the Event:

Liquor Liability	\$1,000,000 Combined Single Limit
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In the event that any services or activities of a professional nature are provided, and Risk Management determines the coverage is necessary, pursuant to (k) below:

Professional Liability (Errors and Omissions)	\$1,000,000 Each Occurrence/Claim
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In the event the use of watercraft is an integral part of the Event:

Watercraft Liability (all watercraft-owned, hired or non-owned)	\$1,000,000 Combined Single Limit
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In the event that children will be supervised in connection with the event and Risk Management determines the coverage is necessary, pursuant to (k) below:

Sexual Molestation Liability	\$1,000,000 Each Occurrence/Claim
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- (b) Participants – The Applicant shall assume all responsibility for Applicant’s discretion in obtaining, if any, insurance from the Event’s contributing participants and subcontractors (such as caterers, vendors, production companies, entertainers, sponsors) in the types and amounts necessary to adequately protect the City and the City’s members, officials, officers, employees and agents.
- (c) Primary and Non-Contributory – The Applicant’s insurance will apply on a primary basis and will not require contribution from any insurance or self-insurance maintained by the City.
- (d) Deductibles – The deductibles of the insurance policies applicable to the Event shall be deemed customary and the responsibility of the Applicant and any named insureds.
- (e) Additional Insured – The Applicant’s insurance, except workers’ compensation and any additional coverages where it is unavailable, will name the City of Jacksonville and City’s members, official, officers, employees and agents, as additional insureds under all insurance coverages required for the Event.
- (f) Reporting Provision – The Applicant’s insurance shall be provided on an occurrence form. In the event that coverage is only available on a claims made form, the Applicant shall agree to maintain an extended reporting coverage for a minimum of two years past the expiration of the annual policy term.
- (g) Duration – Notwithstanding anything to the contrary, the Applicant’s liabilities intended to be covered by the insurance coverage(s) required under this section shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of particular policies for insurance coverages.
- (h) Sovereign Entities – State and federal agencies eligible for sovereign immunity may submit a statement of self-insurance for liability as allowed by the applicable state or federal statute. Such statement will be acceptable in place of insurance requirements defined herein.

- (i) Financial Responsibility – Applicant shall obtain insurance by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Applicant must maintain continuation of the required insurance throughout the Event, which includes load-in, setup, tear down, and load-out.
- (j) Evidence of Financial Responsibility – Applicant must provide a certificate of insurance to the City’s Division of Risk Management, demonstrating the maintenance of the required insurance including the additional insured endorsement, no later than 10 days after this Agreement is executed. Upon written request, the Applicant shall make its insurance policies and endorsements available to the City’s Division of Risk Management. The City’s Division of Risk Management shall approve the Applicant’s insurance if it complies with this Agreement’s requirements, including, if any, additional insurance coverages deemed necessary by the Division of Risk Management. No material alteration or cancellation, including expiration and non-renewal of Applicant’s insurance, shall be effective until 30 days after receipt of written notice by the City from the Applicant or the Applicant’s insurance company.
- (k) Discretionary Authority – Depending upon the nature of any aspect of any event and its accompanying exposures and liabilities, the City may, at its sole option, require additional insurance coverages not listed above, in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
10. If default occurs on the part of the Applicant in fulfillment of any of the terms, covenants or conditions of this Agreement, the City may terminate this Agreement. In such case, the rent, taxes, fees, deposits and any other charges hereunder, whether accruing before or after such termination, shall be considered part of and inclusive of the City’s damages resulting from Applicant’s default. Applicant’s default hereunder shall be considered a default of any and all agreements by and between Applicant and the City, and any amounts due Applicant under its other agreements with the City may be used by the City to remedy Applicant’s defaults hereunder. Any remedy granted in this Agreement to City shall be in addition to all other remedies available to City in law or equity, and not exclusive of such remedies.
11. In the event that the Applicant cancels the Event, the City must receive written notice within 30 business days. All fees will be refunded in due course by City check. Should Applicant fail to cancel within the allotted time, Applicant forfeits its right to a refund.
12. In the event that the Premises or any part thereof, or adjacent premises required for access thereto, should be so damaged or destroyed by fire or other cause, without the fault of Applicant, as to prevent the use of the Premises for the Event, then this Agreement shall terminate. In such event, the City shall be paid for all items of expense incurred by it under this Agreement and any rental accrued prior to such destruction or damages, but Applicant shall be relieved of paying rent accruing thereafter. For purposes of this paragraph, causes or events not within Applicant’s control shall include, without limitation, acts of God, floods, earthquakes, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within Applicant’s control, and thus not falling within this Section 11, shall include, without limitation, Applicant’s financial inability to perform or comply with the terms and conditions hereof, economic hardship, a featured act’s failure

or refusal to perform or appear, and misfeasance, malfeasance or nonfeasance by any of Applicant's directors, officers, employees, contractors, or agents.

13. Applicant acknowledges Metropolitan Park's rules and regulations and agrees to same.
14. Applicant assumes all risks of damages to and loss by theft or otherwise of the furniture, appliances or other property of Applicant or Applicant's employees, invitees, licensees, contractors, assignees, performers, exhibitors, contestants and those otherwise contracting with Applicant, and Applicant hereby expressly releases and discharges City from any and all liability for any such loss and agrees to defend, indemnify and hold City harmless from all claims and actions for damages as to such losses, including attorney's fees.
15. City retains all television, film, recording and licensing rights as to any Event that takes place in the Premises.
16. Unless excused by impracticability or impossibility of performance or other lawful contractual defense, any attraction, act, or person contracted to appear during the Event as an entertainer shall appear at the published time or within one hour thereafter. Applicant shall not advertise or permit any advertising that a particular performer will appear for the Event until after a contract for the performer's appearance has been executed and a copy thereof has been provided to the City; otherwise, the City may terminate this Agreement and cancel the Event.
17. No exception or waiver of the sound provisions outlined in paragraph 3 shall be granted by the Chief of Special Events, Park Manager or Special Events Coordinator without prior authorization by ordinance adopted by City Council. No exception or waiver of any provision of this Agreement shall be effective unless in writing signed by the Chief of Special Events, Park Manager or Special Events Coordinator. No such waiver shall be held to waive the same provision on a subsequent occasion or be construed to constitute a waiver of any other provision of this Agreement. This Agreement contains the entire agreement between the parties, unless modified or amended by a subsequent written agreement executed by the parties. This Agreement shall be governed by the laws of the State of Florida, and venue for the resolution of disputes hereunder shall be in a court of law in Duval County, Florida.

**IN WITNESS WHEREOF**, the parties, by and through their authorized representatives' signatures below, do hereby execute this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**APPLICANT:**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

**CITY OF JACKSONVILLE:**

By \_\_\_\_\_  
Signature

Dave Herrell  
Type/Print Name

Sports and Entertainment Officer  
Title



# METROPOLITAN PARK

1410 Gator Bowl Boulevard  
Jacksonville, Florida 32202  
(904) 630-3690 Phone

## Exhibit 1 (to Metropolitan Park Lease Agreement)

This worksheet is for the purpose of coordination and preparation of patrons/producers events and represents Lessee's estimated requirements for the proposed event and the charges and regulations applicable. If accepted by the City by authorized signature on this worksheet, it shall become Exhibit 1 to the Lease agreement and part of the contract upon execution of the Lease Agreement by the parties. It serves only as an estimate of costs for review.

**RESERVATION DATE:** \_\_\_\_\_ **RAIN DATE:** N/A \_\_\_\_\_

1. Name of Organization (Legal Name) \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 Contact Numbers: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Numbers: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

2. Date/Time of Event: Load-in Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Start Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 End Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Load-out Date: \_\_\_\_\_ Time: \_\_\_\_\_

3. Type event as described in Lease Agreement: \_\_\_\_\_

4. Expected attendance: \_\_\_\_\_  
 Basis for projected expected attendance: \_\_\_\_\_  
 \_\_\_\_\_

5. Is this a ticketed/fee event? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, state admission charge: Adults: \_\_\_\_\_ Children: \_\_\_\_\_

6. Facilities being utilized: \_\_\_\_\_

Initials \_\_\_\_\_



Pavilion ONLY \_\_\_\_\_ Entire Park \_\_\_\_\_  
 Park ONLY \_\_\_\_\_ Overlook \_\_\_\_\_  
 Docking Facilities \_\_\_\_\_

7. Facility/Equipment Cost:

Cost for Park Facilities per City Council's Rate Resolution (Entire Day):

_____	Load-in Day	@	_____	\$200.00	=	_____	\$0.00
_____	Event Day	@	_____	\$100.00	=	_____	\$0.00
_____	Load-out Day	@	_____	\$200.00	=	_____	\$0.00
				<b>Facility Total</b>	=	_____	\$0.00
				<b>6.8% Tax</b>	=	_____	\$0.00
				<b>Facility Grand Total</b>	=	_____	\$0.00
_____	Troughs	@	_____	\$6.00	=	_____	\$0.00
_____	Tables (each, daily)	@	_____	\$5.00	=	_____	\$0.00
_____	Chairs (each, daily)	@	_____	\$1.00	=	_____	\$0.00
_____	Trailers (each, daily)	@	_____	\$200.00	=	_____	\$0.00
_____	PA System	@	_____	\$100.00	=	_____	\$0.00
_____	50 Amp (daily)	@	_____	\$50.00	=	_____	\$0.00
_____	Electricity quad (each)	@	_____	\$25.00	=	_____	\$0.00
_____	Bike Racks (each)	@	_____	\$8.00	=	_____	\$0.00
				<b>Equipment Total</b>	=	_____	\$0.00
				<b>7% Tax</b>	=	_____	\$0.00
				<b>Equipment Grand Total</b>	=	_____	\$0.00

Note: Sales tax will be included on invoices, exception only for 501c(3) Tax Exempt Organizations with a valid Exemption Certificate.

8. Labor rates per hour for services provided by the City of Jacksonville:

All City of Jacksonville employees, per Labor Contract, must work a minimum of 4 hours.

The following positions are available dependent on Lessee's requirements

**Labor costs listed below are only an estimate.**

_____	Worker I	\$21.10	@	_____	Hours	=	_____	\$0.00
_____	Worker I	\$21.10	@	_____	Hours	=	_____	\$0.00
_____	Worker II	\$21.95	@	_____	Hours	=	_____	\$0.00
_____	Plumber	\$32.21	@	_____	Hours	=	_____	\$0.00
_____	Electrician	\$32.75	@	_____	Hours	=	_____	\$0.00
_____	Utility Worker	\$19.50	@	_____	Hours	=	_____	\$0.00
_____	Foreman	\$24.49	@	_____	Hours	=	_____	\$0.00
_____	Mechanic	\$29.42	@	_____	Hours	=	_____	\$0.00
_____	Park Supervisor	\$32.69	@	_____	Hours	=	_____	\$0.00
_____	Operations Supervisor	\$32.75	@	_____	Hours	=	_____	\$0.00
_____	Superintendant	\$41.92	@	_____	Hours	=	_____	\$0.00
_____	Event Coordinator	\$29.79	@	_____	Hours	=	_____	\$0.00
_____	Environmental Specialist	\$1,000.00	@	_____	Per Day	=	_____	\$0.00
_____	Dock Master	\$35.12	@	_____	Hours	=	_____	\$0.00
_____	Dock Assistant	\$29.79	@	_____	Hours	=	_____	\$0.00
					<b>Labor Total</b>	=	_____	\$0.00
					<b>7% Tax</b>	=	_____	\$0.00
					<b>Labor Grand Total</b>	=	_____	\$0.00

Overtime charges shall be at the prevailing rates on file with the Park Manager as of the date

Initials \_\_\_\_\_

of execution of the Lease Agreement. Due to scheduling conflicts, labor total will fluctuate.

9. Police Requirements:

Police Yes \_\_\_\_\_ No \_\_\_\_\_  
Marine Patrol Yes \_\_\_\_\_ No \_\_\_\_\_

All Police requirements are set by the Jacksonville Sheriff's Office. All JSO personnel, per Labor Contract, must work a minimum of 4 hours. The following positions and personnel shall work the event:

TBD by JSC Officer \_\_\_\_\_ Hours  
TBD by JSC Sergeant \_\_\_\_\_ Hours  
TBD by JSC Lieutenant \_\_\_\_\_ Hours  
TBD by JSC Marine Unit \_\_\_\_\_ Hours

**Note: You will receive an additional invoice directly from the Jacksonville Sheriff's Office \$5.00 per police officer per hour worked. This \$5.00 represents a Secondary Employment Job Fee.**

10. Medical Personnel Requirements:

Fire Rescue Yes \_\_\_\_\_ No \_\_\_\_\_

All Medical Rescue requirements are set by the Director/Fire Chief through the Rescue Division of the City of Jacksonville. All Fire and Rescue personnel, per Labor Contract, must work a minimum of 4 hours. The following positions and personnel shall work the event.

TBD BY JF Paramedic \_\_\_\_\_ Hours  
TBD BY JF Supervisor \_\_\_\_\_ Hours

11. Security Personnel Requirements:

T-Shirt security needed: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_ Event Manager \_\_\_\_\_ Hours  
\_\_\_\_\_ Supervisor \_\_\_\_\_ Hours  
\_\_\_\_\_ Guard \_\_\_\_\_ Hours  
\_\_\_\_\_ Overnight Guard \_\_\_\_\_ Hours

The need for T-Shirt security is determined by the Chief of Special Events, Park Manager or the Special Events Coordinator and Jacksonville Sheriff's Office. The above costs shall be invoiced from and paid to the security company providing the service. This security company must be a Class B licensed agency with the Florida State Department of Agriculture and Consumer Services, Division of Licensing; and all security officers must possess a current Class D license.

12. Other Services Needed (to be secured by the Organization/Sponsor):

Heavy Equipment- forklifts, generators, genie lifts Yes \_\_\_\_\_ No \_\_\_\_\_  
Sound/Lighting Company Yes \_\_\_\_\_ No \_\_\_\_\_  
Stage Hands Yes \_\_\_\_\_ No \_\_\_\_\_  
Ticket Sellers, Ticket Takers, Ushers Yes \_\_\_\_\_ No \_\_\_\_\_

13. Concessions Being Served or Sold:

\_\_\_\_\_ Initials \_\_\_\_\_

Soda/Non-Alcoholic Beverages \_\_\_\_\_  
Food \_\_\_\_\_  
Arts & Crafts \_\_\_\_\_

Alcoholic Beverages \_\_\_\_\_  
Non-Food Items \_\_\_\_\_  
Other \_\_\_\_\_

The City of Jacksonville will receive payment for concession privilege specified in the Lease Agreement. All concessions require proof of City and State Licensing and Permits as applicable. All set-ups and locations for vendors will be coordinated through the Chief of Special Events, Park Manager, or Special Events Coordinator.

14. Alcoholic Beverages:

Lessee shall coordinate with the Chief of Special Events, Park Manager, or Special Events Coordinator and arrange for own liquor license. It is required that appropriate liquor license, be provided to the Chief of Special Events, Park Manager or Special Events Coordinator within two weeks of signing the Lease Agreement.

15. Insurance Requirements:

Park patrons must show proof of type of insurance and limit amounts not less than stated in Section 9 of the Lease Agreement to the Chief of special Events, Park Manager or the Special Events Coordinator within 2 weeks of signing the agreement.

16. Sanitation Requirements: Yes \_\_\_\_\_ No \_\_\_\_\_

It is the Organization/Sponsor's responsibility to provide additional portable toilets if attendance is expected to exceed 4,000 individuals. The Park management has Health Department guidelines to assist in determining required amount of portable toilets.

Portable Units: \_\_\_\_\_ Handicap Units: \_\_\_\_\_

17. Fireworks:

Note: Proper permits and insurance are required naming the City of Jacksonville as the insured, along with written approval from the Chief of Special Events. The City Fire & Rescue Department (the Fire Marshall, (904) 630-0969) must be notified in order to obtain permits. All applicable requirements under State Law and the City's Ordinance Code must be met.

18. Parking:

A portion of the River Lot is available for your use at no charge. Additional parking needs for vendors or VIP's must be arranged with the Park Manager or the Special Events Coordinator.

19. Estimated Cost of Services:

Facility Rental \_\_\_\_\_ \$0.00

Equipment Rental \_\_\_\_\_ \$0.00

Initials \_\_\_\_\_

Park Staff/Labor \_\_\_\_\_ \$0.00

Public Safety Personnel \_\_\_\_\_ TBD

Concession Sales Fee \_\_\_\_\_ \$0.00

**TOTAL ESTIMATE** \_\_\_\_\_ **\$0.00**

TOTAL ESTIMATE does not include equipment that may be rented.

20. Deposit:

A deposit for the amount of the facility rental and a damage deposit will be required from the lessee at the time of the signing of the Lease Agreement. Any additional rent, plus expenses will be due upon the conclusion of the event, together with all other charges remaining unpaid, if any, as per the Lease Agreement. Acceptable forms of payment are limited to certified checks, cashier checks, and cash.

APPLICANT

METROPOLITAN PARK

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

I have read and agree to the rules and regulations of Metropolitan Park.

\_\_\_\_\_  
Initials\_\_\_\_\_



Primary Pavilion Stage

Second Stage Zone  
Stage to face away from river in directions shown by arrows

Permissible Stage zone for 3<sup>rd</sup>/4<sup>th</sup> stages- facing in direction shown by arrows

Exhibit 2 to Metropolitan Park License Agreement adopted pursuant to Ordinance 2013-676-E



## METROPOLITAN PARK EVENT RULES

- All items within the Metropolitan Park contract must be followed and adhered by.
- A parking agreement must be secured with SMG at least 10 days after signing Metropolitan Park contract. Contact Andre Gaines - Parking Manager at 904-630-3914 or AndreG@smgjax.com.
- Vehicles are not permitted to drive into or within the park at ANY TIME during events.
- Vehicles must leave the park one hour prior to the start of the event and no vehicles may enter after this time.
- Vendors are not permitted to leave or move vehicles early during events until the public has exited the park.
- Tent staking is not permitted; all tents must be weighted down.
- Tents over 800 sq. ft. or that are used for cooking and any built stages require a building permit application at least 45 days prior to the event.
- All cables and hoses must be covered with cable ramps to avoid trip hazards. Taping down of cables is not acceptable.
- Sidewalks may not be blocked at any time unless approved by Event Manager and Fire Marshall.
- Sharp objects/trip hazards such as trailer hitches, speaker stand legs, boat propellers, light towers, etc. must be securely covered, cordoned off or removed.
- T-shirt/hired security required for ticketed events and company must carry a class D license and must be in place and present prior to opening of the event.
- A City of Jacksonville staff member must be present any time Client is onsite.
- Food vendors must cover the ground with tarp or plastic materials to avoid food or grease spills.
- All alcohol sales must end no later than 30 minutes prior to the event ending.
- Any items left after the contracted period will be considered abandoned and disposed of. Client is responsible for dumping fees and staff time.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_