

RESOLUTION NO. 2007- 401

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, REQUIREMENTS AND OBLIGATIONS OF CONTRACT AND EXHIBIT TEMPLATES FOR THE USE OF THE ST. AUGUSTINE AMPHITHEATRE AND AUTHORIZES THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE AGREEMENTS ON BEHALF OF THE COUNTY

WHEREAS, the St. Johns County Department of Recreation and Parks has undertaken management of the St. Augustine/St. Johns County Amphitheatre (Amphitheatre) for the benefit of the citizens of and visitors to St. Johns County through development and production of community events, festivals, concerts, cultural, entertainment and educational programs; and

WHEREAS, the County shall promote and market the Amphitheatre as a rental facility for use by community organizations, not-for-profit arts and cultural organizations and concert promoters, through contractual agreements; and

WHEREAS, the County shall co-promote concerts, events and festivals with promoters, through contractual agreements; and

WHEREAS, the County shall produce events, concerts and festivals through its Production, Marketing and Promotions and Sales Departments through contractual agreements with Artists and their Agents; and

WHEREAS, the County shall recruit, train and use volunteer staff; and

WHEREAS, the County has determined that such management arrangements and contractual agreements will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. Attached Exhibits: St. Augustine/St. Johns County Amphitheatre Policies, St. Augustine/St. Johns County Amphitheatre Specifications, St. Augustine/St. Johns County Amphitheatre Fee Schedule, St. Augustine/St. Johns County Amphitheatre Use Agreement, Non-Profit User Guide, St. Augustine/St. Johns County Amphitheatre For Profit Promoter Guide, St. Augustine/St. Johns County Amphitheatre Co-Promoter Use Guide, St. Augustine/St. Johns County Amphitheatre Artist Contract, and St. Augustine/St. Johns County Amphitheatre Volunteer Policy.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of December, 2007.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

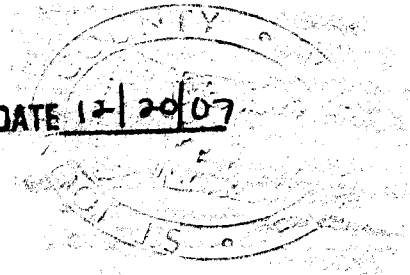
Attest:

Pam Halterman
Deputy Clerk

By

Tom Manuel
Tom Manuel, Chair

RENDITION DATE 12/20/07



**St. Augustine/St. Johns County Amphitheatre
Artist Contract
2007**



1340 A1A South, #C
St. Augustine, FL 32080
Office: (904) 471-1965

AGREEMENT BETWEEN ST. JOHNS COUNTY, FL AND NAMED ARTIST

The Agreement is made on this _____ day of _____ 20__ between _____ ("Artist"), contracting through _____ ("Agent") and St. Johns County, Florida ("County" and/or "Presenter") whose address is _____

In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed as follows:

Section 1. Independent Contractor Status of Artist; Date and Time of Performance/Event. The Artist, as an independent contractor, agrees to perform at the St. Augustine/St. Johns County Amphitheatre (Amphitheater) on:

Date	Time
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Is mutually agreed that the performance(s) will start promptly at the time(s) indicated.

Section 2. Artist's Compensation. As full compensation for the performance(s)/event noted elsewhere in this Agreement, the County agrees to pay the Artist an amount totaling \$_____ (xxxxxxx dollars). It is explicitly noted that if mutually agreed upon, the Artist may receive one or more payments from the County, prior to the performance(s)/event. However, in no instance shall the amount of advance payments forwarded to the Artist or Agent exceed 50% (fifty percent) of the total compensation. Moreover, in no instance shall the County pay any amount that exceeds 110% (one hundred ten percent) of the total amount of compensation noted in this Section, unless approved by a Resolution of the Board of County Commissioners of St. Johns County, Florida.

Payment by the County to the Artist, or Agent (if approved by the Artist) shall be in the form of a check, or a wireline transfer. Unless otherwise approved in writing by the County, payment shall be made in United States currency. Payment by the County to the Artist will occur only after the Artist, or Agent (if approved by the Artist) returns a properly completed Internal Revenue Service (IRS) Form W-9 for the Artist, to the County.

Any payment made by the County to the Artist after the performance(s)/event may be subject to any off-sets, charges, or deductions authorized by this Agreement. Such off-sets, charges, or deductions may include, but are not limited to the following: 1) damages caused by, or created by Artist, or any personnel under the control of Artist; 2) charges for meals or expenses not noted in this Agreement; 3) charges/fees associated with

Security, Police, Fire, and/or Emergency Medical Technician Personnel in excess of personnel agreed upon or normally employed by the County; 3) charges/fees associated with performance/event aspects not contemplated by the County or Artist at the time of the Agreement; 4) any matter related or associated with ticketing or tickets.

Should the County and the Artist or Agent (if approved by the Artist) reach an impasse, and fail to reconcile any aspect of compensation (including any off-sets, charges, or deductions), then the County and Artist or Agent (if approved by the Artist) shall, within 72 (seventy-two) hours of reaching an impasse, enter into settlement negotiations, using a neutral third-party/mediator/facilitator, in order to achieve final and formal resolution of the impasse. Should such settlement negotiations fail to resolve the impasse, then the County, Artist or Agent (if approved by the Artist) may pursue any available administrative and/or legal option, in order to resolve the impasse.

Section 3. Travel, Accommodations, Meals. Airport transfers, local transportation, and meals, and the like to be arranged and paid for by the Artist or Artist's Representative unless otherwise indicated below:

Housing: _____

Transportation: _____

Other: _____

Contact Person for Event:

Name: _____

Title: _____

Phone Number: _____

Section 4. Complimentary Tickets A maximum of _____ complimentary tickets per performance will be held in the Artist's name until thirty (30) minutes prior to the contracted performance time. If tickets are not picked up by the Artist (or his/her designated representative) by that time, they will be released for public sale. The Artist understands that company members and staff will not be permitted to enter the audience without a ticket, and they will be permitted entry only in accordance with the announced late seating policy.

Section 5. Artist Agrees Not to Perform Within Certain Geographic Area of Amphitheater for Period of Time. The Artist agrees that the Artist will not accept any other engagement for a performance during a period from the execution of this Agreement through the 20__ - 20__ concert season, defined as August 1, 20__ within the City of St. Augustine and a radius of sixty (60) miles from the City of St. Augustine without advance, written permission from the County. In the event permission is granted for such performance(s) after the performance contemplated herein, no announcement of that performance shall be made until the performance contemplated herein. In the event of any prohibited performance prior to those provided for under this Agreement, then this Agreement may be cancelled at the election of the County without any liability of

any kind. In the event of any such prohibited performance, the Artist will be obligated to pay the County fifty thousand dollars (\$50,000.00) as liquidated damages, or documented out-of-pocket expenses, whichever is greater, immediately upon demand.

Section 6. Merchandise. The Artist agrees not to sell such items as souvenir programs, books, photographs, T-Shirts, or records on the premises of the Amphitheatre without prior approval of the County. If a request is made by the Artist and approval is granted by the County, then the County will provide a house concessionaire and will retain thirty percent (30%) of the gross sales or a \$100.00 minimum charge, whichever is greater. If the Artist supplies the concessionaire, the County will retain twenty percent (20%) of the gross sales. The Artist agrees to abide by the County's Policy for Merchandise Sales in the Plaza of the Amphitheatre.

Section 7. Artist's Request. Artist requests permission to sell items on the Plaza.
YES: _____ NO: _____

Section 8. Marketing. The Artists agrees to furnish at Artist's expense (shipped prepaid) the following amounts of advertising and promotional material to the extent that Artist has such material available for distribution. Please note deadlines.

At least eight (8) weeks prior the scheduled and noted performance date, the following materials:

- Contact information for Artist(s) publicist, manger, & record label
- Three (3) video clips useable for television commercials
- Three (3) press kits with biography, articles, and reviews
- Comprehensive list of recordings (if available)
- Recording formats of CD are preferred to cassettes (if available).
- Post show on Artist website & Pollstar

At least eight (8) weeks prior to the scheduled and noted performance date, or as soon as available, the following materials updated for the season in which the performance occurs:

- Twelve (12) black and white photographs.
(see addendum A1)
- Four (4) press kits
- Twelve (12) interviews
- Press conference held within one week prior to the scheduled and noted performance date
- Twenty minute Meet and Greet with certain members of the public—recognizing that the County will be responsible for orchestrating security at this event

The Artist understands these are minimum quantities and that the Presenter will specify final quantities needed. If quantity is in excess of that normally provided by Artist/Agent, the remainder will be provided "at cost" to the Presenter. The Presenter agrees to

reimburse the normal shipping costs (i.e. U.P.S, parcel post, or commercial motor freight) of the same.

Section 9. Audio and Recording. If the County and the Artist mutually agree to use a sound system for the performance(s) contracted herein, then the Presenter shall provide basic sound reinforcement equipment suitable for the hall(s) as defined by the Presenter's Audio Director. Any additional sound equipment shall be provided by the Artist. The Presenter reserves the right to approve all sound equipment supplied by the Artist. The Presenter will be responsible for the placement of all sound equipment. It is further agreed that all audio levels will be set in consultation with the Presenter's Audio Director.

Section 10. Responsibilities/Obligations of the Artist. Under this Agreement, the Artist shall have the following responsibilities/obligations: a) at least ____ weeks prior to the performance/event, Artist and/or or Agent will provide to the County any stage needs of the Artist, including, but not limited to: the minimum playing area desired; lighting equipment; sound equipment; size of cast by gender; and stage crew requirements—all of which will be mutually agreed upon by Artist/Agent and County; b) provide any, and all, musical instruments needed unless otherwise discussed; c) agree to be present at the Amphitheatre at a mutually agreed upon time on the day of the first performance; d) provide suitable and adequate technical staff with sufficient skill and/or knowledge, in order to unload, load, stage, and running of the performance/event; e) at least _____ weeks prior to the performance/event, Artist will provide to the County a final copy of the County's house program—recognizing that while the County retains the right to solely determine the copy and content of the County's house program, such program will include standard industry language prohibiting the use of cameras and tape recorders; f) agree that an interval for late seating will be included in the house program; g) supply stage personnel for up to three hours of cue-to-cue rehearsal (per program if different repertoire)—recognizing that the cost of supplying stage personnel for any additional rehearsal time will be the responsibility of the Artist; restrict admission to backstage areas to actual performers, the Artist's Manager, and/or the Agent; h) agree to abide by, any, and all, applicable conditions and/or prohibitions associated with smoking tobacco or its use; I) certify that all scenery and/or set decoration meet and/or exceed any applicable rules and regulations of the County's Fire Code—further recognizing that the County reserves the right to inspect any, and all, scenery, and set decorations.

Section 11. Responsibilities/Obligations of the County. Under this Agreement, the County shall have the following responsibilities/obligations: a) agree, without formal written approval from the Artist or Agent, not to authorize the broadcasting, recording, or reproducing by any other means of that portion of the performance/event, in which the Artist is specifically involved; b) agree to have the stage ready for set-up, and have the Amphitheater Manager available for consultation of the day of the event, or the day of the first performance; c) make available the Amphitheatre on the date(s), and the performance time(s) noted elsewhere in this Agreement; d) provide ticket takers, sellers, and equipment, as necessary

Section 12. Artist's Recognition That Performance/Event Occurs Rain or Shine. Artist explicitly understands that the Amphitheatre is a partially-covered outdoor venue, that is subject to any, and all, weather events. As such, the Amphitheatre cannot control the temperature of the Amphitheatre stage, or any part of the Amphitheatre facility or surrounding grounds, under any circumstance. Therefore, Artist explicitly understands that regardless of rain or shine, or any other weather event, the performance/event will occur, and that the Artist will perform.

Section 13. Rules, Regulations, and Policies of the Amphitheatre. The Artist is expected to become familiar with, comply with, and abide by the Rules, Regulations, and Policies, of the Amphitheatre, which is attached, and incorporated, as an Exhibit to this Agreement.

Section 14. Indemnification. The Artist agrees to indemnify, defend, and hold harmless the County, the Amphitheatre, and all employees and/or officials of the County and Amphitheatre (collectively referred to as "Indemnitees"), from, and against, all losses, costs, penalties, fines, damages, claims, expenses (including attorneys' fee and costs), and liabilities (collectively referred to as "Liabilities") arising out of, resulting from, or in connection with: 1) the performance/event; 2) the performance or non-performance of this Agreement; 3) the failure of the Artist to comply with any of the provisions contained herein, or to conform to applicable statutes, ordinances, other regulations or requirements of any governmental authority, federal, state, or local, in connection with this Agreement.

The Artist expressly agrees to indemnify, and hold harmless the Indemnitees, or any of them, from and against, all Liabilities, which may be asserted by an employee or former employee of the Artist, or any of the Artist's subcontractors, as provided above, for which the Artist's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. This Indemnity provision shall survive the termination of this Agreement, and shall continue in effect until the expiration of the corresponding statute of limitations or the tolling thereof.

Section 15. Insurance. The Artist shall comply with, and abide by, all applicable provisions contained in the *Insurance Requirements Policy for use on County Facilities*.

Section 16. Use of County Logo. Pursuant to, and consistent with, County Ordinance 92-2, any County Administrative Policy 101.3, the Artist may not manufacture, use, display, reproduce, or otherwise use any facsimile or reproduction of the County seal/logo without the express written approval of the Board.

Section 17. Use of Amphitheatre Logo. Neither the Artist, nor the Agent may manufacture, use, display, reproduce, or otherwise use any facsimile or reproduction of the Amphitheatre seal/logo without the express written approval of the Board.

Section 18. Use of Tourist Development Logo. Pursuant to the General Guidelines & Conditions of the Arts, Cultural, & Special Events Funding Program (Category II) for the St. Johns Tourist Development Council, the Artist or Agent must give credit to the St. Johns County Tourist Development Council, should the Artist or Agent choose to advertise the performance/event separately. In such a case, the Artist or Agent would be required to give credit to the Ticketing Agency. If the Artist or Agent engages in separate advertising, then the St. Johns County Tourist Development Council's logo must be used, and the following language must be used: "This Event Supported in part by the St. Johns County Tourist Development Council."

Section 19. Compliance With Laws. For the duration of this Agreement, which specifically and explicitly covers the duration of the Performance/Event, the Artist, and any person under the Artist's control or employ shall abide by, and comply with, any, and all, applicable local, State, and Federal laws, codes, rules, regulations, policies, and/or requirements, including, but not limited to: 1) Americans with Disabilities Act ("ADA"); 2) prohibiting discrimination (including wage discrimination); 3) Occupational Safety and Health; 4) environmental safety and hazards; 5) fireworks; 6) employment (including verification of status/citizenship, compensation, and/or benefits); 7) firearms; and 8) adult entertainment, nudity, or obscenity.

Section 20. Access to Records. The access to, disclosure, non-disclosure, and/or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

Section 21. Artist's Agreement with BMI and ASCAP. It is expressly understood that the Artist has a License Agreement with BMI (Bxx) and ASCAP (Axxx). It is further expressly understood that the Artist will pay any and all royalties (above and beyond BMI and ASCAP blanket coverage of the County), if required to be

paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that the County is held free from any, and all, actual liability and/or responsibility.

Section 22. Obligations With Respect to Materials Subject to Copyright, Trademark, and/or Patent Protection. In addition to any other provision in this Agreement, it is explicitly understood that the Artist assumes all costs (if any) arising from, and/or associated with the use of any material/object subject to copyright, trademark, and/or patent protection, under applicable laws. It is further explicitly understood that the Artist assumes all costs (if any) arising from the use of copyrighted, trademarked, or patented materials, equipment, devices, processes, or dramatic rights used on, or incorporated into the conduct of the Performance/Event, or any promotion, and/or advertising, of any sort and/or technology associated with the Performance/Event.

The Artist agrees to indemnify, hold harmless, and defend (if the need arises) the County, the Board, the Amphitheatre, and/or any employee/official of the County from any, and all, damages, costs, expenses in law, or equity, for, or account of, any copyrighted, trademarked, and/or patented materials, equipment, devices, processes, or dramatic rights furnished or used by the Artist, or anyone associated with the Artist, in connection with the Performance/Event, or any promotion, advertising, of any sort, and/or technology, associated with the Performance/Event.

To the extent that the Artist may claim that intellectual property is not covered under this Section of this Agreement, it is expressly understood that intellectual property is indeed covered under this Section of this Agreement.

Section 23. No Agreement Consummated Without Execution By Authorized Representatives of County and Artist. It is expressly noted that this Agreement is not consummated, and no contractual obligations held enforceable against either the County or Artist, until this Agreement, and any applicable Riders have been executed by authorized representatives of both the County and Artist. With respect to the County, the Chairperson of the Board, or the County Administrator, or designee (either noted by name or title/position) is authorized to execute this Agreement, or any Rider, on behalf of the County. With respect to the Artist, any individual with legal capacity to bind the Artist (specifically including the Agent) to the terms, conditions, obligations, and requirements contained in this Agreement, is authorized to execute this Agreement on behalf of the Artist. As a result, if this Agreement is executed by the Agent, then the Agent expressly warrants that the Agent is authorized by the Artist to execute this Agreement, on behalf of the Artist.

Section 24. Termination of this Agreement.

The County may cancel and/or terminate this Agreement under the following conditions: 1) conviction of a crime of moral turpitude by the Artist; 2) breach by either Artist or Agent of any provision of this Agreement that negatively impacts the

interests of the County; 3) death or incapacitation of the Artist prior to the performance(s)/event; 4) refusal by the Artist to abide by the Rules and Policies of the Amphitheatre.

The County shall convey termination by Notice, in the manner prescribed by this Agreement. The Notice of Cancellation/Termination shall set forth, the reason or reasons for the cancellation/termination of the Agreement.

The Cancellation/Termination of this Agreement will have the effect of canceling/terminating the performance(s)/event noted elsewhere in this Agreement.

In the event that the County terminates this Agreement for cause, as noted in this Section, then the County shall seek and expect the Artist and/or Agent to return any advance payments associated with the cancelled performance/event.

In the event that the County terminates this Agreement for cause, as noted in this Section, then the County expects the Artist and/or Agent to hold the County harmless from any, and all, liabilities, damages, additional costs, or causes of action (of any sort, including, administrative, civil, or equitable) associated with the cancelled performance/event.

It is expressly noted that Termination of this Agreement also terminates any other agreements, including any Riders, associated with the performance/event by the Artist.

Section 25. Effect of Conflicts in this Agreement With Any Other Artist/Agent Agreement, Including Any Rider. In the event that there is an apparent or actual conflict with one or more of the terms, conditions, provisions, obligations, and/or requirements of this Agreement and any other Artist/Agent Agreement, including any Rider, then the terms, conditions, provisions, obligations, and/or requirements of this Agreement shall prevail, control, and be applicable and enforceable.

Section 26. Force Majeure. It is expressly understood that neither the County, Artist, nor Agent shall be held in non-compliance with the terms, conditions, provisions, and/or requirements of this Agreement, or suffer any enforcement penalty relating thereto (including suspension, termination, cancellation, or revocation of this Agreement), where such non-compliance or alleged default occurred and/or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond the control of the County, Artist, or Agent.

Section 27. Severability. If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed

application thereof, shall be severable, and the remaining portions of this Agreement and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 28. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative, and/or legal action arising under this Agreement, shall be in St. Johns County, Florida.

Section 29. Notices. All formal notices to the County shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

**County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084**

With a Copy to:

**Manager—St. Johns County/St. Augustine Amphitheatre
1340 A1A South, #C
St. Augustine, FL 32080**

All formal notices to the Artist shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

**DDDDDDD
Ddddddd
Ddddddd**

All formal notices to the Agent shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

**TTTTTTTT
Ttttttttt
Ttttttttt**

All other correspondence may be delivered by any mutually agreeable means, including, but not limited to: e-mail, facsimile (fax), mail, express delivery or overnight mail, or hand delivery (receipt of delivery is necessary).

Section 30. Survival. It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive the expiration, termination, cancellation, revocation, or non-renewal of this Agreement, and therefore, shall be both applicable, and enforceable beyond any such expiration, termination, cancellation, or revocation: 1)xxx

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by its appropriate officer, the day and year first above written.

ARTIST

DATE

COUNTY

DATE

ATTEST: Cheryl Strickland, Clerk

DEPUTY CLERK

**St. Augustine/St. Johns County Amphitheatre
Use Agreement
2007**



1340 A1A South, #C
St. Augustine, FL 32080
Office: (904) 471-1965

**ST. AUGUSTINE/ST. JOHNS COUNTY AMPHITHEATRE
USE AGREEMENT**

THIS AMPHITHEATRE USE AGREEMENT (“Agreement”), made this _____ day of _____, 20___, by and between St. Johns County, Florida, (“County”), a political subdivision of the State of Florida, and _____, (“USER”)

WHEREAS, County is responsible for the operation and management of the St. Augustine/St. Johns County Amphitheatre (“Amphitheatre”), which is located at _____, and which is a part of the _____, which is leased to the County by the _____.

WHEREAS, USER wishes to use the Amphitheatre for the purpose of conducting the _____, (“EVENT”)

WHEREAS, the Board of County Commissioners of St. Johns County, Florida (“Board”) has determined that it is in the interests of the County to enter into, and execute this Agreement.

NOW THEREFORE, the parties hereto, for, and in consideration of, the mutual covenants, and conditions, hereinafter expressed, so hereby agree as follows:

Section 1. Effect of Recitals.

The above recitals are incorporated by reference into the body of this Agreement, and such recitals are adopted as Findings of Fact.

Section 2. Purpose of this Agreement.

By this Agreement, the County permits and authorizes the USER (under the terms, conditions, provisions, and requirements, set forth in this Agreement), to use the Amphitheatre, which is located within St. Johns County (more particularly noted on Exhibit “A” of this Agreement, which is attached hereto, and incorporated herein by reference) in order to prepare for, and conduct, the EVENT on the date/dates and time/times noted elsewhere in this Agreement.

Section 3. Duration of this Agreement.

The duration of this Agreement runs from _____, _____, 20__, through 11:59 pm, _____, _____, 20__. The USER may request, but is not guaranteed, an extension ranging from one (1) day to thirty (30) days. If this Agreement is extended, written extension to this Agreement.

It is specifically noted that the EVENT is scheduled for _____, _____, 20__, which is included in the term/duration of this Agreement. It is further specifically noted, that the duration of this Agreement includes the USER's "set-up/take-down/clean-up" associated with the EVENT.

Section 4. Removal of the USER.

It is expressly understood that the USER will vacate the Amphitheatre no later than the expiration of this Agreement. If the USER fails to surrender the Amphitheatre at the expiration of this Agreement, then the County, or the County's agents, or contractors, may remove from the Amphitheatre, all effects of the USER, (including, any agent, contractor, or any EVENT-associated entity of the USER), and store such effects at the USER's cost, expense, and/or risk. The County, the County's agents, and the County's contractors, shall not be liable to the USER on account of removing, storing, or otherwise retaining possession of the USER's effects and/or items. Moreover, and more important, the USER shall be liable to the County, for any claim or damages suffered by the County resulting from the USER's failure to timely surrender the Amphitheatre to the County.

Section 5. Relationship of the County and the USER.

This Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association, or joint venture between the County, and the USER.

Section 6. No Third Party Beneficiaries.

Both the County, and the USER, explicitly agree, and this Agreement explicitly states, that no third party beneficiary status or interest is conferred to, and inferred to, any other person or entity.

Section 7. Condition of Amphitheatre.

The USER has inspected, or has been given the opportunity to inspect the Amphitheatre, prior to execution of this Agreement, and accepts the Amphitheatre in its present condition, and agrees to maintain, and return the Amphitheatre, in the same, or better condition, than prior to the execution of this Agreement.

If subsequent to execution of the Agreement by the USER, but prior to the EVENT, the USER discovers that there are aspects of the Amphitheatre, or the grounds

surrounding the Amphitheatre, in need of repair, then the USER shall, within six (6) hours of discovery, notify, in writing, the Amphitheatre Manager, of such unsatisfactory conditions. Failure by the USER to notify the County, in the timeframe, and manner noted in this Section, shall bar the USER from raising this issue in the future.

To the extent that the USER does not return the Amphitheatre, to the County, in the same, or better condition, than prior to the execution of this Agreement, then the USER shall be liable for any costs/expenses associated with repair/replacement/restoration, and the County may access the USER's Security Deposit, in order to pay for such costs/expenses. In such a case, at the time of Reconciliation, the USER will receive or be credited with the remaining amount of the Security Deposit (if there is any Security Deposit remaining).

Section 8. Review of Amphitheatre Facility Specifications.

By executing this Agreement, the USER acknowledges that the USER has reviewed, and is familiar with the Amphitheatre Facility Specifications, which are attached and incorporated as an Exhibit to this Agreement.

The USER may not independently perform/conduct modifications (temporary or otherwise) to any part of the without the written approval of the Manager of the Amphitheatre.

If the USER does not request any modifications of the Amphitheatre Facility Specifications, then by executing this Agreement, the USER acknowledges that the Amphitheatre Facility Specifications are sufficient, in order to conduct/perform the EVENT.

Section 9. Construction on Grounds Surrounding Amphitheatre.

To the extent that the USER, in connection with the EVENT, seeks to construct a temporary facility on the grounds surrounding the Amphitheatre, the USER must submit construction plans to the County, and have those construction plans approved, prior to the commencement of any construction. Further, prior to the commencement of any construction, the USER must secure any required, and/or necessary permits, licenses, or certificates.

Removal of any temporary facility on the grounds surrounding the Amphitheatre must be complete by the expiration of this Agreement—otherwise, the USER may be subject to additional fees, charges, and/or expenses. In such a case, the additional fees, charges, and/or expenses will be noted and included at Reconciliation.

Section 10. Force Majeure.

Neither the **County**, nor the **USER** shall be held in non-compliance with the terms, conditions, provisions, and/or requirements of this **Agreement**, or suffer any enforcement or penalty relating thereto (including suspension, termination, cancellation, or revocation of this **Agreement**), where such non-compliance or alleged default occurred and/or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond the control of either the **County**, or the **USER**.

Section 11. Severability.

If any word, phrase, sentence, part, subsection, or other portion of this **Agreement**, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this **Agreement**, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

Section 12. Governing Law and Venue.

This **Agreement** shall be construed according to the laws of the State of Florida. Venue for any administrative, and/or legal action arising under this **Agreement**, shall be in St. Johns County, Florida.

Section 13. Compliance with Laws.

For the duration of this **Agreement**, which specifically and explicitly covers the duration of the **EVENT**, the **USER** shall abide by, and comply with, any, and all, applicable local, State, and/or Federal laws, codes, rules, regulations, policies, and/or requirements, including, but not limited to: 1) Americans with Disabilities Act (“ADA”); 2) prohibiting discrimination (including wage discrimination); 3) Occupational Safety and Health; 4) environmental safety and hazards; 5) employment (including verification of status/citizenship, compensation, and/or benefits); and 6) firearms.

Section 14. Responsibilities/Obligations of the USER.

Under this **Agreement**, the **USER** shall have the following responsibilities/obligations:

(a) abide by, and comply with, all applicable laws, rules, regulations, and policies, as noted elsewhere in this **Agreement**;

(b) maintain insurance, in the amounts, and according to the conditions set forth elsewhere in this **Agreement**;

(c) secure/obtain and maintain any necessary permits and licenses, as noted elsewhere in this **Agreement**;

(d) pay any, and all, applicable taxes, and/or fees as noted elsewhere in this Agreement; and

(e) pay any, and all, compensation, and/or fees to any employees, workers, or performers eligible for compensation and/or fees for work or performance before, during, or after the EVENT.

Section 15. Responsibilities/Obligations of the County.

Under this Agreement, the County shall have the following responsibilities/obligations:

- (a) provide USER access to Amphitheatre, in order to secure EVENT;
- (b) reconciling ticket sales for EVENT; and
- (c) reconciling any payment(s) due to USER after EVENT.

Section 16. Rules, Regulations, and Policies of the Amphitheatre.

The USER is expected to comply with, and abide by, the Rules, Regulations, and Policies of the Amphitheatre, which is attached, and incorporated, as an Exhibit to this Agreement.

Section 17. Use of County Logo.

Pursuant to, and consistent with, County Ordinance 92-2, and Count Administrative Policy 101.3, the USER may not manufacture, use, display, reproduce, or otherwise use any facsimile or reproduction of the County seal/logo without the express written approval of the Board.

Section 18. Use of Amphitheatre Logo.

The USER may not manufacture, use, display, reproduce, or otherwise use any facsimile or reproduction of the Amphitheatre seal/logo without the express written approval of the Board.

Section 19. Sign Placement.

The County reserves the right to inspect and monitor the placement of all signs (directional or otherwise), to ensure compliance with the applicable provisions of the County's Sign Ordinance, and in order to ensure the safety of persons walking/traveling/attending the EVENT.

Section 20. Permits and Licenses.

To the extent that the **USER** needs to obtain/acquire and/or maintain permits and/or licenses, in order to manage/operate/conduct the **EVENT**, then the **USER** shall be responsible for obtaining/acquiring, and/or maintaining at the **USER's** sole expense any, and all, permits, licenses, and/or approvals required by Federal, State, and/or **County** law, rule, regulation, or ordinance. Specifically, the **USER** shall be required to secure obtain/acquire, and maintain for the duration of this **Agreement**, any, and all, **County**, State, or Federal permits, or licenses that are required for, or associated with, managing/operating/conducting the **EVENT**.

Section 21. Taxes.

If required, the **USER** shall be responsible for the filing of any, and all, Federal, State, and/or local tax returns associated with the **EVENT**.

If required, and not otherwise exempt or excluded under this **Agreement**, then the **USER** shall be responsible for the payment of any, and all, applicable Federal, State, and/or local taxes, fees, and or charges associated with the **EVENT**.

Section 22. Indemnification.

The **USER** agrees to indemnify, defend, and hold harmless forever the **County**, the **Amphitheatre**, and all employees and/or officials of the **County** and **Amphitheatre** (collectively referred to as "Indemnities"), from, and against, all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees and costs), and liabilities (collectively referred to as "Liabilities") arising out of, resulting from, or in connection with: 1) the **EVENT** and/or the use of the **Amphitheatre**; 2) the performance or non-performance of this **Agreement**, whether it is, or is alleged to be, directly, or indirectly cause, in whole, or in part, by any act, omission, default, or negligence (whether active or passive) of the Indemnities, or any of them; or 3) the failure of the **USER** to comply with any of the provisions contained herein, or to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this **Agreement**.

The **USER** expressly agrees to indemnify, and hold harmless the Indemnities, or any of them, from and against, all Liabilities, which may be asserted by an employee or former employee of the **USER**, or any of the **USER's** subcontractors, as provided above, for which the **USER's** liability to such employee or former employee would otherwise be limited to payments under state Worker's Compensation or similar laws. This Indemnity provision shall survive the termination of this **Agreement**, and shall continue in effect until the expiration of the corresponding statute of limitations of the tolling thereof.

Section 23. Insurance.

The **USER** shall comply with, and abide by, all applicable provisions contained in the *Insurance Requirements Policy for use on County Facilities*, which is attached and incorporated as an **Exhibit** to this **Agreement**. Notwithstanding the *Insurance Requirements Policy for use on County Facilities*, the **USER** may not permit and/or authorize the sale or consumption of alcoholic beverages or illegal narcotic substances, on, or within, the grounds of the **Amphitheatre**.

Section 24. Fee for Use of Amphitheatre.

The **USER**, as payment for the authorization to use the **Amphitheatre** for the **EVENT**, shall pay the **County** a fee (inclusive (where applicable) of certain costs, expenses, and deposits (including any security deposit), in accordance with the **Fee Schedule**, which is attached and incorporated as an **Exhibit** to this **Agreement**.

Section 25. Security Deposit.

To the extent required by the **County**, the **USER** shall submit to the **County** a **Security Deposit** in the amount noted in the **Fee Schedule**, which is attached and incorporated as an **Exhibit** to this **Agreement**.

The **Security Deposit** is intended to secure performance of the **USER's** obligations under this **Agreement**.

To the extent that all, or a portion, of the **Security Deposit** is unused in connection with the **EVENT**, then such unused portion of the **Security Deposit** shall be applied as a credit, against any remaining charges/fees at the time of **Reconciliation**.

Section 26. Ticket Surcharge Fee.

The **USER** agrees to pay the **County** a **Ticket Surcharge Fee** in the amount of **\$x.xx** for each **Ticket** that is sold for the **EVENT**.

The total amount that the **USER** will owe to the **County** in **Ticket Surcharge Fees** will be calculated and settled at the time of **Reconciliation**.

Section 27. Utilities.

In connection with the **EVENT** at the **Amphitheatre**, the **County** will provide the **USER** with customary lighting, heating, backstage air conditioning, electricity, water, and sound at the rate/charge noted, and in accordance with, the **Fee Schedule**, which is attached and incorporated as an **Exhibit** to this **Agreement**.

For a **Special/Extraordinary EVENT** at the **Amphitheatre**, the **County** will provide lighting, heating, stage area air conditioning, electricity, water, and sound, at either

an additional flat rate, or at a special/extraordinary rate/charge noted, and in accordance with, the Fee Schedule, which is attached and incorporated as an Exhibit to this Agreement.

For purposes of this Agreement, a Special/Extraordinary EVENT is an EVENT, in which the County anticipates (based on the size, duration, or other recognized factors) that the electrical usage will exceed ____ KWH.

Section 28. Parking.

In connection with the EVENT at the Amphitheatre, the County will provide both on-site, and off-site parking.

In connection with the EVENT at the Amphitheatre, the County will provide USER with the equivalent of _____(xx) Parking Spaces. To the extent, that the County provides USER with any Parking Spaces, such parking spaces shall be complimentary, and at no cost to the USER. The USER may request that the County provide the USER with additional Parking Spaces. If the County accommodates the USER's request, then the County shall provide the additional Parking Spaces at the cost per Parking Space, noted in the attached and incorporated Fee Schedule.

Unless the USER and County co-promote the EVENT, the USER will not be entitled to any fees and/or charges collected by the County, or a third-party, associated with parking, or valet parking, either on-site or off-site.

Section 29. Schedule of Payments and Reconciliation; Impasse.

The USER shall pay the County the following charges/fees at the time that the USER executes the Amphitheatre Use Agreement: 1) \$1,000.00 (one thousand dollars) of the Base Rental Fee; 2) Security Deposit (if any).

The USER shall pay the County the following charges/fees at the time of Reconciliation: 1) the balance of the Base Rental Fee; 2) the amount of any Unscheduled Rental Fee (if one exists); 3) the Ticket Surcharge Fee; 4) the amount of any charges/fees associated with Security, Police, Fire, and/or Emergency Medical Technician Personnel; 5) the amount of any imposed special Electrical charge/fee.

The total amount owed by the USER shall be off-set/credited by the amount remaining in the Security Deposit (if any).

Payment by the USER to the County shall be in the form of a cashier's check, money order, or wireline transfer.

Any amount owed by the County to the USER, shall be paid in the form of a check, or wireline transfer.

Within ten (10) calendar days of the **EVENT**, the **County** shall reconcile the **USER's** upfront payment with the actual fees, costs, expenses, and deposits, in order to determine whether: 1) additional fees, costs, expenses, or charges should be imposed, which would require an additional payment from the **USER**, or 2) the **USER** is entitled to a refund of any upfront payment.

Should the County and USER reach an impasse and fail to reconcile any aspect of charges/fees/payments owed to either party, or another approved designated entity, then the County and USER shall, within seventy-two (72) hours of reaching such an impasse, enter into settlement negotiations, using a neutral third-party mediator/facilitator, in order to seek final and formal resolution of the impasse. Should such settlement negotiations fail to resolve the impasse, then either the County, or the USER may pursue any available administrative and/or legal option.

Section 30. Concessions/Catering/Merchandising.

Unless otherwise noted in the **Concessions/Catering/Mechandising Agreement**, which is attached and incorporated to this **Agreement**, the **County** reserves for itself, or its agents, contractors, or concessionaires, the sole right to the following sales and services: 1) sales and serving of all food and confections for consumption within the grounds of the **Amphitheatre**; and 2) sales and serving of beverages (alcoholic, and non-alcoholic, specifically including water, and water-infused beverages/drinks, fruit drinks, fruit juices, fruit juice-flavored drinks/beverages, coffee, coffee-flavored drinks/beverages, coffee-inspired drinks/beverages, soft drinks, and **milk/tea**/carbonated beverages of all sorts).

With respect to the sales of souvenirs, novelties, programs, and other merchandise, the terms and conditions associated with sale of such shall be noted in the attached and incorporated **Concessions/Catering/Merchandising Agreement**.

With respect to sales of **merchandise** of videos, CDs, DVDs, blu-ray technology discs, intellectual property, broadband (video, voice, data, Internet/web) applications of any sort (including any downloaded material that was performed/exhibited at the **EVENT**), the terms and conditions surrounding such sales, shall be noted in the attached and incorporated **Concessions/Catering/Merchandising Agreement**.

It is expressly noted that the **County** reserves the right to sell merchandise of any sort, kind, and/or type (but especially t-shirts, souvenir cups, and caps) with either the **Amphitheatre Logo**, or the **County Logo**.

Section 31. Maintenance of Amphitheatre.

For the duration of the **EVENT**, the **USER** shall be responsible for maintaining the **Amphitheatre** in a clean and safe condition. All solid waste, animal, waste, yard trash/waste, construction and demolition debris shall be removed and/or disposed of in receptacles approved by the **County**, or in a method and manner that is approved by the **County**.

The **USER** shall not produce, and/or create hazardous waste, during the **EVENT**, unless authorized in writing, at least five (5) days prior to the **EVENT**.

To the extent that the production and/or creation of the hazardous waste is approved by the **County**, or such hazardous waste is introduced onto the **Amphitheatre** site, by a person/entity not under the control of the **USER**, the **County** may elect to supervise the removal and disposal of such hazardous waste, or contract with another party, in order to remove and dispose of such hazardous waste. In either case, the **USER** shall be responsible for any costs, and/or expenses associated with the removal and disposal and disposal of such hazardous waste. This provision shall survive any expiration and/or termination of this **Agreement**.

Failure to maintain the **Amphitheatre** in a clean and safe condition may result in the **County** having to expend funds for cleanup and/or repair of the **Amphitheatre** after the expiration of this **Agreement**. In such a case, all, or a portion, of the **USER's** security deposit (as noted elsewhere in this **Agreement**), may be expended. **The amount of the cleaning fee shall not exceed \$800.00**. If, due to the failure of the **USER** to maintain the **Amphitheatre** in a clean and safe condition, the **County** expends more than the amount remaining in the **Security Deposit**, then the **USER** shall be responsible for paying/reimbursing the **County**, any amount not initially recovered by the **County** for such cleanup.

Section 32. Access to Records.

The access to, disclosure, non-disclosure, and/or exemption of records, data, documents, and/or materials associated with this **Agreement** shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

Section 33. Obligations With Respect to Materials Subject to Copyright, Trademark, and/or Patent Protection.

It is explicitly understood that the **USER** assumes all costs arising from, and/or associated with the use of any material/object subject to copyright, trademark, and/or patent protection, under applicable laws. It is further explicitly understood that the **USER** assumes all costs arising from the use of copyrighted, trademarked, or patented materials, equipment, devices, processes, or dramatic rights used on, or incorporated in the conduct of the **EVENT**, or any promotion, and/or advertising, of any sort and/or technology, associated with the **EVENT**.

The **USER** agrees to indemnify, hold harmless, and defend (if the need arises) the **County**, the **Board**, the **Amphitheatre**, and/or any employee/official of the **County** from any, and all, damages, costs, and expenses in law, or equity, for, or account of, any copyrighted, trademarked, and/or patented materials, equipment, devices, processes, or dramatic rights furnished or used by the **USER**, or the **USER's** performers, or the **USER's** exhibitors, or the **USER's** contractors or subcontractors, in connection with the **EVENT**, or any promotion, and/or advertising of any sort, and/or technology, associated with the **EVENT**.

To the extent that the USER may claim that intellectual property is not covered under this Section of this Agreement, it is expressly understood that intellectual property is indeed covered under this Section of this Agreement.

Section 34. No Agreement Consummated Without Execution by Authorized Representatives of County and USER.

It is expressly noted that this **Agreement** is not consummated, and no contractual obligations held enforceable against either the **County** or the **USER** until this **Agreement** is executed by authorized representatives of both the **County** and **USER**. With respect to the **County**, the Chairperson of the **Board**, or the **County Administrator**, or designee (either noted by name or title/position) is **authorized to execute this Agreement on behalf of the County**. With respect to the **USER**, any individual with legal capacity to bind the **USER** to the terms, conditions, obligations, and requirements contained in this **Agreement**, is **authorized to execute this Agreement on behalf of the USER**.

Section 35. Exhibits.

As noted elsewhere in this **Agreement**, the following **Exhibits** are attached and incorporated, into this **Agreement**:

- (a) Map detailing/depicting the location and other aspects of **Amphitheatre**;
- (b) **Amphitheatre Facility Specifications**;
- (c) Rules, Regulations, and Policies of **Amphitheatre**;
- (d) *Insurance Requirements for use of County Facilities*;
- (e) **Fee Schedule**; and
- (f) **Concessions/Catering/Merchandising Agreement**

Section 36. Procedure for Achieving Assignment; Effect of Not Following Procedure.

In light of the scope and rationale for this **Agreement**, neither the **County**, nor the **USER** may assign, transfer, and/or sell any of the rights noted in this **Agreement**, or associated with this **Agreement**, without the express written approval of the other party. Should either the **County**, or the **USER**, assign, transfer, and/or sell any of the rights noted in this **Agreement**, or associated with this **Agreement**, without such prior written approval of the other party, then such action on the part of either the **County**, or the **USER**, shall result in the automatic termination of this **Agreement**, without further notice required on the part of the other party.

Section 37. Amendments to this Agreement.

Both the **County**, and the **USER**, acknowledge that this **Agreement**, together with any attached, and incorporated **Exhibits**, constitute the complete agreement and understanding between the **County**, and the **USER**.

Further, both the **County**, and the **USER**, acknowledge that any change, amendment, modification, revision, or extension of this **Agreement**, other than termination as noted elsewhere in this **Agreement**, shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and the **USER**.

Section 38. Default; Remedies for Default, Including Termination of Agreement.

The **USER** shall be considered in default of this **Agreement**, if one or more of the following conditions are present, or occur:

- a) failure to pay in a timely manner, any amounts due under this **Agreement**;
- b) breach of any provision of this **Agreement** that negatively impacts the interests of the **County**;
- c) damage to the **Amphitheatre**, prior to the **EVENT**, that exceeds ten thousand dollars (\$10,000);
- d) violation of any applicable laws, ordinances, rules, and/or regulations during the **USER**'s use/occupation of the **Amphitheatre**;
- e) cessation of business by the **USER**, prior to the event; or
- f) insolvency or bankruptcy (voluntary or involuntary) of the **USER**.

Should the **USER** not cure the default within twenty-four (24) hours or written or electronic/e-mail notification from the **County**, then the **County** may, in its sole discretion, pursue one or more of the following remedies:

- a) declare the entire rental for the balance of the term, due and payable;
- b) re-enter the premises without being liable for damage, and re-let/lease the **Amphitheatre**, or any part thereof, or operate the **Amphitheatre**, for the balance of this **Agreement**, receive rents, fees, and/or charges therefrom, and apply those rents, fees, and/or charges to expenses incurred during the balance of this **Agreement**, including charges for damages, attorneys' fees, and all other reasonable expenses, and/or charges incurred by the **County**, associated with the re-let/lease of the **Amphitheatre**;
- c) terminate this **Agreement**, by giving the **USER** written notice of termination, which shall not excuse prior breaches of this **Agreement**, or be considered a waiver of any rights which the **County** might have for past, current, and/or future breaches; or
- d) pursue any other administrative, legal, and/or equitable remedies available to the **County**.

Should the **County** terminate this **Agreement**, the relation of the **County** and the **USER** shall be the same as if the term had fully expired, and the **County** may re-enter the **Amphitheatre** and remove from the **Amphitheatre** all persons and/or property, associated with, or owned by, the **USER**. Moreover, under such circumstances, the **USER** shall pay the full amount of the rental, together with any other costs, expenses, fees, and/or charges incurred by the **County** that are associated with the termination of this **Agreement**.

Section 39. Effect of Cancellation of the EVENT by the USER.

In the event that the **USER** cancels the **EVENT**, at any time, prior to the **EVENT's** completion, the **County** may seek and/or recover, a **Cancellation Fee**, in the amount noted in the attached, and incorporated **Fee Schedule**, which is an **Exhibit** to this **Agreement**, as well as, retain any pre-paid up front fee.

Should the **County** choose not to seek a **Cancellation Fee** from the **USER**, the **County** may seek to institute an administrative or legal action, in order to recover any, and all, damages suffered or incurred by the **County**, in connection with the **USER** canceling the **EVENT**, prior to the **EVENT's** completion.

Section 40. No Conflict of Interest.

The USER represents and warrants to the County that the USER has not employed or retained any elected official, officer, or employee of either the Amphitheatre or the County, in order to solicit or secure this Agreement. Moreover, the USER represents and warrants to the County that the USER has not offered to pay, paid, or agreed to pay, any person, any fee, commission, percentage, brokerage fee, incentive fee, or gift of any kind, contingent upon, or in connection with, securing and executing this Agreement.

Section 41. Reservation of Rights by County.

The County reserves the right to refuse any booking associated with the EVENT, or cancel any booking associated with the EVENT, or cancel the EVENT, if in the County's sole discretion, the EVENT, is inconsistent with the County's mission and/or interests. In the case of such a cancellation, the USER's only legal claim shall be for refund of any up-front, or prepaid, costs to the County.

The County reserves the right to inspect any construction that the USER (including agents, or contractors, or subcontractors, or any entity associated with the EVENT or the USER) performs at the Amphitheatre, or the grounds surrounding the Amphitheater. To the extent that such construction creates a health and/or safety hazard, the Amphitheatre Manager may request an immediate cessation to the construction.

Section 42. Notices.

All notices to the County shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

**County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084**

With a Copy to:

**Manager—St. Johns County Amphitheatre
1340 A1A South, #C
St. Augustine, FL 32080**

All notices to the USER shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

**DDDDDD
Ddddd
Ddddd**

All other correspondence may be delivered by any mutually agreeable means, including, but not limited to: e-mail, facsimile (fax), mail, express delivery or overnight mail, or hand delivery (receipt of delivery is necessary)

Section xx. Survival.

It is explicitly noted that the following provisions of this **Agreement**, to the extent necessary, shall survive any expiration, termination, cancellation, revocation, or non-renewal of this **Agreement**, and therefore, shall be both applicable, and enforceable, beyond any such expiration, termination, cancellation, revocation, or non-renewal: 1) **Section xx (Removal of the USER)**; 2) **Section xx (Relationship of the County and the USER)**; 3) **Section xx (Governing Law and Venue)**; 4) **Section xx (Compliance with Laws)**; 5) **Section xx (Responsibilities/Obligations of the USER)**; 6) **Section xx (Use of County Logo)**; 7) **Section xx (Use of Amphitheatre Logo)**; 8) **Section xx (Taxes)**; 9) **Section xx (Indemnification)**; 10) **Section xx (Schedule of Payments and Reconciliation)**; 11) **Section xx (Access to Records)**; 12) **Section xx (Obligations With Respect to Materials Subject to Copyright, Trademark, and/or Patent Protection)**

IN WITNESSS WHEREOF, the parties have hereunto executed this **Agreement** on the date and year below written.

ST. JOHNS COUNTY, FLORIDA

JJJJJJJJJJJJJJ

BY: _____

BY: _____

DATE: _____

DATE: _____

**ATTEST: CHERYL
STRICKLAND, CLERK OF
COURTS**

WITNESS:

BY: _____
Deputy Clerk

WITNESS:

**St. Augustine/St. Johns County Amphitheatre
Amphitheatre Specifications
2007**



1340 A1A South, #C
St. Augustine, FL 32080
Office: (904) 471-1965

AMPHITHEATRE FACILITY SPECIFICATIONS

GENERAL INFORMATION:

TELEPHONE NUMBERS:

Administrative Offices

(904) 471-1965

Administrative Offices – FAX

(904) 471-1965

KEY PERSONNEL:

Special Events Manager

Tommy Bledsoe 904-669-1293

Marketing and Promotions Manager

Ryan Dettra 904-669-5159

Sales and Administrative Manager

Jenai Master 904-669-5541

Front of House

Jenai Master

Publicity Manager

Ryan Dettra

Box Office Manager

Jenai Master

Kitchen/Concessions Manager

TBA

E-MAIL ADDRESSES:

Administrative Offices

tbledsoe@co.st-johns.fl.us

Marketing & Booking

rdettra@co.st-johns.fl.us

Sales and Box Office

jmaster@co.st-johns.fl.us

AUDITORIUM SEATING CAPACITY:

Fixed Stadium Seats: 3,548; Handicapped seating: 38

- Covered Stadium Seating: 1,067 VP[®] Fixed Seats
- General Fixed Seats: 1,339
- Grandstand Seating (not covered): 1,044
- Wheelchair/Handicapped Seating Positions: 38
- Flexible seating areas: tables, chairs, ground seating, tents, etc.
 - Orchestra pit: 2,500 sq. ft. flat concrete
 - Grass seating: 2 @ 2,000 sq. ft., flat, side of grandstand

THEATRE AND SERVICE ENTRANCE:

- Main entrances:
 - 1340 A1A South
 - St. Augustine, FL 32080
- Service and backstage entrance:
 - 200 yards north of Main entrance; access from Hwy. A1A

KITCHEN & CATERING:

Kitchen catering and concession services must be arranged through the Kitchen Manager TBD.

RESTRICTIONS: The premises and all facilities located thereon shall be closed to the public no later than 11:30 PM each night. To facilitate the 11:30 closing time, all entertainment activities shall cease at 10:30 PM.

STAGE INFORMATION:

ELECTRIC SPECIFICATIONS:

COMPANY SWITCH:

- Located upstage right:
600 AMP/3 phase with lugs
200 AMP/3 phase with Camlock disconnects and lugs
- Located upstage left:
400 AMP/3 phase with Camlock disconnects and lugs

LOADING:

- Two receiving bays with Autodok adjustable loading ramps – No HVAC
- Receiving area: 24' X 24' with 2-12' roll-up doors
- Access to stage by 12' roll-up door from receiving or 2-6'8" double doors SL & SR
- Restroom in receiving area

SHORE POWER:

Two (2) parking bays with Hubble model 560M119W with 60 amp 5-pin electrical outlets and data/phone ports

GENERAL STAGE SPECIFICATIONS:

Stage is a concrete platform at ground level, paintable.
Portable staging in 5' X 7' X 32" available; max 30" X 42'

HANGING RATINGS:

- 2000lb. point load; 84 hoist points; maximum load 60,000 lbs.
- Access to hoist points by Genie lift (rental)
- Catwalk access to lighting battens along perimeter SL, SR, & FOH.

STAGE DIMENSIONS:

Height of State at Lowe Steel	29' 7"
Height of Stage at Proscenium	34'
Width of Stage at Proscenium	60'
Seating floor to stage floor	3' 5"
Apron from Plaster Line	4' 5"
Width of Stage at plaster line	60'
Depth of Stage from Plaster Line	38' 7"
Wings – S/R	12' X 38'
Wings – S/L	13' X 38'
Rotodrapery masking panels S/R and S/L	3 @ side 10' x 20'

ORCHESTRA PIT DIMENSIONS:

Depth of Orchestra pit	3' 5"
Distance from Orchestra pit to permanent seating	43'
Width of Orchestra Pit	70'
Area of Orchestra Pit	2,500 sq. ft.

SOUND EQUIPMENT:

MIXING CONSOLE:

Yamaha M7CL 40 channel; 4 stereo inputs, 3 mini-YGDAI card slots.

SPEAKERS:

Main cluster line array – 6 EV XLCi 127+ @ side

Main cluster line array subwoofer – 3 EV XLCi 118@ side

Main cluster near fill speaker – 3 EV XLCi 127+

MICROPHONES:

1 @ Shure SM 58 handheld wireless

6 @ Shure SM-58

4 @ Audio Technica 813a

DIRECT BOXES:

2 @ Countryman Type 85

MICROPHONE STANDS:

18 @ Atlas Soundolier MS12CE

18 @ Atlas Soundolier TL34E with PB-21XE boom

MICROPHONE CABLE:

24 assorted

PLAYBACK EQUIPMENT:

Marantz PMD502 CD player

MONITOR SYSTEM:

4 @ EV T221M speakers

INTERCOM SYSTEM:

A ClearCom two-channel production intercom system for technical communications is distributed to technical control locations, including:

8 @ Clear Com RS-501 belt packs

6 @ Clear Com CC-95 single muff headsets

2 @ Clear Com CC-260 dual muff headsets

1 @ Sony MDR-7506

DOWNSTAGE SOUND POINTS:

Two speaker bays with roll-up doors located 38' on either side of center stage.
Center fill position mounted 27' above DSC.

LIGHTING CONTROL SYSTEM:

ETC Express 48/96 lighting console

FOLLOW SPOTS: TBD

DIMMER SCHEDULE: TBD

LIGHTING FIXTURES:

- 12 @ ETC Source Four 19 Degree Ellipsoidal
- 64 @ Altman Stage Lighting Outdoor Par 64
- 12 @ Altman Stage Lighting Par 38 Borderlight
- 12 @ Altman Stage Lighting SKY-CYC-02 H

Dimmer controls operable from control booth, stage right, or FOH lighting console.

MISC. EQUIPMENT:

8' ladder

DOWNSTAGE LIGHTING POINTS:

Catwalk access to lighting battens SR, SL, FOH

MISCELLANEOUS:

Access to lighting by genie lift (rental)
Concerts must end by 10:30 P.M.

RISERS:

80 Portable wooden riser platforms – 3.5' X 5' X 5"
Bil-Jax portable stage – 32" height; max size 30' X 42' in 5' X 7' sections

ORCHESTRA CHAIRS & STANDS:

25 Padded straight-back chairs (19 blue, 6 red) on site; stands and additional chairs are available from rental companies.

FILM PROJECTION SYSTEM: TBD

DRESSING ROOMS:

All dressing rooms and green room are located along backstage hallway, with access to stage by double doors upstage right and left.

Dressing Room 1	18' X 25' 8"
Restrooms (4) with shower	
Dressing Room 2	18' X 25' 8"
Restroom (4) with shower	
Dressing Room 3	13' X 22' 6"
ADA restroom with shower	
Green Room	11' X 25' 8"
VIP 1 Dressing Room	7' X 11'
Private, with shower	

VIP 2 Dressing Room	7' X 11'
Private, with shower	
Legacy Room	24' 4" X 54' 6"
Screen Porch	15' 6" X 24' 4"
Production Crew room 1	11' X 12'
Production Crew room 2	11' X 12'

Notes:

All dressing rooms equipped with dressing tables, lights, mirrors, chairs, sinks, toilets and showers. Dressing room 3 has a handicapped restroom.

WARDROBE:

Portable clothes racks are available.

HISTORICAL NOTES:

- The St. Augustine Amphitheatre was built in 1965 as home to "Cross and Sword" an outdoor drama that became the State Play for Florida. Acquired by St. Johns County in 2000.
- A major renovation project begun in 2001 and completed in 2007 converted the Theatre to a multi-use partially covered outdoor performing arts center.
- Nature trails and arboretum are located on the property.

AMPHITHEATRE SUPPORT FEATURES:

- Parking available on-site for approximately 350 cars. Off-site parking and shuttle service by arrangement.
- Entrance plaza for pre-concert events approx. 5,000 sq. ft. with 12' covered pavilions on three sides; electrical and data ports, 2 @ side.
- Concessions and catering kitchen available on site – call for information.
- Concession/beverage cart stations with electrical and data ports located on circulation walkways; two (2) @ side – call for information.
- Merchandise outlet centrally located in Guest Services building.

**St. Augustine/St. Johns County Amphitheatre
Fee Schedule
2007**



1340 A1A South, #C
St. Augustine, FL 32080
Office: (904) 471-1965

**ST. AUGUSTINE/ST. JOHNS COUNTY AMPHITHEATRE
FEE SCHEDULE**

A. BASE RENTAL FEE

	Non-Ticketed	Ticketed Event
For Profit		
	Non-Ticketed	Ticketed Events
Full Day (7:00AM-Midnight)	\$4000	\$4500+\$2.00 per ticket sold
Additional Performance	\$1000	\$1500+ \$2.00 per ticket sold
Daytime Use (7:00AM-2PM)	\$1000	\$1500+ \$2.00 per ticket sold
Conference Room (4 hours)	\$100	\$100
Rehearsal Load in/out Day	\$1000	\$1000
Not-For-Profit		
	Non-Ticketed & Free Events	Ticketed Events
Full Day (6:00AM-Midnight)	\$1000	\$500 + \$2.00 per ticket or \$1500 flat whichever is greater
Additional Performance	-	\$2.00 per ticket
Daytime Use (7:00AM-2PM)	\$500	\$250 + \$2.00 per ticket
Conference Room (Four Hours)	\$100	\$100
Rehearsal Load in/out Day	\$100	\$100

Governmental

	Non-Ticketed & Free Events	Ticketed Events
Full Day (6:00AM-Midnight)	\$1000	\$500 + \$2.00 per ticket or \$1500 flat whichever is greater
Additional Performance Daytime Use (7:00AM-2PM)	-	\$2.00 per ticket
Conference Room (4 hours)	\$100	\$100
Rehearsal Load In/out Day	\$100	\$100

The Base Rental Fee is on a per day basis.

The Base Rental Fee covers only the Rental of the **Amphitheatre** on the day(s) noted in the **Agreement**, and those customary services noted in the **Agreement**.

B. UNSCHEDULED RENTAL FEE

For Profit \$500.00/day

Not-For-Profit \$1,000.00/day

Governmental \$500.00/day

The Unscheduled Rental Fee is imposed at the above-noted per hour rate for situations where USER has not vacated and/or relinquished the Amphitheatre by the expiration date noted in the **Agreement**. It is explicitly noted that the Unscheduled Rental Fee is imposed at the above-noted per hour rate for situations that require the **County** to clean the **Amphitheatre**, or remove items of the **USER** in a manner not contemplated by, or expressed in, the **Agreement**, and which occur after the expiration of the **Agreement**.

To the extent that the **County** imposes an Unscheduled Rental Fee on the **USER**, the **County** shall deduct the amount of such Unscheduled Rental Fee from any final payment

due the **USER**. In the event that no final payment is due the **USER**, or the final payment due the **USER** is insufficient to pay the entire **Unscheduled Rental Fee** to the **County**, the **County** may seek to recover the unpaid portion of the **Unscheduled Rental Fee** through any **Deposit** retained by the **County**, or through any available collection process (including a demand letter from the **County**, or the **County's** representative).

C. TICKET SURCHARGE FEE

County shall receive a surcharge in the amount of **\$2.00** for each ticket sold related to **USER'S EVENT**, which will be held at the **Amphitheater**, on the date and time, noted in **Amphitheatre Use Agreement**.

D. SECURITY/POLICE/FIRE/RESCUE/EMT

Standard Charge

Uniformed Police/Law Enforcement	\$30/per hour/per person (2 hour minimum)
Security Guards/Personnel	\$30/per hour/per person (4 hour minimum)
Fire Rescue (2 person minimum)	\$26/per hour/ per person (3 hour minimum)
Fire Rescue with Vehicle (Large)	\$102/per hour (3 hour minimum)

EVENT Security will be on hand at each **EVENT** held at, and/or within the **Amphitheatre**. Depending on the size of the **EVENT**, and the number of people attending the **EVENT**, the number of Security Guards will vary.

The **Amphitheatre** staff, in accordance with the St. Augustine Police Department can make recommendations to the **USER** concerning the number of security personnel and uniformed police officers needed for the **EVENT**. It is expressly understood that police officers or authorized security personnel will be needed, in order to direct and facilitate traffic. The costs for such personnel will be borne by the **USER**.

E. SECURITY DEPOSIT

	Non-Ticketed	Ticketed	Multi-day Event
<u>For Profit</u>	50% of the Base Rental Fee		

Not-For-Profit 50% of the Base Rental Fee

Governmental 50% of the Base Rental Fee

F. STANDARD UTILITY CHARGE

For Profit Included in Base Rental Fee

Not-For-Profit Included in Base Rental Fee

Governmental Included in Base Rental Fee

G. SPECIAL/EXTRAORDINARY UTILITY CHARGES—FOR
RECOGNIZED SPECIAL/EXTRAORDINARY EVENTS

	In Excess of 300 KWH	In Excess of 500 KWH
For Profit	\$ 50.00	\$100.00
Not-For-Profit	\$ 50.00	\$100.00
Governmental	\$ 50.00	\$100.00

Instead of the above incremental charge, the County and USER may agree to a flat Special/Extraordinary Charge of Seventy-Five dollars (\$75.00). In order to agree to this flat fee, both the County and USER shall sign hereafter:

ON BEHALF OF COUNTY: _____ Date: _____

ON BEHALF OF USER: _____ Date: _____

H. RENTAL FEE FOR AMPHITHEATRE CONFERENCE ROOM

For Profit \$200/4 hours \$500/day

Not-For-Profit \$100/4 hours \$300/day

Governmental \$100/4 hours \$300/day

I. SCHEDULE OF PAYMENTS AND RECONCILIATION

USER shall pay the County all applicable fees/charges as noted in this Fee Schedule, and in the manner, method, and timeframe set forth in the attached, and incorporated Amphitheatre Use Agreement.

**St. Augustine/St. Johns County Amphitheatre
Policies
2007**



1340 A1A South, #C
St. Augustine, FL 32080
Office: (904) 471-1965

ST. AUGUSTINE/ST. JOHNS COUNTY AMPHITHEATRE POLICIES

Advertising

Advertising includes the following means/methods/technologies: 1) print, including, but not limited to, newspaper(s), magazine(s), newsletter(s), mailing stuffers; 2) billboards, including, but not limited to, static, rotating, flashing, electronic, digital; 3) television, including, but not limited to, broadcast, cable, satellite, webcast; video classifieds; home/event shopping networks/services; 4) radio, including, but not limited to, AM, FM, satellite, digital, Internet/web; 5) computer, including, but not limited to, Internet/web, podcast, streaming; 6) telephone, including, but not limited to, aural-prompted ads, touch-tone-prompted ads; 7) cellular, including, but not limited to, cellular phones, combination telephonic/music delivery/playing devices, such as, multi-function PDAs (Personal Digital Assistant devices), MP3 Players, and mobile phones.

Advertising for an **EVENT** is not permitted, nor may tickets go on sale, until: 1) a fully executed **Contract/Agreement** has been received and approved; 2) a verified seating manifest has been received and approved; and 3) all required advance/up-front fees/charges/deposits have been paid to the **County**.

All print advertising for an **EVENT** at the **Amphitheatre** must include the physical address of the **Amphitheatre**. Unless otherwise noticed, the address of the **Amphitheatre** is:

St. Johns County/St. Augustine Amphitheatre
1340C A1A South
St. Augustine, Florida 32080
Phone: 904-471-1965

All print advertising must use the official **Amphitheatre** logo and colors. Since the Amphitheatre is supported through funding transfers from the Tourist Development Council and Tourist Development Taxes, all print advertising should also use the TDC logo and state that the funding was provided by the TDC in accordance with current TDC policy.

Food

Food purchases will be limited to wholesale purchase of food, beverages and condiments necessary for the operation of the concession's stand for various events. Under no circumstances will County employees purchase food, beverages and condiments for their personal use or will they be allowed to remove from the Amphitheater property food, beverages or condiments that are left over from the events. Items that are purchased will be added to the inventory.

County employees or volunteers may consume food and/or beverages at County-sponsored events when the employees are acting within the scope of their employment, or the volunteers are acting within the scope of their duties supporting such events, or when a person or persons have been invited or received official invitations to such events. Such food and/or beverages shall be purchased specifically for this purpose, and shall be accounted for separately from purchases intended for use as concession supplies. The Amphitheatre Manager shall be responsible for co-ordinating all activities associated with the distribution of food and/or beverages at County-sponsored events to employees, volunteers, or invited guests.

A complete inventory will be conducted after each event and a proper accounting of inventory, which was used, will occur and be made part of the completed event reconciliation.

In the event that the concession operations is not part of the Use Agreement and the event "USER" desires that food through a local catering agency be part of their program, then the USER will be responsible to pay for these expenses through the Use Agreement. If the "USER" is the county, then the county will adhere to the county's purchasing policies contained within the County Administrative Code and will develop a short list of local vendors that are capable of meeting the food requirements for the event.

The responsibility for the items that are purchased for the concession inventory and the foods, beverages and condiments supplied by various catering services for the various amphitheater events is the director of the amphitheatre and must be approved by him/her through the normal payment processes contained in the County Administrative Code.

Volunteers

In addition to the above-noted policy concerning the distribution of food and/or beverages to volunteers at County-sponsored events, volunteers shall abide by, and comply with, any applicable County Administrative Policy concerning County volunteers in general, specifically including a General Release and Waiver of Liability in Favor of the County

Tickets

Tickets must be sold through the **Amphitheatre's** ticket provider xx. For clarification purposes, tickets sold at the Box Office of the **Amphitheatre** are in fact sold through xx.

The **Amphitheatre** requires **200 complimentary tickets** for promotional purposes.

Reconciliation

The **Amphitheatre** requires a box-office statement and **reconciliation** of all money, *except* for the Security Deposit, and any other fees, noted in the executed

Contract/Agreement, within ten (10) days of the closing of the EVENT. A USER representative, box office representative, and a member of the Amphitheatre staff are required to finalize/reconcile/settle all costs.

Insurance Requirements

Any USER must comply with, and abide by, the *Insurance Requirements for County Facilities*, which is attached as an **Exhibit** to this **Agreement**.

In addition to, and to the extent not covered in the *Insurance Requirements for County Facilities*, the following requirements apply to the **USER**: 1) the **USER** shall furnish to the **County** all required insurance certificates (**including alcohol/liquor, if applicable**) no later than **10 business days** prior to the commencement of set-up for the **EVENT**; 2) all required insurance certificates must **specifically include St. Johns County as an Additional Insured by policy endorsement**.

Any questions regarding insurance should be directed to either Jenai Master or Tommy Bledsoe of **Amphitheatre** management staff at **904-471-1965**.

Weather

All **EVENTS** are Rain or Shine! As such, Tickets are non-refundable.

Hurricane Season Information

Shows booked during hurricane season have much higher risk of weather-related cancellations. If the **County** is under a **Tropical Storm, or Hurricane Watch or Warning**, the **EVENT** will be cancelled. This is the only case in which Tickets will be refunded and an **EVENT** may be re-scheduled.

Amphitheatre Management is responsible for notifying the **USER** by **11:00 AM** the day of the **EVENT**, that **Amphitheatre** Management has made a decision, based on the weather, to postpone or cancel the **EVENT**.

Special EVENT Insurance may be purchased in connection with a weather-related cancellation. However, it is important to note that neither the **County**, nor the **Amphitheatre**, require the **USER** to secure such insurance. Moreover, neither the **County**, nor the **Amphitheatre**, provide such insurance. Additionally, please note that no such insurance may be purchased if there is a **Tropical Storm or Hurricane** in the **Atlantic Ocean or Gulf of Mexico**.

Smoking

Smoking is not permitted in the seating areas. There are designated areas equipped with ashtrays in the Plaza of the **Amphitheatre**.

The designated smoking area backstage of the **Amphitheatre** is the screened porch located behind the conference room. Smoking is not permitted anywhere within the stage building of the **Amphitheatre**.

Other Prohibited Activities

It is explicitly understood that in addition to any other activities prohibited by this Agreement, the County prohibits the USER to allow/facilitate/oversee the following activities at the Amphitheater, before/during/after the EVENT:

Sale of prescription drugs;

Sale of any federally-recalled product, device, food, and/or liquid/juice/drink;

Sale or consumption of any federally-banned product, device, weapon, drug, food, and/or liquid/juice/drink;

Sale of any animal that is classified as federally-protected, or federally-endangered;

Sale of any animal whose ownership by a person or persons is not permitted under either federal or state law, rule, or regulation; and

Sale of any animal that is known to carry a contagious or communicable disease that may be passed onto another animal, or a human.

Sound Decibel Level

Amplified sound level limits for entertainment are governed by the City of St. Augustine Noise Code 1964, Section 11-92. A permit from the City of St. Augustine Noise Control Officer is required. The sound decibel level must not exceed 85dB when measure 60 feet from the stage at any point during the sound check or the show.

Curfew

The Amphitheatre, surrounding grounds, and on-site facilities, including the Parking Area, must be closed by 11:30 PM. To facilitate the 11:30PM closing time, all activities associated with the EVENT must cease no later than 10:30 PM.

Reservation of the County, in Order to Handle/Control Health, Safety, Welfare Risks

The County may authorize unannounced inspections of any part of the Amphitheatre, before or during the EVENT, if there a documented health, safety, or welfare concern, that could negatively impact the well-being of the persons attending the EVENT.

EXHIBIT

ST. AUGUSTINE/ST. JOHNS COUNTY AMPHITHEATRE FEE SCHEDULE

A. BASE RENTAL FEE

	Non-Ticketed	Ticketed Event
For Profit		
	Non-Ticketed & Free Events	Ticketed Events
Full Day (6:00AM-Midnight)	\$4,500	\$4,500 + \$2.00 per ticket
Additional Performance	-	\$2.00 per ticket
Daytime Use (7:00AM-2PM)	\$2,000	\$2000 + \$2.00 per ticket
Conference Room (4 hours)	\$200	\$200
Rehearsal		
Load in/out Day	\$1000	\$1000
Not-For-Profit		
	Non-Ticketed & Free Events	Ticketed Events
Full Day (6:00AM-Midnight)	\$1000	\$500 + \$2.00 per ticket or \$1500 flat whichever is greater
Additional Performance	-	\$2.00 per ticket
Daytime Use (7:00AM-2PM)	\$500	\$250 + \$2.00 per ticket
Conference Room (All Day)	\$100	\$100
Rehearsal		
Load in/out Day	\$100	\$100

Governmental

	Non-Ticketed & Free Events	Ticketed Events
Full Day (6:00AM-Midnight)	\$1000	\$500 + \$2.00 per ticket or \$1500 flat whichever is greater
Additional Performance Daytime Use (7:00AM-2PM)	-	\$2.00 per ticket
	\$500	\$250 + \$2.00 per ticket
Conference Room (4 hours)	\$100	\$100
Rehearsal Load in/out Day	\$100	\$100

The Base Rental Fee is on a per day basis.

The Base Rental Fee covers only the Rental of the **Amphitheatre** on the day(s) noted in the **Agreement**, **and those customary** services noted in the **Agreement**.

B. UNSCHEDULED RENTAL FEE

For Profit	\$500.00/day
Not-For-Profit	\$1,000.00/day
Governmental	\$500.00/day

The Unscheduled Rental Fee is imposed at the above-noted per hour rate for situations where USER has not vacated and/or relinquished the Amphitheatre by the expiration date noted in the **Agreement**. It is explicitly noted that the Unscheduled Rental Fee is imposed at the above-noted per hour rate for situations that require the **County** to clean the **Amphitheatre**, **or** remove items of the **USER** in a manner not contemplated by, or expressed in, the **Agreement**, and which occur after the expiration of the **Agreement**.

To the extent that the **County** imposes an Unscheduled Rental Fee on the **USER**, the **County** shall deduct the amount of such Unscheduled Rental Fee from any final payment

due the **USER**. In the event that no final payment is due the **USER**, or the final payment due the **USER** is insufficient to pay the entire **Unscheduled Rental Fee** to the **County**, the **County** may seek to recover the unpaid portion of the **Unscheduled Rental Fee** through any **Deposit** retained by the **County**, or through any available collection process (including a demand letter from the **County**, or the **County's** representative).

C. TICKET SURCHARGE FEE

County shall receive a surcharge in the amount of **\$2.00** for each ticket sold related to **USER'S EVENT**, which will be held at the **Amphitheater**, on the date and time, noted in **Amphitheatre Use Agreement**.

D. SECURITY/POLICE/FIRE/RESCUE/EMT

Standard Charge

Uniformed Police/Law Enforcement	\$30/per hour/per person (2 hour minimum)
Security Guards/Personnel	\$30/per hour/per person (4 hour minimum)
Fire Rescue (2 person minimum)	\$26/per hour/ per person (3 hour minimum)
Fire Rescue with Vehicle (Large)	\$102/per hour (3 hour minimum)

EVENT Security will be on hand at each **EVENT** held at, and/or within the **Amphitheatre**. Depending on the size of the **EVENT**, and the number of people attending the **EVENT**, the number of Security Guards will vary.

The **Amphitheatre** staff, in accordance with the St. Augustine Police Department can make recommendations to the **USER** concerning the number of security personnel and uniformed police officers needed for the **EVENT**. It is expressly understood that police officers or authorized security personnel will be needed, in order to direct and facilitate traffic. The costs for such personnel will be borne by the **USER**.

E. SECURITY DEPOSIT

	Non-Ticketed	Ticketed	Multi-day Event
<u>For Profit</u>	50% of the Base Rental Fee		

Not-For-Profit 50% of the Base Rental Fee

Governmental 50% of the Base Rental Fee

F. STANDARD UTILITY CHARGE

For Profit Included in Base Rental Fee

Not-For-Profit Included in Base Rental Fee

Governmental Included in Base Rental Fee

G. SPECIAL/EXTRAORDINARY UTILITY CHARGES—FOR
RECOGNIZED SPECIAL/EXTRAORDINARY EVENTS

	In Excess of 300 KWH	In Excess of 500 KWH
For Profit	\$ 50.00	\$100.00
Not-For-Profit	\$ 50.00	\$100.00
Governmental	\$ 50.00	\$100.00

Instead of the above incremental charge, the County and USER may agree to a flat Special/Extraordinary Charge of Seventy-Five dollars (\$75.00). In order to agree to this flat fee, both the County and USER shall sign hereafter:

ON BEHALF OF COUNTY: _____ Date: _____

ON BEHALF OF USER: _____ Date: _____

H. RENTAL FEE FOR AMPHITHEATRE CONFERENCE ROOM

For Profit \$200/4 hours \$500/day

Not-For-Profit \$100/4 hours \$300/day

Governmental \$100/4 hours \$300/day

I. SCHEDULE OF PAYMENTS AND RECONCILIATION

USER shall pay the County all applicable fees/charges as noted in this Fee Schedule, and in the manner, method, and timeframe set forth in the attached, and incorporated Amphitheatre Use Agreement.

**St. Augustine/St. Johns County Amphitheatre
Non-Profit User Guide
2007**



1340 A1A South, #C
St. Augustine, FL 32080
Office: (904) 471-1965

The Facility

The St. Augustine Amphitheatre is a 16-acre outdoor theatre located on Anastasia Island between Highway A1A and Anastasia State Park and Recreation area, one and a half miles south of the City of St. Augustine. The Amphitheatre has 60' X 38' X 30' covered proscenium stage, three large dressing rooms, two VIP dressing rooms, a green room, two production offices, a 30' X 60' rehearsal/meeting room, a catering kitchen, two leveling loading docks, and bus parking with shore power. The house lighting and sound systems are operated from a front-of-house technical station located in the seating bowl 65' from the lip of the stage center.

The Amphitheatre has 3,586 permanent seats, including handicapped seating, with flexible areas providing approximately 1,000 additional. 2,500 seats are under a truss-supported tensile Teflon-coated fiberglass canopy with 1,000 seats located in the grandstand.

Administration is conducted from the box office/administration building centered on the north side of the parking lot. The box office has 8 ticket kiosks for customer service, will call, tickets purchases, & special requests.

Rate Sheet & Estimated Costs

Rental Fees – NON PROFIT ORGANIZATIONS

	Non-Ticketed & Free Events	Ticketed Events
Full Day (6:00AM-Midnight)	\$1000	\$500 + \$1.00 per ticket or \$1500 flat whichever is greater
Additional Performance Daytime Use (7:00AM-2PM)	-	\$1.00 per ticket
Conference Room (All Day)	\$500	\$250 + \$1.00 per ticket
Rehearsal	\$100	\$100
Load in/out Day	\$100	\$100

The Full Day rental fee includes: on-site event manager, trash services, & maintenance person.

Facility Fee

A Facility Fee of \$2.00 will be added to every ticket sold at the St. Augustine Amphitheatre.

6% Sales Tax is charged on all venue rentals.

Additional Service Rates & Fees Available (If Applicable)

Box Office & Ticket Takers (6 people)	\$10.00 per hour
After Show Maintenance Fee (Required)	\$100.00

Security, Police, & Fire Rescue

Event Security will be on hand at each event held within the St. Augustine Amphitheatre. Depending on the size of the event & the number of people attending, the number of security guards will vary.

The St. Augustine Amphitheatre staff, in accordance with the St. Augustine Police Department can make recommendations to the promoter the

number of security personnel necessary and the number of uniformed police officers. Police officers are also needed to direct and facilitate traffic.

Uniformed Police	\$30 p/h (2 Hour Minimum)
Security Guards	\$30 p/h (4 Hour Minimum)
Fire Rescue (2)	\$26.00 p/h (3 Hour Minimum)
Fire Rescue with Vehicle (Lg. Event)	\$102.00 p/h (3 Hour Minimum)

Fire Rescue/EMT must be on hand for shows of more than 1,500 guests.

For smaller shows, Amphitheatre staff will notify the St. Johns County Fire Department of the event, however, they are not required on premises.

Stage Hands & Riggers

User is responsible for staffing all stagehands and backstage assistance. The following are a list of local qualified personnel able to operate the lighting and sound equipment.

Payment Terms

The base rent of \$500.00 will act as a hold date deposit on the Amphitheatre's calendar. The deposit will be applied to the overall rental fee of the facility.

Advertising

Advertising for an event is not permitted, nor may tickets go on sale, until minimum rent, verified seating manifest & signed contract have been received and approved.

All advertising for an event at the St. Augustine Amphitheatre must include the physical address:

St. Augustine Amphitheatre
1340C A1A South
St. Augustine, FL 32080
Phone: (904) 471-1965

All advertising must use the official St. Augustine Amphitheatre logo and colors.

Tickets

Tickets must be sold through the St. Augustine Amphitheatre's ticket provider, Ticketmaster unless otherwise stipulated. Events with a low ticket do not have to go through Ticketmaster.

The St. Augustine Amphitheatre requires **20 complementary tickets** for promotional purposes.

Settlement

The St. Augustine Amphitheatre requires a box-office statement and settlement of all money, *except the damage deposit*, upon the closing of the box office for the final show. A promoter representative, box office representative, & a member of Amphitheatre staff are required to finalize all costs.

Insurance Requirements

User must obtain for the length of the rental agreement (including load-in and load-out times), General Liability Insurance on a Comprehensive General Liability form or an equivalent Policy form showing current coverage if not less than \$1,000,000.00 commercial general liability.

The policy must **specifically include St. Johns County as an Additional insured by policy endorsement.**

Liquor Liability Insurance

All users serving alcohol must show proof of liquor liability insurance coverage in the amount of one million dollars (\$1,000,000) per occurrence.

The policy must **specifically include St. Johns County as an ADDITIONAL INSURED by policy endorsement.**

Address:

St. Johns County/St. Augustine Amphitheatre
1340 A1A South, # C
St. Augustine, FL 32080

User must present documentation demonstrating that worker's compensation is provided for all employees hired by User for the event.

The User shall furnish the appropriate insurance certificates no later than **10 business days** prior to the commencement of set-up for the stated event.

Any questions regarding insurance should be directed to Jenai Master or Tommy Bledsoe of St. Augustine Amphitheatre management staff at (904) 471-1965.

Weather

All Events are Rain or Shine! Tickets are non-refundable.

Hurricane Season Information

Shows booked during hurricane season have a much higher risk of weather related cancellations. If St. Johns County is under a Tropical Storm or Hurricane Watch or Warning, the planned event **will be cancelled**. This is the only case in which tickets will be refunded and a show will be rescheduled due to weather.

Amphitheatre Management is responsible for notifying the user by **11:00 AM** the day of the show the decision to postpone or cancel. It will be the roll of the Promoter to notify Artists.

Special Event Insurance can be purchased in the event of a weather related cancellation. The St. Augustine Amphitheatre does not require it. Please note that no insurance may be purchased if there is a tropical storm or hurricane in the ocean.

Smoking

Smoking is not permitted in the seating areas. There are designated smoking areas equipped with ashtrays in the Plaza.

The designated smoking area backstage is the screened porch located behind the conference room. Smoking is not permitted anywhere within the stage building.

Sound Decibel Level

Amplified sound level limits for entertainment are governed by the City of St. Augustine Noise Code 1964, Section 11-92. A permit from the City of St. Augustine Noise Control Officer is required. The sound decibel level must not exceed **100dBa** when measured 60 ft. from stage at any point during sound check or the show.

Curfew

The premises and all facilities must be closed to the public no later than **11:30 PM**. To facilitate the 11:30 PM closing time, all entertainment activities must cease at **10:30 PM**.

PARKING PLAN INFORMATION

Location	Distance from Amphitheatre	# of Spots
Amphitheatre On-Site		360
Elks Lodge	Next Door	200
State Park	1 Mile	350
RB Hunt + Soccer Field	Less than 1 Mile	700
Alligator Farm	Less than 1 Mile	130
Total		1790

The St. Augustine Amphitheatre has 360 onsite parking spaces. The Elks lodge next door has 200 spaces.

The spots located on the property are primarily Handicap & VIP Parking. The rest on site will be first come first serve.

Backstage Parking

Backstage parking can accommodate 2 tractor trailers, 2 tour busses, & 15 cars. For backstage parking passes, please notify Amphitheatre staff.

Satellite Parking

The St. Augustine Amphitheatre utilizes 4 off-site satellite parking lots for overflow. These include; Anastasia State Park (350) & RB Hunt Elementary School/Soccer Field (700), The Alligator Farm (130).

Each of these sites is located within 1 mile of the St. Augustine Amphitheatre. 12 shuttles are available with the capacity to hold 40 people each. Please notify Amphitheatre staff to make all arrangements for Parking & Transportation.

ST. AUGUSTINE AMPHITHEATRE
FACILITY SPECIFICATIONS

GENERAL INFORMATION:

TELEPHONE NUMBERS :

Administrative Offices (904) 471-1965
Administrative Offices - FAX (904) 471-1965

KEY PERSONNEL :

Special Events Manager	Tommy Bledsoe 904-669-1293
Marketing and Promotions Manager	Ryan Dettra 904-669-5159
Sales and Administrative Manager	Jenai Master 904-669-5541
Front of House	Jenai Master
Publicity Manager	Ryan Dettra
Box Office Manager	Jenai Master
Kitchen/Concessions Manager	TBA

E-MAIL ADDRESSES:

Administrative Offices	tbledsoe@co.st-johns.fl.us
Marketing & Booking	rdettra@co.st-johns.fl.us
Sales and Box Office	jmaste@co.st-johns.fl.us

AUDITORIUM SEATING CAPACITY:

Fixed Stadium Seats: 3,548; Handicapped seating: 38

- Covered Stadium Seating: 1,067 VIP Fixed Seats
- General Fixed Seats: 1,339
- Grandstand Seating (not covered): 1,044
- Wheelchair/Handicapped Seating Positions: 38
- Flexible seating areas: tables, chairs, ground seating, tents, etc.
 - Orchestra pit: 2,500 sq. ft. flat concrete
 - Grass seating: 2 @ 2,000 sq. ft., flat, side of grandstand

THEATRE AND SERVICE ENTRANCE:

- Main entrances:
1340 A1A South
St. Augustine, FL 32080

- Service and backstage entrance:
200 yards north of Main entrance; access from Hwy. A1A

KITCHEN & CATERING:

Kitchen catering and concession services must be arranged through the Kitchen Manager TBD.

RESTRICTIONS: The premises and all facilities located thereon shall be closed to the public no later than 11:30 PM each night. To facilitate the 11:30 closing time, all entertainment activities shall cease at 10:30 PM.

STAGE INFORMATION:

ELECTRIC SPECIFICATIONS:

COMPANY SWITCH :

- Located upstage right:
600 AMP/ 3 phase with lugs
200 AMP/3 phase with Camlock disconnects and lugs
- Located upstage left:
400 AMP/ 3 phase with Camlock disconnects and lugs

LOADING:

- Two receiving bays with Autodok adjustable loading ramps – No HVAC
- Receiving area: 24' X 24' with 2-12' roll-up doors
- Access to stage by 12' roll-up door from receiving or 2-6'8" double doors SL & SR
- Restroom in receiving area

SHORE POWER:

Two (2) parking bays with Hubble model 560M119W with 60 amp 5-pin electrical outlets and data/phone ports

GENERAL STAGE SPECIFICATIONS:

Stage is a concrete platform at ground level, paintable.
Portable staging in 5' X 7' X 32" available; max 30' X 42'

HANGING RATINGS:

- 2000lb. point load; 84 hoist points; maximum load 60,000 lbs.
- Access to hoist points by Genie lift (rental)
- Catwalk access to lighting battens along perimeter SL, SR, & FOH.

STAGE DIMENSIONS:

Height of Stage at Low Steel	29' 7"
Height of Stage at Proscenium	34'
Width of Stage at Proscenium	60'
Seating floor to stage floor	3' 5"
Apron from Plaster Line	4' 5"
Width of Stage at plaster line	60'
Depth of Stage from Plaster Line	38' 7"
Wings – S/R	12' X 38'
Wings – S/L	13'X38'
Rotodrapes masking panels S/R and S/L	3 @ side 10' X 20'

ORCHESTRA PIT DIMENSIONS:

Depth of Orchestra pit	3' 5"
Distance from Orchestra pit to permanent seating	43'
Width of Orchestra Pit	70'
Area of Orchestra Pit	2,500 sq. ft.

SOUND EQUIPMENT:**MIXING CONSOLE:**

Yamaha M7CL 40 channel; 4 stereo inputs, 3 mini-YGDAI card slots.

SPEAKERS:

Main cluster line array – 6 EV XLci 127+ @ side

Main cluster line array subwoofer - 3 EV XLci 118 @ side

MICROPHONES:

2 @ Shure SM 58 handheld wireless

6 @ Shure SM-58

4 @ Audio Technica 813a

DIRECT BOXES

2 @ Countryman Type 85

MICROPHONE STANDS:

18 @ Atlas Soundolier MS12CE

18 @ Atlas Soundolier TL34E with PB-21XE boom

MICROPHONE CABLE:

24 assorted

PLAYBACK EQUIPMENT:

Marantz PMD502 CD player

MONITOR SYSTEM:

4 @ EV T221M speakers

INTERCOM SYSTEM:

A ClearCom two-channel production intercom system for technical communications is distributed to technical control locations, including:

8 @ Clear Com RS-501 belt packs

6 @ Clear Com CC-95 single muff headsets

2 @ Clear Com CC-260 dual muff headsets

1 @ Sony MDR-7506

DOWNSTAGE SOUND POINTS:

Two speaker bays with roll-up doors located 38' on either side of center stage.

Center fill position mounted 27' above DSC

LIGHTING CONTROL SYSTEM :

ETC Express 48/96 lighting console

FOLLOW SPOTS: TBD

DIMMER SCHEDULE: TBD

LIGHTING FIXTURES

12 @ ETC Source Four 19 degree Ellipsoidal

64 @ Altman Stage Lighting Outdoor Par 64

12 @ Altman Stage Lighting Par 38 Borderlight

12 @ Altman Stage Lighting SKY-CYC-02 H

Dimmer controls operable from control booth, stage right, or FOH lighting console.

MISC. EQUIPMENT:

8' ladder

DOWNSTAGE LIGHTING POINTS:

Catwalk access to lighting battens SR, SL, FOH

MISCELLANEOUS:

Access to lighting by genie lift (rental)
Concerts must end by 10:30 P.M.

RISERS:

80 Portable wooden riser platforms – 3.5' X 5' X 5"
Bil-Jax portable stage – 32" height; max size 30' X 42' in 5' X 7' sections

ORCHESTRA CHAIRS & STANDS:

25 Padded straight-back chairs (19 blue, 6 red) on site; stands and additional chairs are available from rental companies.

FILM PROJECTION SYSTEM : TBD

DRESSING ROOMS :

All dressing rooms and green room are located along backstage hallway, with access to stage by double doors upstage right and left.

Dressing Room 1	18' X 25' 8"
Restrooms (4) with shower	
Dressing Room 2	18' X 25' 8"
Restroom (4) with shower	
Dressing Room 3	13' X 22' 6"
ADA restroom with shower	
Green Room	11' X 25' 8"
VIP 1 Dressing Room	7' X 11'
Private, with shower	
VIP 2 Dressing Room	7' X 11'
Private, with shower	
Legacy Room	24' 4" X 54' 6"
Screen Porch	15' 6" X 24' 4"
Production Crew room 1	11' X 12'
Production Crew room 2	11' X 12'

Notes:

All dressing rooms equipped with dressing tables, lights, mirrors, chairs, sinks, toilets and showers. Dressing room 3 has a handicapped restroom.

WARDROBE :

Portable clothes racks are available.

HISTORICAL NOTES:

- The St. Augustine Amphitheatre was built in 1965 as home to "Cross and Sword" an outdoor drama that became the State Play of Florida. Acquired by St. Johns County in 2000.
- A major renovation project begun in 2001 and completed in 2007 converted the Theatre to a multi-use partially covered outdoor performing arts center.
- Nature trails and arboretum are located on the property.

AMPHITHEATRE SUPPORT FEATURES:

- Parking available on-site for approximately 350 cars. Off-site parking and shuttle service by arrangement.
- Entrance plaza for pre-concert events approx. 5,000 sq. ft. with 12' covered pavilions on three sides; electrical and data ports, 2 @ side.
- Concessions and catering kitchen available on site – call for information.
- Concession/beverage cart stations with electrical and data ports located on circulation walkways; two (2) @ side – call for information.
- Merchandise outlet centrally located in Guest Services building.
- Adjacent to Anastasia State Park; 200 campsites available

Vendor Rules & Regulations for Festivals

At this time, the St. Augustine Amphitheatre does not have an onsite concessionaire. Users of the facility may bring in their own concessionaire with approval by Amphitheatre staff.

Cost to User

Food	\$75.00 each location
Alcohol	\$400.00 pouring rights

The St. Augustine Amphitheatre does not hold a liquor license. It is the job of the concessionaire to apply for and purchase a temporary liquor license from the Florida Department of Business & Professional Regulation.

Contact:

Department of Business & Professional Regulation
Division of Alcohol & Tobacco
(850) 487-1395

*Application Information is attached. Please see Liquor Liability Insurance requirement.

Vendor Information for Festivals

The St. Augustine Amphitheatre has strict guidelines on vendor placement throughout the facility.

A "Vendor Layout Map" must be filled out and delivered to St. Augustine Amphitheatre staff no later than **7 business days** prior to the event. This will help mitigate any problems that may arise with placement.

Food vendors must present a copy of their license issued by The Department of Business & Professional Regulation (DBPR) enabling them to serve prepared food. Vendors that own a restaurant may be exempt from this license. Please see the enclosed *Guide to Temporary Food Service Events*.

Vendors must remove their storage vehicles 2 hours prior to the start of the event. They must find off site parking due to the limited amount of on-site parking at the Amphitheatre.

All trash is to be placed in the dumpsters in the backstage receiving area.

**St. Augustine/St. Johns County Amphitheatre
For Profit Promoter Guide
2007**



1340 A1A South, #C
St. Augustine, FL 32080
Office: (904) 471-1965

The Facility

The St. Augustine Amphitheatre is a 16-acre outdoor theatre located on Anastasia Island between Highway A1A and Anastasia State Park and Recreation area, one and a half miles south of the City of St. Augustine. The Amphitheatre has 60' X 38' X 30' covered proscenium stage, three large dressing rooms, two VIP dressing rooms, a green room, two production offices, a 30' X 60' rehearsal/meeting room, a catering kitchen, two concessions areas, a merchandising area, two leveling loading docks, and bus parking with shore power. The house lighting and sound systems are operated from a front-of-house technical station located in the seating bowl 65' from the lip of the stage center.

The Amphitheatre has 3,548 permanent seats, including handicapped seating, with flexible areas providing approximately 1,000 additional. 2,500 seats are under a truss-supported tensile Teflon-coated fiberglass canopy with 1,000 seats located in the grandstand.

Administration is conducted from the box office/administration building centered on the north side of the parking lot. The box office has 8 ticket kiosks for customer service, will call, tickets purchases, & special requests.

On-site parking has the capacity to hold 550 cars. This includes VIP & Handicap Parking spaces. Satellite parking is within walking distance at the Elks Lodge and by shuttle service at RB Hunt Elementary School (700 spaces) and Ron Parker Park (200 spaces).

Rate Sheet & Estimated Costs

Minimum Rental Fee – Entire Facility

	Non-Ticketed	Ticketed Events
Full Day (7:00AM-Midnight)	\$4000	\$4500
Additional Performance	\$1000	\$1500
Daytime Use (7:00AM-2PM)	\$1000	\$1500
Conference Room (4 hours)	\$100	\$100
Rehearsal		
Load in/out Day	\$1000	\$1000

The Full Day rental fee includes: Full use of the entire facility including the conference room, backstage, parking lots and plaza. Event services include on-site event manager, volunteer coordinator & volunteers, trash services, maintenance person, strategic parking plan complete with shuttles, parking attendants and security.

All rates are subject to change without notice.

Additional Service Rates & Fees

Basic House Sound and Lighting System with one tech	\$750.00
Box Office & Ticket Takers (12 people)	\$10.00 per hour
After Show Maintenance Fee (Required)	\$500.00

Security, Police, & Fire Rescue

Event Security will be on hand at each event held within the St. Augustine Amphitheatre. Depending on the size of the event & the number of people attending, the number of security guards will vary.

The St. Augustine Amphitheatre staff, in accordance with the St. Augustine Police Department can make recommendations to the promoter the number of security personnel necessary and the number of uniformed police officers. Police officers are also needed to direct and facilitate traffic.

Uniformed Police	\$30 p/h (2 Hour Minimum)
Security Guards	\$30 p/h (4 Hour Minimum)
Fire Rescue (2)	\$26.00 p/h (3 Hour Minimum)
Fire Rescue with Vehicle (Large)	\$102.00 p/h (3 Hour Minimum)

Fire Rescue/EMT must be on hand for shows of more than 1,000 guests.

For smaller shows, Amphitheatre staff will notify the St. Johns County Fire Department of the event, however, they are not required on premises.

Stage Hands & Riggers

Promoter is responsible for staffing all stagehands and backstage assistance. A rate sheet is available by contacting the Amphitheatre.

Facility Fee

A Facility Fee of \$2.00 will be added to every ticket sold at the St. Augustine Amphitheatre.

Payment Terms

For private promoters, a **non-refundable \$1000.00** deposit is required to hold a date on the Amphitheatre's calendar. For Not-for-Profit groups, a **\$500.00** deposit is required. The deposit will be applied to the overall rental fee of the facility.

Advertising

Advertising for an event is not permitted, nor may tickets go on sale, until minimum rent, verified seating manifest & signed contract have been received and approved.

All advertising for an event at the St. Augustine Amphitheatre must include the physical address:

St. Augustine Amphitheatre
1340C A1A South
St. Augustine, FL 32080
Phone: (904) 471-1965

All advertising must use the official St. Augustine Amphitheatre logo and colors.

Security Deposit

A security deposit of \$500.00 is required at the time of the signed contract. It will be returned no later than 72 hours after the close of the final show. Amphitheatre staff retains the right to assess the facility and charge for any damage caused during an event.

Tickets

Tickets must be sold through Ticketmaster, the St. Augustine Amphitheatre's ticket provider.

The St. Augustine Amphitheatre requires **250 complementary tickets** for promotional purposes.

Settlement

The St. Augustine Amphitheatre requires a box-office statement and settlement of all money, *except the damage deposit*, upon the closing of the box office for the final show. A promoter representative, box office representative, & a member of Amphitheatre staff are required to finalize all costs.

Insurance Requirements

User must obtain for the length of the rental agreement (including load-in and load-out times), General Liability Insurance on a Comprehensive General Liability form or an equivalent Policy form showing current coverage if not less than \$1,000,000.00 commercial general liability.

The policy must **specifically include "St. Johns County, a political subdivision of the State of Florida"** as an additional insured by policy endorsement.

Liquor Liability Insurance

All users serving alcohol must show proof of liquor liability insurance coverage in the amount of one million dollars (\$1,000,000) per occurrence.

The policy must **specifically include "St. Johns County, a political subdivision of the State of Florida"** as an additional insured by policy endorsement.

Address:

St. Johns County/St. Augustine Amphitheatre
1340 A1A South, # C
St. Augustine, FL 32080

User must present documentation demonstrating that worker's compensation is provided for all employees hired by User for the event.

The User shall furnish the appropriate insurance certificates no later than **10 business days** prior to the commencement of set-up for the stated event.

Any questions regarding insurance should be directed to Jenai Master or Tommy Bledsoe of St. Augustine Amphitheatre management staff at (904) 471-1965.

Weather

All Events are Rain or Shine! Tickets are non-refundable.

Hurricane Season Information

Shows booked during hurricane season have a much higher risk of weather related cancellations. If St. Johns County is under a Tropical Storm or Hurricane Watch or Warning, the planned event **will be cancelled**. This is the only case in which tickets will be refunded and a show will be rescheduled.

Amphitheatre Management is responsible for notifying the promoter by **11:00 AM** the day of the show the decision to postpone or cancel. It will be the roll of the Promoter to notify Artists.

Special Event Insurance can be purchased in the event of a weather related cancellation. The St. Augustine Amphitheatre does not require it. Please note that no insurance may be purchased if there is a tropical storm or hurricane in the ocean.

Smoking

Smoking is not permitted in the seating areas. There are designated smoking areas equipped with ashtrays in the Plaza.

The designated smoking area backstage is the screened porch located behind the conference room. Smoking is not permitted anywhere within the stage building.

Sound Decibel Level

Amplified sound level limits for entertainment are governed by the City of St. Augustine Noise Code 1964, Section 11-92. A permit from the City of St. Augustine Noise Control Officer is required. The sound decibel level must not exceed 100dBa when measured 60 ft. from stage at any point during sound check or the show.

Curfew

The premises and all facilities must be closed to the public no later than **11:30 PM**. To facilitate the 11:30 PM closing time, all entertainment activities must cease at **10:30 PM**.

PARKING PLAN INFORMATION

Location	Distance from Amphitheatre	# of Spaces
Amphitheatre On-Site		375
Elks Lodge	Adjacent	200
RB Hunt + Soccer Field	Less than 1 Mile	700
Alligator Farm	Less than 1 Mile	130
Ron Parker Park	More than 1 Mile	100
Total		1501

The St. Augustine Amphitheatre has 575 onsite parking spaces including the Elks Lodge located next door.

The spots located on the property are primarily Handicap & VIP Parking.

Backstage Parking

Backstage parking can accommodate 2 tractor trailers, 2 tour busses, & 20 cars. For backstage parking passes, please notify Amphitheatre staff.

Satellite Parking

The St. Augustine Amphitheatre utilizes 4 off-site satellite parking lots for overflow. These include; RB Hunt Elementary School/Soccer Field (700), The Alligator Farm (130) and Ron Parker Park (100).

Each of these sites is located within 1 mile of the St. Augustine Amphitheatre. 12 shuttles are available with the capacity to hold 40 people each. Please notify Amphitheatre staff to make all arrangements for Parking & Transportation.

ST. AUGUSTINE AMPHITHEATRE FACILITY SPECIFICATIONS

GENERAL INFORMATION:

TELEPHONE NUMBERS :

Administrative Offices

(904) 471-1965

Administrative Offices - FAX

(904) 471-1965

KEY PERSONNEL :

Special Events Manager

Tommy Bledsoe 904-209-3750

Marketing and Promotions Manager

Ryan Dettra 904-209-3751

Sales and Administrative Manager

Jenai Master 904-209-3752

**Front of House
Publicity Manager
Box Office Manager
Kitchen/Concessions Manager**

**Jenai Master
Ryan Dettra
Jenai Master
TBA**

E-MAIL ADDRESSES:

**Administrative Offices
Marketing & Booking
Sales and Box Office**

**tbledsoe@co.st-johns.fl.us
rdettra@co.st-johns.fl.us
jmaster@co.st-johns.fl.us**

AUDITORIUM SEATING CAPACITY:

Fixed Stadium Seats: 3,548; Handicapped seating: 38

- Covered Stadium Seating: 1,067 VIP Fixed Seats
- General Fixed Seats: 1,339
- Grandstand Seating (not covered): 1,044
- Wheelchair/Handicapped Seating Positions: 38
- Flexible seating areas: tables, chairs, ground seating, tents, etc.
 - Orchestra pit: 2,500 sq. ft. flat concrete
 - Grass seating: 2 @ 2,000 sq. ft., flat, side of grandstand

THEATRE AND SERVICE ENTRANCE:

- Main entrances:
1340 A1A South
St. Augustine, FL 32080
- Service and backstage entrance:
200 yards north of Main entrance; access from Hwy. A1A

KITCHEN & CATERING:

Kitchen catering and concession services must be arranged through the Kitchen Manager TBD.

RESTRICTIONS: The premises and all facilities located thereon shall be closed to the public no later than 11:30 PM each night. To facilitate the 11:30 closing time, all entertainment activities shall cease at 10:30 PM.

STAGE INFORMATION:

ELECTRIC SPECIFICATIONS:

COMPANY SWITCH :

- Located upstage right:
600 AMP/ 3 phase with lugs
200 AMP/3 phase with Camlock disconnects and lugs
- Located upstage left:
400 AMP/ 3 phase with Camlock disconnects and lugs

LOADING:

- Two receiving bays with Autodok adjustable loading ramps – No HVAC
- Receiving area: 24' X 24' with 2-12' roll-up doors
- Access to stage by 12' roll-up door from receiving or 2-6'8" double doors SL & SR
- Restroom in receiving area

SHORE POWER:

Two (2) parking bays with Hubble model 560M119W with 60 amp 5-pin electrical outlets and data/phone ports

GENERAL STAGE SPECIFICATIONS:

Stage is a concrete platform at ground level, paintable.
Portable staging in 5' X 7' X 32" available; max 30' X 42'

HANGING RATINGS:

- 2000lb. point load; 84 hoist points; maximum load 60,000 lbs.
- Access to hoist points by Genie lift (rental)
- Catwalk access to lighting battens along perimeter SL, SR, & FOH.

STAGE DIMENSIONS:

Height of Stage at Low Steel	29' 7"
Height of Stage at Proscenium	34'
Width of Stage at Proscenium	60'
Seating floor to stage floor	3' 5"
Apron from Plaster Line	4' 5"
Width of Stage at plaster line	60'
Depth of Stage from Plaster Line	38' 7"
Wings – S/R	12' X 38'
Wings – S/L	13'X38'
Rotodrapier masking panels S/R and S/L	3 @ side 10' X 20'

ORCHESTRA PIT DIMENSIONS:

Depth of Orchestra pit	3' 5"
Distance from Orchestra pit to permanent seating	43'
Width of Orchestra Pit	70'
Area of Orchestra Pit	2,500 sq. ft.

SOUND EQUIPMENT:

MIXING CONSOLE:

Yamaha M7CL 40 channel; 4 stereo inputs, 3 mini-YGDAI card slots.

SPEAKERS:

Main cluster line array – 6 EV XLci 127+ @ side

Main cluster line array subwoofer - 3 EV XLci 118 @ side

MICROPHONES:

2 @ Shure SM 58 handheld wireless

6 @ Shure SM-58

2 @ Audio Technica 813a

DIRECT BOXES

2 @ Countryman Type 85

MICROPHONE STANDS:

18 @ Atlas Soundolier MS12CE

18 @ Atlas Soundolier TL34E with PB-21XE boom

MICROPHONE CABLE:

24 assorted

PLAYBACK EQUIPMENT:

Marantz PMD502 CD player

MONITOR SYSTEM:

4 @ EV T221M speakers

INTERCOM SYSTEM:

A ClearCom two-channel production intercom system for technical communications is distributed to technical control locations, including:

8 @ Clear Com RS-501 belt packs

6 @ Clear Com CC-95 single muff headsets

2 @ Clear Com CC-260 dual muff headsets

1 @ Sony MDR-7506

DOWNSTAGE SOUND POINTS:

Two speaker bays with roll-up doors located 38' on each side of center stage.

LIGHTING CONTROL SYSTEM :

Strand 300 Series 91802 Palette Series Console, 48/96 channels

Dimmer controls operable from control booth, stage right, or FOH lighting console.

FOLLOW SPOTS: TBD

DIMMER SCHEDULE: TBD

LIGHTING FIXTURES

12 @ ETC Source Four 19 Degree Ellipsoidal

64 @ Altman Stage Lighting Outdoor Par 64
12 @ Altman Stage Lighting Par 38 Borderlight
12 @ Altman Stage Lighting SKY-CYC-02 H

MISC. EQUIPMENT:

8' ladder

DOWNSTAGE LIGHTING POINTS:

Catwalk access to lighting battens SR, SL, FOH

MISCELLANEOUS:

Access to lighting by genie lift (rental)
Concerts must end by 10:30 P.M.

RISERS:

80 Portable wooden riser platforms – 3.5' X 5' X 5"
Bil-Jax portable stage – 32" height; max size 30' X 42' in 5' X 7' sections

ORCHESTRA CHAIRS & STANDS:

25 Padded straight-back chairs (19 blue, 6 red) on site; 100 folding chairs; stands and additional chairs are available from rental companies.

FILM PROJECTION SYSTEM :

In-house movie projection system and an 18'x32' screen suspended 20' from DSC, 9' maximum clearance from floor.

DRESSING ROOMS :

All dressing rooms and green room are located along backstage hallway, with access to stage by double doors upstage right and left.

Dressing Room 1	18' X 25' 8"
Restrooms (4) with shower	
Dressing Room 2	18' X 25' 8"
Restroom (4) with shower	
Dressing Room 3	13' X 22' 6"
ADA restroom with shower	
Green Room	11' X 25' 8"
VIP 1 Dressing Room	7' X 11'
Private, with shower	
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Screen Porch	15' 6" X 24' 4"
Production Crew room 1	11' X 12'
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Notes:

All dressing rooms equipped with dressing tables, lights, mirrors, chairs, sinks, toilets and showers. Dressing room 3 has a handicapped restroom.

WARDROBE :

Portable clothes racks are available.

HISTORICAL NOTES:

- The St. Augustine Amphitheatre was built in 1965 as home to "Cross and Sword" an outdoor drama that became the State Play of Florida. Acquired by St. Johns County in 2000.
- A major renovation project begun in 2001 and completed in 2007 converted the Theatre to a multi-use partially covered outdoor performing arts center.
- Nature trails and arboretum are located on the property.

TECHNICAL AND PRODUCTION STAFF

The Amphitheatre has technical and production staff familiar with our facility and equipment. We recommend the following:

Audio:	Bill Parker, Owner B&S Audio, Inc. 904-347-7665 bdotp@msn.com	Andrew Douglas Invisible Audio, Inc. 904-249-4931
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Lighting:	Mike Bobbin The Lighting Connection
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Video, Audio, Lighting:	Scott Mitchell Hall 904-315-5403
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AMPHITHEATRE SUPPORT FEATURES:

- Parking available on-site for approximately 350 cars. Off-site parking and shuttle service by arrangement.
- Entrance plaza for pre-concert events approx. 5,000 sq. ft. with 12'x30' covered pavilions on three sides; electrical and data ports, 2 @ side.
- Concessions and catering kitchen available on site – call for information.
- Concession/beverage cart stations with electrical and data ports located on circulation walkways; two (2) @ side – call for information.
- Merchandise outlet centrally located in Guest Services building.
- Adjacent to Anastasia State Park; 200 campsites available

VENDOR RULES AND REGULATIONS FOR FESTIVALS

At this time, the St. Augustine Amphitheatre does not have an onsite concessionaire. Users of the facility may bring in their own concessionaire with approval by Amphitheatre staff.

Cost to User	
Food	\$75.00 each location

Alcoholic Beverages

\$400.00 pouring rights

The St. Augustine Amphitheatre does not hold a liquor license. It is the job of the concessionaire to apply for and purchase a temporary liquor license from the Florida Department of Business & Professional Regulation.

Contact:

Department of Business & Professional Regulation
Division of Alcohol & Tobacco
(850) 487-1395

*Application Information is attached. Please see Liquor Liability Insurance requirement.

Vendor Information for Festivals

The St. Augustine Amphitheatre has strict guidelines on vendor placement throughout the facility.

A "Vendor Layout Map" must be filled out and delivered to St. Augustine Amphitheatre staff no later than **7 business days** prior to the event. This will help mitigate any problems that may arise with placement.

Food vendors must present a copy of their license issued by The Department of Business & Professional Regulation (DBPR) enabling them to serve prepared food. Vendors that own a restaurant may be exempt from this license. Please see the enclosed *Guide to Temporary Food Service Events*.

Vendors must remove their storage vehicles 2 hours prior to the start of the event. They must find off site parking due to the limited amount of on-site parking at the Amphitheatre.

All trash is to be placed in the dumpsters in the backstage receiving area.

**St. Augustine/St. Johns County Amphitheatre
Co-Promoter Use Guide
2007**



1340 A1A South, #C
St. Augustine, FL 32080
Office: (904) 471-1965



**ST. AUGUSTINE/ST. JOHNS COUNTY AMPHITHEATRE
CO-PROMOTER USE AGREEMENT**

THIS EVENT CO-PROMOTION AGREEMENT (“Agreement”), made this ____ day of _____, 20__, by and between St. Johns County, Florida, (“County”), a political subdivision of the State of Florida, and _____.

WHEREAS, County is responsible for the operation and management of the St. Augustine Amphitheatre (“Amphitheatre”), which is located at 1340 A1A South, and which is a part of the Recreation and Parks Department.

WHEREAS, Co-Promoter is a Limited Liability Corporation licensed by the State of Florida.

WHEREAS, _____, (“EVENT”) will be conducted at the Amphitheatre on day of _____, 20__.

WHEREAS, County and Co-Promoter both desire to engage in certain promotion and marketing efforts with respect to EVENT, pursuant to the terms and conditions of this Agreement.

WHEREAS, the Board of County Commissioners of St. Johns County, Florida (“Board”) has determined that it is in the interests of the County to enter into, and execute this Agreement.

NOW THEREFORE, the parties hereto, for, and in consideration of, the mutual covenants, and conditions, hereinafter expressed, so hereby agree as follows:

Section 01. Effect of Recitals.

The above recitals are incorporated by reference into the body of this Agreement, and such recitals are adopted as Findings of Fact.

Section 02. Purpose of this Agreement.

By this Agreement, the County and CO-PROMOTER set forth the terms and conditions to which the undersigned have agreed by their mutual assent, (under the terms, conditions, provisions, and requirements described herein), to conduct marketing and promotion activities related to EVENT, that will take place at the Amphitheatre, which is located within St. Johns County (more particularly noted on Exhibit “A” of this Agreement, which is attached hereto, and

incorporated herein by reference) on the date/dates and time/times noted elsewhere in this Agreement.

Section 03. Duration of this Agreement.

The duration of this Agreement runs from _____, 20____, through_____, 20____. The CO-PROMOTER may request, but is not guaranteed, an extension ranging from one (1) day, to thirty (30) days. If this Agreement is extended, then the County Administrator, or designee, will execute, on behalf of the County, a written extension to this Agreement.

Section 04. Relationship of the County and the CO-PROMOTER.

During the term of this Agreement, the County and CO-PROMOTER shall promote and produce a concert featuring_____.

Section 05. No Third Party Beneficiaries.

Both the County, and the CO-PROMOTER, explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, and inferred to, any other person or entity.

Section 06. Force Majeure.

Neither the County, nor the CO-PROMOTER shall be held in non-compliance with the terms, conditions, provisions, and/or requirements of this Agreement, or suffer any enforcement or penalty relating thereto (including suspension, termination, cancellation, or revocation of this Agreement), where such non-compliance or alleged default occurred and/or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond the control of either the County, or the CO-PROMOTER.

Section 07. Severability.

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

Section 08. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative, and/or legal action arising under this Agreement, shall be in St. Johns County, Florida.

Section 09. Compliance with Laws.

For the duration of this Agreement, which specifically and explicitly covers the duration of the EVENT, the CO-PROMOTER shall abide by, and comply with, any, and all, applicable local, State, and/or Federal laws, codes, rules, regulations, policies, and/or requirements, including, but not limited to: 1) Americans with Disabilities Act ("ADA"); 2) prohibiting discrimination (including wage discrimination); 3) Occupational Safety; 4) environmental safety and hazards; 5) employment (including verification of status/citizenship, compensation, and/or benefits); and 6) firearms.

Section 10. Duties/Responsibilities/Obligations of the CO-PROMOTER.

Under this Agreement, the CO-PROMOTER shall have the following responsibilities/obligations:

abide by, and comply with, all applicable laws, rules, regulations, and policies, as noted elsewhere in this Agreement;

maintain insurance, in the amounts, and according to the conditions set forth elsewhere in this Agreement;

CO-PROMOTER shall provide _____.

Section 11. Duties/Responsibilities/Obligations of the County.

Under this Agreement, the County shall have the following duties/responsibilities/obligations:

COUNTY will _____.

Section 12. Rules, Regulations, and Policies of the Amphitheatre.

The CO-PROMOTER is expected to comply with, and abide by, the Rules, Regulations, and Policies of the Amphitheatre, which is attached, and incorporated, as an Exhibit to this Agreement.

Section 13. Use of County Logo.

Pursuant to, and consistent with, County Ordinance 92-2, and Count Administrative Policy 101.3, the CO-PROMOTER may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County seal without the express written approval of the Board.

Section 14. Use of the Amphitheatre Logo.

The CO-PROMOTER may not manufacture, use, display, or otherwise use any facsimile or reproduction of the Amphitheatre logo without the express written approval of the County.

Section 15. Sign Placement.

The County reserves the right to inspect and monitor the placement of all signs (directional or otherwise), to ensure compliance with the applicable provisions of the County's Sign Ordinance, and in order to ensure the safety of persons walking/traveling/attending the EVENT.

Section 16. Permits and Licenses.

To the extent that the CO-PROMOTER needs to obtain/acquire and/or maintain permits and/or licenses, in order to conduct marketing and promotion activities related to the EVENT, then the CO-PROMOTER shall be responsible for obtaining/acquiring, and/or maintaining at the CO-PROMOTER's sole expense any, and all, permits, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance. Specifically, the CO-PROMOTER shall be required to secure obtain/acquire, and maintain for the duration of this Agreement, any, and all, County, State, or Federal permits, or licenses that are required for, or associated with, marketing and promoting the EVENT.

Section 17. Taxes.

If required, the CO-PROMOTER shall be responsible for the filing of any, and all, Federal, State, and/or local tax returns associated with marketing and promoting the EVENT.

If required, and not otherwise exempt or excluded under this Agreement, then the CO-PROMOTER shall be responsible for the payment of any, and all, applicable Federal, State, and/or local taxes, fees, and or charges associated with marketing and promoting the EVENT.

Section 18. Indemnification.

The CO-PROMOTER agrees to indemnify, defend, and hold harmless forever the County, the Amphitheatre, and all employees and/or officials of the County and Amphitheatre (collectively referred to as "Indemnities"), from, and against, all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees and costs), and liabilities (collectively referred to as "Liabilities") arising out of, resulting from, or in connection with: 1) the EVENT and/or the use of the Amphitheatre; 2) the performance or non-performance of this Agreement, whether it is, or is alleged to be, directly, or indirectly cause, in whole, or in part, by any act, omission, default, or negligence (whether active or passive) of the Indemnities, or any of them; or 3) the failure of the CO-PROMOTER to comply with any of the provisions contained herein, or to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement.

The CO-PROMOTER expressly agrees to indemnify, and hold harmless the Indemnities, or any of them, from and against, all Liabilities, which may be asserted by an employee or former employee of the CO-PROMOTER, or any of the CO-PROMOTER's subcontractors, as provided above, for which the CO-PROMOTER's liability to such employee or former employee would otherwise be limited to payments under state Worker's Compensation or similar laws. This

Indemnity provision shall survive the termination of this Agreement, and shall continue in effect until the expiration of the corresponding statute of limitations of the tolling thereof.

Section 19. Insurance.

The CO-PROMOTER shall comply with, and abide by, all applicable provisions contained in the *Insurance Requirements Policy for use on County Facilities*, which is attached and incorporated as an Exhibit to this Agreement.

Section 20. Terms of Payment.

Within ten (10) calendar days of the EVENT, the County shall reconcile the CO-PROMOTER's upfront payment with the actual fees, costs, expenses, and deposits, in order to determine whether: 1) additional fees, costs, expenses, or charges should be imposed, which would require an additional payment from the CO-PROMOTER, or 2) the CO-PROMOTER is entitled to a refund of any upfront payment.

Section 21. Concessions and Catering.

Under Concessions and Catering Agreement with St. Johns County and _____, which is attached and incorporated to this Agreement, the County will pay to CO-PROMOTER _____% of revenue commissions derived from: 1) sales and serving of all food and confections for consumption within the grounds of the Amphitheatre; and 2) sales and serving of beverages (alcoholic, and non-alcoholic, specifically including water, and water-infused beverages/drinks, fruit drinks, fruit juices, fruit juice-flavored drinks/beverages, coffee, coffee-flavored drinks/beverages, coffee-inspired drinks/beverages, soft drinks, and carbonated beverages of all sorts).

With respect to the sales of souvenirs, novelties, programs, and other merchandise, the terms and conditions associated with sale of such shall be noted in the attached and incorporated Concessions and Catering Agreement, wherein _____ of the sale of Event Merchandise, excluding merchandise belonging specifically to the Amphitheatre or _____, will be shared _____% with CO-PROMOTER and ST. JOHNS COUNTY.

Section 22. Ticket Royalties

COUNTY will pay to CO-PROMOTER _____% of Ticket royalties as per Ticketing Agreement with Ticketmaster, Inc.

Section 23. Access to Records.

The access to, disclosure, non-disclosure, and/or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

Section 24. Obligations With Respect to Materials Subject to Copyright, Trademark, and/or Patent Protection.

It is explicitly understood that the CO-PROMOTER assumes all costs arising from, and/or associated with the use of any material/object subject to copyright, trademark, and/or patent protection, under applicable laws. It is further explicitly understood that the CO-PROMOTER assumes all costs arising from the use of copyrighted, trademarked, or patented materials, equipment, devices, processes, or dramatic rights incorporated in any promotion, and/or advertising, of any sort and/or technology, associated with the EVENT.

The CO-PROMOTER agrees to indemnify, hold harmless, and defend (if the need arises) the County, the Board, the Amphitheatre, and/or any employee/official of the County from any, and all, damages, costs, and expenses in law, or equity, for, or account of, any copyrighted, trademarked, and/or patented materials, equipment, devices, processes, or dramatic rights furnished or used by the CO-PROMOTER, or the CO-PROMOTER's agents, or the CO-PROMOTER's employees, or the CO-PROMOTER's contractors or subcontractors, in connection with any promotion, and/or advertising of any sort, and/or technology, associated with the EVENT.

Section 25. No Agreement Consummated Without Execution by Authorized Representatives of County and CO-PROMOTER.

It is expressly noted that this Agreement is not consummated, and no contractual obligations held enforceable against either the County or the CO-PROMOTER until this Agreement is executed by authorized representatives of both the County and CO-PROMOTER. With respect to the County, the Chairperson of the Board, or the County Administrator, or designee (either noted by name or title/position). With respect to the CO-PROMOTER, any individual with legal capacity to bind the CO-PROMOTER to the terms, conditions, obligations, and requirements contained in this Agreement.

Section 26. Exhibits.

As noted elsewhere in this Agreement, the following Exhibits are attached and incorporated, into this Agreement:

Map detailing/depicting the location and other aspects of Amphitheatre;

Rules, Regulations, and Policies of Amphitheatre;

Fee Schedule; and

Concessions and Catering Agreement

Section 27. Procedure for Achieving Assignment; Effect of Not Following Procedure.

In light of the scope and rationale for this Agreement, neither the County, nor the CO-PROMOTER may assign, transfer, and/or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the other party. Should either the County, or the CO-PROMOTER, assign, transfer, and/or sell any of the rights noted in this Agreement, or associated with this Agreement, without such prior written approval of the other party, then such action on the part of either the County, or the CO-PROMOTER, shall result in the automatic termination of this Agreement, without further notice required on the part of the other party.

Section 28. Amendments to this Agreement.

Both the County, and the CO-PROMOTER, acknowledges that this Agreement, together with any attached, and incorporated Exhibits, constitute the complete agreement and understanding between the County, and the CO-PROMOTER.

Further, both the County, and the CO-PROMOTER, acknowledge that any change, amendment, modification, revision, or extension of this Agreement, other than termination as noted elsewhere in this Agreement, shall be in writing, and shall be executed by duly authorized representatives of both the County, and the CO-PROMOTER.

Section 29. Default; Remedies for Default, Including Termination of Agreement.

The CO-PROMOTER shall be considered in default of this Agreement, if one or more of the following conditions are present, or occur:

- a) failure to pay in a timely manner, any amounts due under this Agreement;
- b) breach of any provision of this Agreement that negatively impacts the interests of the County;
- c) violation of any applicable laws, ordinances, rules, and/or regulations during the CO-PROMOTER's use/occupation of the Amphitheatre;
- d) cessation of business by the CO-PROMOTER, prior to the event;
- e) insolvency or bankruptcy (voluntary or involuntary) of the CO-PROMOTER

Upon default by the CO-PROMOTER, the County may, in its sole discretion, pursue one or more of the following remedies:

- 1) terminate this Agreement, by giving the CO-PROMOTER written notice of termination, which shall not excuse prior breaches of this Agreement, or be considered a waiver of any rights which the County might have for past, current, and/or future breaches;
- 2) pursue any other administrative, legal, and/or equitable remedies available to the County.

Should the County terminate this Agreement, the relation of the County and the CO-PROMOTER shall be the same as if the term had fully expired. Moreover, under such circumstances, the CO-PROMOTER shall pay the full amount of any costs, expenses, fees, and/or charges incurred by the County that are associated with the termination of this Agreement.

Section 30. Effect of Cancellation of the EVENT.

Event is rain or shine. Cancellation for hurricane watch or warning on the day of the show. The venue will make the call of cancellation by 11 AM on the day of the show.

Section 31. Notices.

All notices to the County shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

Michael D. Wanchick
County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084

With a Copy to:

Tommy Bledsoe
Special Events Manager—St. Johns County Amphitheatre
1340 A1A South
St. Augustine, FL 32080

All notices to the CO-PROMOTER shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

Address, phone, fax

All other correspondence may be delivered by any mutually agreeable means, including, but not limited to: e-mail, facsimile (fax), mail, express delivery or overnight mail, or hand delivery (receipt of delivery is necessary).

Section 32. Survival.

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any expiration, termination, cancellation, revocation, or non-renewal of this Agreement, and therefore, shall be both applicable, and enforceable, beyond any such expiration, termination, cancellation, revocation, or non-renewal: 1) Section xx (Relationship of the County and the CO-PROMOTER); 2) Section xx (Governing Law and Venue); 3) Section xx (Compliance with Laws);

IN WITNESSS WHEREOF, the parties have hereunto executed this Agreement on the date and year below written.

ST. JOHNS COUNTY, FLORIDA

BY: _____

DATE: _____

ATTEST: CHERYL
STRICKLAND, CLERK OF
COURTS

BY: _____
Deputy Clerk

CO-PROMOTER

BY: _____

DATE: _____

WITNESS:

WITNESS:

**St. Augustine/St. Johns County Amphitheatre
Volunteer Policy 2007**



1340 A1A South, #C
St. Augustine, FL 32080
Office: (904) 471-1965

CONCEPTUAL DRAFT OF VOLUNTEER POLICY

Definition of Volunteer:

Any person, who is not employed by the **County**, and who assists (without pay or other monetary compensation) **County** employees, officials, or **County-contracted** personnel or agents at a **County-sponsored event or activity**. For purposes of this Policy, a person who serves on a County Advisory Board, Board, Panel, or Committee, specifically including the County Planning and Zoning Agency, shall not be considered a volunteer.

Registration as a Volunteer:

Any person who desires to provide volunteer services to the **County** shall register with the **County Administrator**, or designee. At a minimum, a person registering as a volunteer shall provide the following information: 1) name; 2) address; and 3) contact phone number. Optionally, the person registering as a volunteer may provide the following information: 1) e-mail address; and 2) types of events that person would provide volunteer services.

At any time a person/volunteer changes his/her address or contact phone number, the person/volunteer should advise the **County** of such change.

In any event, the **County** shall inform the person registering as a volunteer, that information supplied to the **County** *may* be subject inspection and/or dissemination under the Florida Public Records Law.

Background Checks:

To the extent required by federal and/or State law, rule, or regulation, any volunteer at a **County-sponsored event or activity**, shall undergo any necessary background check, including, but not limited to: any background check required by the Federal Department of Homeland Security. Based on the results of any required background check, the **County** may prohibit a person from 1) registering as a volunteer; or 2) providing volunteer services at any **County-sponsored event or activity**. Moreover, based on the results of any required background check, the **County** may immediately remove a volunteer from a **County-sponsored event or activity**.

The **County** reserves the right to require background checks of volunteers at any **County-sponsored event or activity**, when the **County** determines that the nature of the volunteer's activity (such as handling money, interacting with minors, or performing health-related services) requires a background check.

Fingerprinting:

To the extent required by federal and/or State law, rule, or regulation, any volunteer at a **County-sponsored event or activity**, shall undergo any necessary fingerprinting. Any costs associated with fingerprinting shall be borne by the volunteer.

The **County** reserves the right to require background checks of volunteers at any **County-sponsored event or activity**, when the **County** determines that the nature of the volunteer's activity (such as handling money, interacting with minors, or performing health-related services) requires fingerprinting. Any costs associated with fingerprinting shall be borne by the volunteer.

Certification or License Required:

To the extent that providing volunteer services requires a person with a professional certificate and/or license, a volunteer shall, at the time of registration, provide documentation (acceptable to **County** personnel), that the volunteer currently possesses the necessary professional certificate and/or license.

General Release and Waiver of Liability:

At the time that a person registers as a volunteer with the **County**, the person/volunteer shall sign a General Release and Waiver of Liability in Favor of the **County**. The Release and Waiver shall be on a pre-approved **County** form.

No Compensation; No Re-imbusement for Costs and/or Expenses; Exceptions; Conditions Under Which Distribution of Food and/or Beverages Available:

A volunteer shall not receive compensation for providing volunteer services at a **County-sponsored event or activity**.

Unless authorized in writing in advance by the **County Administrator**, and then only to the extent consistent with existing **County**, State, or Federal law, a volunteer shall not receive re-imbusement for any costs and/or expenses incurred by the volunteer providing volunteer services during any **County-sponsored event or activity**.

At selected **County-sponsored events or activities**, including those **County-sponsored events and activities** at the **Amphitheatre**, a volunteer may receive and/or have distributed food and/or beverages, if otherwise available, and approved by the **County**.

Prohibited Conduct:

While providing volunteer services at a **County-sponsored event or activity**, a volunteer may not:

- 1) conduct a separate for-profit commercial enterprise;
- 2) seek or solicit phone number, e-mail addresses, or other personally identifiable information from any participant, guest, or invitee of the event or activity;
- 3) intentionally harm any participant, guest, or invitee of the event or activity;
- 4) physically threaten any participant, guest, or invitee of the event or activity; or
- 5) perform or conduct an illegal activity at the event.