



USE LICENSE AGREEMENT

BY AND BETWEEN

SMG AND SCHOOL BOARD OF SANTA ROSA COUNTY, FL

DATED MARCH 23, 2021

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "**Agreement**") is dated as of the 23rd day of **MARCH, 2021**, by and between SMG, a Pennsylvania general partnership, and **SCHOOL BOARD OF SANTA ROSA COUNTY, FL**, whose current address is **5086 CANAL STREET, MILTON, FL 32570** (the "**Licensee**").

BACKGROUND

SMG is the manager of a facility commonly known as **Pensacola Bay Center** (the "**Facility**"), located at **201 EAST GREGORY ST, PENSACOLA, FL 32502**, which is owned by **Escambia County, Florida** (the "**Owner**"). Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, SMG desires to grant to Licensee, and Licensee hereby accepts from SMG, an exclusive and irrevocable license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility

- (a) SMG hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the "**Authorized Areas**"), including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an "**Event**"). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end-time of the last Event listed on Exhibit A hereto (the "**Expiration Time**") and, as such, Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.
- (b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from SMG prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent an amount equal to the sum of SMG's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by SMG to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).
- (c) Licensee acknowledges that, in connection with SMG's management and operation of the Facility, SMG utilizes the services of certain third-party independent contractors (the "**Third-Party Contractors**"). Licensee hereby agrees that SMG shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors, except to the extent loss or damage is due to SMG's negligence or willful misconduct. SMG hereby agrees that Licensee shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors, except to the extent loss or damage is due to Licensee's negligence or willful misconduct.

2. Purpose of the Facility

- (a) The Facility is to be used solely for the purpose of "**SANTA ROSA COUNTY HIGH SCHOOL GRADUATIONS**". Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.
- (b) Subject to the limitations set forth in Section 768.28, FL Statutes, Licensee shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "**Losses**") occurring at the Facility (whether within or without an Authorized Area) caused to SMG, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by:
 - (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "**Laws**") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 14(m) hereof (relating to intellectual property matters), Section 15 hereof (relating to the Civil Rights Act), and Section 16 hereof (relating to the Americans with Disabilities Act), and (v) Licensee's equipment and systems and/or its installations at the Facility by Licensee, except to the extent caused by (1) any structural

- defect of the Facility, or (2) the negligence or willful misconduct of SMG.
- (c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with SMG's General Rules and Regulations, including fire and safety rules as required by SMG and/or local fire regulations, as such may exist from time to time. A Permit for Fireworks is required for all pyrotechnics displays by the City of Pensacola. Without limiting the foregoing, Licensee shall obtain prior written approval from SMG's Building Director at the Facility for any pyrotechnic displays which Licensee anticipates may be performed at the Facility during the term of this Agreement. Licensee agrees that it will not allow any officer, agent, employee, licensee or invitee at, in or about the Facility who shall, upon reasonable grounds, be objected to by SMG and such person's right to use the Facility may be revoked immediately by SMG.
 - (d) Licensee shall provide to Company, for Licensor's review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event, and (ii) a Licensee Operations Plan in substantially the same form supplied by Licensor. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensor reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensor and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

3. Condition of the Facility

- (a) Licensee acknowledges that Licensee has not inspected the Facility, but is satisfied with the representation for the Facility in its present condition as safe and suitable for the Event contemplated herein.
- (b) SMG shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by SMG to accomplish the foregoing, said failure resulting from circumstances beyond the control of SMG, shall not be considered a breach of this Agreement by SMG, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by SMG.
- (c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of SMG. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of SMG, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of SMG. SMG may, at its election, accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify, defend, and hold harmless SMG for any loss or damage to such property in the receipt, handling, care, and custody of such property except to the extent such loss or damage arises from SMG's negligence or willful misconduct. SMG assumes no responsibility whatsoever for any property placed in the Facility except for circumstances which arise from SMG's negligence or willful misconduct.

4. Term of License

The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth on Exhibit A.

5. License Fee, Merchandising Fee, Broadcast Fee, Reimbursable Service Expenses, and Complimentary Tickets

In consideration of the grant of the license in Section 1 above, Licensee shall pay to SMG a license fee, merchandising fee, broadcast fee, and shall reimburse SMG for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

- (a) License Fee. Licensee shall pay a license fee (the "**License Fee**") equal to an amount up to **TWENTY-EIGHT THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$28,250.00)**. The License fee will be calculated in accordance with the State of Florida Sales Statues.
- (b) Merchandising Fee. Licensee shall pay a merchandising fee (the "**Merchandising Fee**") equal to ~~N/A~~ of gross novelty and merchandising revenue, less all applicable taxes, generated in connection with the Event. Five Hundred Dollars (\$500.00) per event day in order to sell merchandise at the venue during the event.
- (c) Broadcast Fee. ~~SMG shall retain all television, film, radio, and/or recording rights to any Events which take place in or at the Facility. Licensee may purchase such rights from SMG for a broadcast fee (the "**Broadcast Fee**") equal to the greater of (i) **Two Thousand and Five Hundred Dollars (\$2,500)**, or (ii) in the event that Licensee sells such rights to a third party **Thirty Percent (30%)** of all amounts received by Licensee from such third party under the applicable written contract between Licensee and such third party. Said contract shall be delivered to SMG not less than 24 hours prior to the commencement of any such television, broadcast, film or recording activity of any Event in or at the Facility, and shall be accompanied by a written and signed statement by Licensee that no other agreement, express or implied, written or oral, has, to its knowledge, been reached or is in the~~

process of being reached wherein Licensee shall receive any additional monies for such rights.

(d) Reimbursable Service Expenses.

- (i) SMG shall provide, as required for each Event, the following services (collectively, the "Services"), the expenditures for which are reimbursable by Licensee to SMG ("**Reimbursable Service Expenses**"): stagehands, ticket takers, box office services, ticket seller labor, ushers, supervisors, and receptionists; medical services for Event attendees, which services shall include ambulances, doctors, nurses, operations, supervisors, and paramedics; food and beverage services; security personnel; utilities, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services; electricians and mechanical plant staff; custodial services; scoreboard operations; audio services; and special facilities, equipment and materials, or extra services furnished by SMG at the request of Licensee [which are set forth in **Exhibit B**]. The Reimbursable Service Expenses will be calculated in accordance with the State of Florida Sales Statues.
- (ii) SMG shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse SMG for actual costs incurred by SMG in connection with the Services as provided in Section 6 below.
- (iii) Licensee is aware of the exclusive nature of the contract between Licensor and Ticketmaster for the sale and distribution of all tickets, and Licensee agrees to pay Licensor all applicable Box Office charges at the prevailing rate. Licensor shall charge and retain a \$4.00 facility user fee on all tickets sold through the Box Office, Ticketmaster, Phone Room, Internet and Outlets. Licensor shall retain in full such event day license surcharge revenue. Licensor reserves the right to all proceeds from the sale of suites and super suite tickets and revenue from said sales is not to be included in the Box Office settlement.
- (e) Complimentary Tickets. In addition to the License Fee, Merchandising Fee, ~~Broadcast Fee~~ and Reimbursable Service Expenses, complimentary tickets for promotional purposes shall be available as follows: SMG shall be entitled to N/A tickets per performance at no charge.
- (f) Sponsorship Rights During Events. Licensor retains the exclusive rights to sell fixed advertising panel, LED messages, message boards and all other concourse, interior or exterior arena signage. LED and message board display associated with event sponsorship must be purchased by Licensee at prevailing rates and shall not conflict with any of the existing Arena sponsors. All temporary signage, message board and LED request must be made by Licensee in writing at least 30 days prior to the event and such request shall describe in detail the message content, location and nature of the advertising or sponsorship. If applicable, Licensor acknowledges and accepts that the Artist's tour sponsor may display signage attached to and within immediate proximity of the stage.
- (g) Advertising. Licensee agrees that all advertising and promotion of the event will be truthful and accurate. Licensee further agrees no advertising or promotion will be instituted without Licensee having previously given written approval of the message content, format and placement. Licensor must have approved, specifically, the use of its name(s) and/or logo(s), as well as all reference to show times, hour of operation and ticket purchasing and pricing.

6. Payment Terms

- (a) License Fee, Merchandising Fee, and ~~Broadcast Fee~~. The License Fee, Merchandising Fee, and ~~Broadcast Fee~~ set forth in Sections 5(a), (b), and (c) of this Agreement shall be paid by Licensee as provided in **Exhibit B** attached hereto.
- (b) Reimbursable Service Expenses. On or about **FIVE DAYS (5) days** prior to the first Event, SMG shall deliver to Licensee an expense report estimate ("**Expense Report Estimate**"), setting forth SMG's estimate of all expenses which SMG will incur in connection with the Services. Upon the conclusion of an Event, SMG shall deliver to Licensee an expense report setting forth the expenses actually incurred by SMG for the Services ("**Actual Expense Report**"). In the event the amount reflected in the Actual Expense Report exceeds the amount reflected in the Expense Report Estimate, Licensee shall promptly pay to SMG the amount of the excess. In the event the amount reflected in the Expense Report Estimate exceeds the amount reflected in the Actual Expense Report, SMG will promptly pay to Licensee the amount of such excess. Notwithstanding anything to the contrary set forth in this Agreement, SMG's failure to deliver either the Expense Report Estimate or the Actual Expense Report shall not excuse Licensee's obligation to pay any amounts due hereunder.
- (c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to SMG a late charge of 1.5% per month on the unpaid balance.
- (d) Security for Payment. In order to ensure the payment to SMG of the License Fee, Merchandising Fee, ~~Broadcast Fee~~, the Reimbursable Service Expenses, and any other amounts as may accrue from time to time under this Agreement, the Licensee shall deliver into the custody of SMG, the signed agreement and a certified check payable to SMG, as a non-refundable, non-transferable deposit in the amount of N/A. Should Licensee fail to pay the License Fee, Merchandising Fee, ~~Broadcast Fee~~, the Reimbursable Service Expenses, or any other

amounts due to SMG in accordance with the terms of this Agreement, then SMG may apply the proceeds of said check, performance bond, letter of credit, ticket sales escrow, or other security in settlement thereof. The remedy provided under this Section 6(d) shall be non-exclusive and shall be in addition to any other remedy available to SMG in this Agreement or in law or equity.

- (e) Insufficient Funds. If insufficient funds are recorded at least five (5) days prior to the scheduled event, Licensee must provide the Licensors with a certified check to cover the balance of the Reimbursable Service Expenses at that time or the scheduled event is subject to cancellation.

7. Revenues and Costs

SMG shall retain one hundred percent (100%) of all revenues generated in connection with parking lot fees and the sale of food and beverages at the Facility. In addition to payment of the Reimbursable Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Facility as applicable under the terms of this agreement, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event.

- (a) SMG shall have complete and sole supervision of the sale and collection of all tickets and at such places SMG, in its sole discretion, deems it necessary and expedient. In the event provision is made for sale of any tickets by Licensee, the allocation of such tickets shall be made by SMG, and arrangements satisfactory to SMG shall be made for the proceeds from the sale of such tickets to be turned over to SMG, together with an accurate statement of account of the sales and all unsold tickets no later than 5:00 p.m. on the day prior to the event.
- (b) SMG shall have complete custody and control of all moneys received from the sale of tickets wherever sold and admission fees wherever received. All such funds shall be rightful property of SMG, for the purpose of applying same in accordance with the terms and conditions of this agreement toward payment of any balances for License Fee/Rent and/or otherwise due or to become due SMG for any purposes whatsoever. After all charges incurred under the provision of this agreement and in accord with the services and labor charges in the Exhibit B, thereto, a settlement of the remaining portion due Licensee will be made by SMG.
- (c) All ticket sales and printing of all tickets will be handled exclusively by SMG through its computerized box office operations unless specifically otherwise noted.

8. Records, Reports, and Audits

- (a) Records. Licensee shall maintain accurate books and records with respect to its activities at the Facility, including, but not limited to, the costs and revenues of each Event. Licensee shall keep and preserve such books and records at all times during the term of this Agreement and for at least three (3) years following the expiration or termination hereof.
- (b) Reports. Licensee shall deliver to SMG no later than **Seven (7) days** after the date of a revenue-generating Event for the account of SMG a detailed written notice of the amounts claimed to be due to SMG pursuant to Sections 5(a), 5(b), 5(c), and 6(a) of this Agreement (each a "**Statement**"). Each Statement shall detail (i) with respect to ticket sales, all tickets sold and all amounts collected by Licensee, with all deductions (sales tax, etc.) therefrom, (ii) with respect to novelty and merchandizing revenue, all items sold and all amounts collected by Licensee, with all deductions (sales tax, etc.) therefrom, and (iii) with respect to broadcast revenues, a detail of all broadcast revenues collected by Licensee, with all deductions (sales tax, etc.) therefrom. Statements shall be deemed incontestable unless objected to by SMG, in writing, specifying the nature of and reasons for such objection, within twelve (12) months after receipt by SMG.
- (c) Audits. Licensee shall give SMG and its representatives, access to the books and records Licensee maintains pursuant to Section 8(a) above at any time when so requested by SMG. Licensee shall also provide, at Licensee's own expense, a copy of any such book or record upon request. To the extent that any Statement prepared by Licensee has become contestable, SMG shall have the right to cause nationally recognized independent auditors to audit all of the books and records of Licensee relating to such Statement. If any such audit demonstrates that the revenues or expenses reflected in any Statement are understated (in the case of revenues) or overstated (in the case of expenses), in either case by more than five percent (5%), Licensee shall pay to SMG the reasonable cost of such audit. In any event, Licensee shall promptly pay to SMG the portion of any License Fee, Merchandising Fee, or ~~Broadcast Fee~~ due to SMG as a consequence of such overstatement or understatement.

9. Taxes

SMG shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges

of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

10. Insurance

- (a) Licensee shall, at its own expense, secure and deliver to SMG no less than 7 days prior to the first Event set forth on Exhibit A and shall keep in force at all times during the term of this Agreement:
- (i) a comprehensive general liability insurance policy in form acceptable to SMG, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy may contain exclusions which does not apply to the Event contemplated herein from coverage relating to the following participants, legal liability activities or issues related to the Event hereunder: sporting events, high risk events (including, without limitation, rap concerts), performers, volunteers, animals, off- premise activities, and fireworks or other pyrotechnical devices;
 - (ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to SMG for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, SMG, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non- owned coverage); and
 - (iii) applicable workers compensation insurance for Licensee's employees, as required by applicable law.
- (b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:
- (i) 1) **SMG**, 2) **Pensacola Bay Center**, 3) **Escambia County, FL** and 4) **Escambia County Board of County Commissioners** shall be listed as additional insureds thereunder. No less than (7) days prior to the first Event set forth on Exhibit A, Licensee shall deliver to SMG certificates of insurance evidencing the existence thereof, all in such form as SMG may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of SMG, Risk Management Director, 300 Conshohocken State Road, Suite 450, 300 Four Falls Corporate Center, West Conshohocken, PA. 19328, and **PENSACOLA BAY CENTER, 201 EAST GREGORY STREET, PENSACOLA, FL 32502.**" If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to SMG at least Ten (10) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.
 - (ii) The coverage provided under such policies shall be occurrence-based, not claims made.
 - (iii) The coverage limits contain on such policies shall be on a per-occurrence basis only.
 - (iv) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.
- (c) The terms of all insurance policies referred to in this Section 10 shall preclude subrogation claims against SMG and Owner and their respective officers, directors, employees, and agents.
- (d) The failure of the Licensee to provide insurance in accordance with this Section 10 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 12 below, preclude the Event from taking place.

11. Indemnification

- (a) Licensee shall indemnify, defend and hold harmless Licensor, SMG, ASM Global Parent, Inc., Owner and their respective officers, directors, agents, and employees (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Facility (whether within or without an Authorized Area) caused to Licensor, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.
- (b) SMG shall indemnify, defend, and hold harmless Licensee and its respective officers, directors, agents, and employees (the "Licensee Indemnitees") from and against any and all Losses arising from personal or bodily injury

- to or death of persons or damage to the property of Licensee to the extent caused by the negligent acts, errors and/or omissions or the willful misconduct of SMG or its officers, directors, agents, employees, subcontractors, licensees, or invitees.
- (c) The provisions set forth in subparagraph (a) and (b) above shall survive termination or expiration of this Agreement.

12. Default, Termination and Other Remedies

- (a) Default. Except for an instance of a Force Majeure Events (as defined below), Licensee shall be in default under this Agreement if any of the following occur:
- (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Reimbursable Service Expenses) when the same are required to be paid hereunder or (B) to provide the security required under Section 6(d) hereof by the date when due.
 - (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or
 - (iii) Licensee makes a general assignment for the benefit of creditors. SMG shall be in default under this Agreement if SMG fails to perform or fulfill any term, covenant, or condition contained in this Agreement and SMG fails to commence a cure thereof within five (5) business days after SMG has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then SMG may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.
- (b) Termination by Reason of Default. Upon a default pursuant to Section 12(a) hereof, the nonbreaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the material provisions of this Agreement, SMG may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by SMG for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.
- (c) Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, SMG shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts.
- (d) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, SMG shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.
- (e) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to SMG by reason of this Agreement are unique and that SMG may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore SMG, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility, excluding failure to hold an Event due to Force Majeure or SMG's uncured breach or default of its obligations under this Agreement, or to provide evidence of fulfillment of its obligations under Section 14(m) of this Agreement.

13. Representations and Warranties

Each party hereby represents and warrants to the other party, and agrees as follows:

- (a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- (b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and
- (c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

14. Covenants

Licensee hereby covenants as follows:

- (a) Licensee shall not occupy or use the Facility except as provided in this Agreement.
- (b) Licensee shall comply with all legal requirements which arise in respect of the Facility and the use and occupation

thereof.

- (c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "**Hazardous Material**" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.
- (d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of SMG.
- (e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of SMG. If approval is granted by SMG, then an origination fee may be negotiated in good faith between the parties.
- (f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility except upon prior written permission of SMG.
- (g) Licensee shall not operate any equipment or materials belonging to SMG without the prior written approval of SMG.
- (h) Licensee, its officers, directors, employees, agents, members, or other representatives shall not "scalp" tickets for an Event, to the extent applicable. Licensee and its representatives shall provide assistance to SMG in its efforts to control and prevent such ticket "scalping".
- (i) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.
- (j) If the Licensee Fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the Facility, without first having made a written request and received the prior written consent of SMG. In such event, donations or collections are granted by SMG in lieu of an admission ticket, then all such monies received from such collections or donations will be considered as ticket revenues for the purpose of determining the License Fee due to SMG.
- (k) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by SMG pursuant to a certain operating handbook titled **Arena Policy and Procedures**, a copy of which has been provided to Licensee and the terms of which are incorporated by reference herein.
- (l) Licensee shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of SMG.
- (m) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "**Works**"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAC, SESAC and other similar agencies. Licensee agrees hereby to produce evidence of such reports and payments to SMG, including evidence of compliance with the requirements of this paragraph to be provided to SMG in advance of any such Event. Provision of such evidence is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless SMG and all other Indemnitees (as defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.
- (n) Licensee shall not engage in the sale and/or distribution of food and/or beverages at the Facility.
- (o) If requested by SMG, Licensee shall use the Facility's logo (the "**Facility Logo**") in all advertising controlled by or done on behalf of Licensee relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. Licensee's right to use the Facility Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by SMG in writing prior to the use thereof. In connection with Licensee's use of the Facility Logo as permitted in this Section 14(o), Licensee shall use only the form of the Facility Logo as provided by SMG to Licensee in any artwork or other depiction thereof.

15. Civil Rights

During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

16. Americans With Disabilities Act

With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). Licensee represents that it has not viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, but accepts SMG's representation that such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any violations of the ADA, including, without limitation, those that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

17. Use of Information

Licensee hereby acknowledges and agrees that SMG shall have the right to disclose to recognized industry sources that track event activity information relating to any Event, including, without limitation, the identity of performers or other participants of the Event, attendance figures, and gross ticket revenue for the Event in consultation with Licensee.

18. Construction of this Agreement

- (a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of Florida, without giving effect to the conflict of law principles thereof.
- (b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.
- (c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the representations, warranties, covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of SMG and Licensee with respect to the Facility and the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, OR SALES PERSON OF EITHER PARTY HERETO, OR OF THE OWNER OR ANY THIRD PARTY HAS THE AUTHORITY TO MAKE, HAS MADE, OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE, OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT. THE LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT IS SOLELY THAT OF THE LICENSEE'S OWN DETERMINATION AND JUDGMENT.**
- (d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.
- (e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.
- (f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of SMG, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.
- (g) Independent Contractor; No Partnership. SMG and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, SMG or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.
- (h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

19. **Miscellaneous**

- (a) **Waiver**. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.
- (b) **Assignment**. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee except to a parent or affiliate under common control without the prior written consent of SMG. To the extent Owner retains another management company to manage the Facility, any references to SMG herein shall be deemed changed to reference such management company, as agent for Owner.
- (c) **Notices**. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to SMG:

SMG

201 East Gregory Street
Pensacola, Florida 32502
Attention: Michael Capps, Assistant General Manager

If to Licensee:

SCHOOL BOARD OF SANTA ROSA COUNTY

5086 Canal Street
Milton, FL 32570
Attention: Brian Noack

- (d) **Non-Exclusive Use**. SMG shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space, provided such use does not interfere with Licensee's activities.
- (e) **Force Majeure**. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.
- (f) **Security**. Except with respect to security engaged by Licensee and/or the Artist, SMG will provide security for the Event as such is customarily provided for a concert at the Facility for a similar event. Security will include a private security firm and police officers from the City of Pensacola police department.

20. Concealed Weapons

The Licensee has the right to decide whether persons with a valid concealed weapons permit are allowed to carry firearms and ammunition into the Event. The Licensee hereby makes the following selection (please initial one of the following).

I wish to **PROHIBIT** persons from carrying firearms and ammunition into the arena during the event even if the person has a concealed weapons permit.

CN
Initial

I wish to **ALLOW** persons to carry firearms and ammunition into the arena during the event if the person has a concealed weapons permit.

Initial

By executing this License Agreement, Licensee acknowledges that it has reviewed SMG's security plan and is in agreement with such plan. SMG agrees that Licensee shall not be liable or responsible for the activities and/or actions of security personnel hired by SMG.

21. Public Records

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event either party fails to abide by the provisions of Chapter 119, Florida Statutes, the party may, without prejudice to any other right or remedy and after giving the other party seven days written notice, during which period the other party still fails to allow access to such documents, terminate the contract.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

SCHOOL BOARD OF SANTA ROSA COUNTY

5086 Canal Road
Milton, FL 32570

By: Cindy Norton

Name: Cindy Norton

Title: Purchasing Manager

Date: 04/06/21

SMG

201 East Gregory Street
Pensacola, Florida 32502

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

~~Superintendent~~

EXHIBIT A TO USE LICENSE AGREEMENT

<u>Authorized Area</u>	<u>Day</u>	<u>Date</u>	<u>Time of Use</u>	<u>Purpose</u>
Arena Parking Lots Dressing Rooms Meeting Rooms	Saturday	June 5, 2021	TBD	Move In Show Move Out

EXHIBIT B TO USE LICENSE AGREEMENT

1. Additional Reimbursable Service Expenses. At the request of Licensee, the following special facilities, equipment, materials, and extra services will be furnished by SMG for the Event:
SEE CONTRACT SUMMARY

2. Payment of License Fee, Merchandising Fee, and Broadcast Fee.

- (a) Fixed License Fee: The fixed License Fee set forth in Section 5(a) above shall be paid in accordance with the following schedule:

<u>Percentage Payable</u>	<u>Payment Due Date</u>
N/A	Upon signing this Use License Agreement
100%	Remaining balance of actual expense report within ten (10) days of receiving expense report.

- (b) Percentage Fee. The percentage Licensee Fee set forth in Section 5(a), Merchandising Fee set forth in Section 5(b), and ~~Broadcast Fee~~ set forth in Section 5(c) above shall be paid no later than Day of Settlement.

EXHIBIT C TO USE LICENSE AGREEMENT:

SMG shall, and shall cause Ticketmaster.com to, include the following language on or alongside all physical and electronic tickets sold by SMG and/or Ticketmaster.com, and/or place such language as a click-to-acknowledge upon purchase through ticketing platforms owned, operated, or otherwise affiliated with SMG and/or Ticketmaster.com, and as prominent signage at the Facility's box office:

"By purchasing or otherwise accepting a ticket to this Event, you are acknowledging that an inherent risk of exposure to COVID-19 (coronavirus) exists in any public place where people are present. By attending the Event, you and any guests voluntarily assume all risks related to exposure to COVID-19 (coronavirus), and agree not to hold School Board of Santa Rosa County, ASM Global, Inc., SMG, Escambia County, and Escambia County Board of County Commissioners for any illness or injury in connection with your or your guests' attendance at the Event."

EXHIBIT D
LICENSEE OPERATIONS PLAN
(Attached)

RIDER TO USE LICENSE AGREEMENT

This Rider to Use License Agreement (the "Rider") supplements and shall be a part of the attached Use License Agreement, and to the extent that the Rider and any term or condition of the Use License Agreement are inconsistent, this Rider shall control.

1. **The Premises; No Warranties.** Licensee accepts the Facility on an as-is basis, including without limitation with respect to compliance with laws concerning accessibility, environmental conditions, health and safety, sanitation and structural condition and design. Licensee acknowledges and agrees that it has been afforded the opportunity to inspect the Facility and that Licensee has satisfied itself that the Facility is suitable for Licensee's use and that Licensee is not relying upon any statement or representation by Operator concerning such suitability. Licensee waives any claim concerning the condition or suitability of the Facility, including with respect to Licensee's intended or actual use of the Facility. Licensee unconditionally accepts the Premises without any warranty of any type or nature, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose and any purported warranty that the Premises is free from or protected against the presence of COVID-19 virus.
2. **Health and Safety Plan.** Licensee has fully informed itself of the risks posed by the COVID-19 pandemic, and assumes all risk and liability in connection therewith arising from Licensee's use of the facility. Licensee shall prepare a Licensee Event Operations Plan (the "Plan") substantially in the form attached hereto and shall provide the Plan to Licenser no less than 30 days prior to the Event. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in conditions. Licenser reserves the right in its sole discretion to review the Plan, and to accept or reject it. Licensee shall comply in all respects with the Plan and any and all rules imposed by Licenser (in addition to all applicable laws, regulations, codes, ordinances, orders and similar requirements).
3. **Seating Capacity.** Owner will reserve the right to reduce (or increase) the event capacity based upon guidance from local health and public officials.
4. **Invitees.** Licensee shall be solely responsible for the safety and welfare of all Invitees. Licensee shall be solely responsible for any property damage or personal injury suffered by or caused by any Invitee, or any other loss or liability suffered by or caused by any Invitee including with respect to third persons.
5. **Licenser's Employees.** Licensee shall take all appropriate steps to ensure that Licensee's activities and use of the Premises does not negatively impact the safety and welfare of Licenser's employees.
6. **Additional Costs.** In consideration of this use of the Facility and risks associated with it, Licensee shall pay any extraordinary expenses of Operator incurred as a consequence of Licensee's use of the Facility, including but not limited to health and safety-related expenditures, supplementary insurance charges and pre- and post-Event sanitation costs.
7. **Liability.** During the term of this Agreement, Licensee assumes the risk of liability for, and agrees to indemnify and hold safe and harmless, and covenants to defend SMG, ASM Global, City and Owner from and against all claims, liabilities, losses, damages and expenses (including reasonable legal expenses), arising out of Licensee's use of the Premises in connection with any claim whatsoever, regardless of alleged fault or degree of fault, that any participant, attendee or third party contracted or was otherwise affected by COVID-19. Licensee waives any claim against SMG, ASM Global, City and Owner in connection with or arising from COVID-19. Furthermore, under no circumstance will Licensee be deemed to have waived any right to an injunction or other available equitable relief under the Agreement.

The undersigned parties have duly executed this Rider effective as of the date of the attached Use License Agreement.

For School Board of Santa Rosa County:

By: Cindy Norton

Printed Name: Cindy Norton

Title: Purchasing Manager

Date: 04/06/21

For SMG:

By: _____

Printed Name: _____

Title: _____

Date: _____

MEMORANDUM

RE: INSURANCE COVERAGE

Pursuant to Item 10 of our Lease Agreement regarding your insurance coverage, we have established certain criteria for certificate of insurance which we believe to be reasonable and provide the highest level of protection for the users of our facility, Escambia County Board of County Commissioners, Escambia County FI, Pensacola Bay Center and SMG while creating the least possible amount of inconvenience to the facility user. These criteria are as follows:

- **\$1,000,000 IS THE MINIMUM LEVEL OF COVERAGE ALLOWED.**
- **INSURANCE CARRIER MUST MAINTAIN AT LEAST AN AVIII RATING IN THE CURRENT A.M. BEST'S KEY RATING GUIDE.**
- **INSURANCE CARRIER MUST BE LICENSED IN THE STATE OF FLORIDA. (SURPLUS LINES WRITER IS NOT ACCEPTABLE.)**
- **NAMED INSURED MUST MATCH THE CLIENT'S NAME ON THE LEASE AGREEMENT.**
- **NAME AND ADDRESS OF THE FACILITY MUST BE LISTED AS THE CERTIFICATE HOLDER.**

If you do not submit adequate proof of coverage as outlined above prior to your event, **SMG** will purchase insurance coverage for your event through the Master Venue Insurance Program and will include the charge for this service on your event settlement.

We trust this will clarify our position relative to certificate of insurance. Again, we believe that the main objective is to protect the client, owner, and manager of the facility, and that the requirements outlined above are the best means to attain this objective.

CONTRACT SUMMARY

EVENT: SANTA ROSA COUNTY HIGH SCHOOL GRADUATIONS
DATE(S): JUN 5, 2021
PROMOTER: SCHOOL BOARD OF SANTA ROSA COUNTY, FL

Please note that this rental structure is based on the information known at this time about the above show. This structure is subject to change should unforeseen major changes take place with the presentation of the concert.

GUARANTEE \$28,250

EXPENSES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Arena Rent, Utilities	House Labor	Uniform Labor
Parking Rent	Medical Labor	In House Equipment Rent
Arena Conversion	Security Labor	House Curtain Hang

EXPENSES NOT INCLUDED IN THE ABOVE GUARANTEE:

Insurance	Advertising	Outside Equipment Rent
ASCAP/BMI (if applicable)	Stagehands	Additional Meeting Room Rent
Catering	Furniture	Additional Promoter Expenses
Taxes	Additional Labor	Merchandise Fee

MEETING ROOM RENT:

All rates will be charged according to the rate in effect at the time of the event, plus applicable State Sales Tax. Rent is based on usage per day. Rent for Room A is included in the All In Guarantee.

MERCHANDISE

The Pensacola Bay Center reserves the right to approve any sale of merchandise at the venue for an event. The rights for any sale of merchandise at the Pensacola Bay Center for the event are subject to a merchandise fee of Five Hundred Dollars (\$500.00) per event day.

CATERING

Outside food is not allowed in the venue or the surrounding property for distribution or consumption. Savor Pensacola, catering by SMG is the in-house catering company and if services are needed the catering contact can be reached at 850-432-0800 ext. 238.

ADDITIONAL LABOR

All rates will be charged according to the rate in effect at the time of the event. All labor will incur an additional applicable State Sales Tax. Stagehand Labor will be charged over time, if utilized before 8:00AM, after 12:00AM, or a continuous period of time lasting longer than Eight (8) hours. All Labor utilized requires at least a Four (4) hour minimum and rates are based per hour. Labor will be based on needs of the promoter, the event, and the venue.

RESTRICTED ITEMS

The following items are restricted from the venue:

- i. Glass Items
- ii. Wrapped Gifts
- iii. Helium Balloons

If Helium Balloons are found in the building and released into the building for any reason, there will be a Five Hundred Dollar (\$500.00) retrieval fee per balloon.

CONFETTI OR SILLY STRING

If the use of confetti or silly string is found in the building for any reason, there will be a clean up fee of One Hundred Dollars (\$100.00) per school.

INSURANCE

See User Agreement for required coverage. An Insurance Certificate must be submitted to or on file with the Pensacola Bay Center prior to the event date with the following four (4) entities listed as Additional Insureds:

1. Pensacola Bay Center
2. SMG
3. Escambia County, Florida
4. Escambia County Board of County Commissioners

ASCAP/BMI

See User Agreement for requirements under item 13 (I). Evidence of compliance for reporting and payment must be submitted to or on file with the Pensacola Bay Center prior to the event date

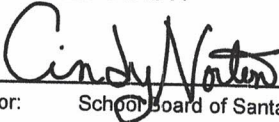
TAX EXEMPT CERTIFICATION

If applicable, the Seven and One Half Percent (7.5%) State Sales Tax will be waived, provided that a current copy of a Consumer's Certificate of Exemption (form DR-14) is submitted to or on file with the Pensacola Bay Center prior to the event date. In order to acquire a DR-14, the promoter must complete a DR-5 application with the Florida Department of Revenue and can be reached at 850-717-6626 or <http://dor.myflorida.com/dor/forms/current/dr5.pdf>. The process takes up to Six (6) weeks. If for any reason the approval is delayed and a DR-14 is not submitted to the Pensacola Bay Center prior to the event, all applicable taxes will be charged at settlement and the consumer can file a DR26s directly with the Florida Department of Revenue for a refund.

COVID-19 GUIDELINES

If guidance on mass gatherings are in effect at the time of the event and prevent the licensee from producing the event under the terms listed in the user agreement, then the licensor agrees that licensee may exercise the right to cancel the event at the Facility. If licensee sends notice of cancellation to licensor within Fifteen (15) business days of the event date, then licensee shall not be liable for fees, damages, or penalties for the cancellation.

AGREED TO BY:


Cindy Nater

For: School Board of Santa Rosa County, FL

04/06/21

DATE

Attest: ~~Superintendent~~

DATE

For: SMG
Name: Michael Capps
Title: Assistant General Manager

DATE

COVID-19 SPECIFIC – FACILITY RULES AND REQUIREMENTS



PENSACOLA BAY CENTER PENSACOLA, FL

The document is intended to provide an overview of specific rules and regulations that will be implemented by the Pensacola Bay Center in order to safely conduct events during the COVID-19 Pandemic. We hope that this will serve as a valuable resource as you plan your event for our facility.

Our dedicated team of industry professionals is ready to make your visit to the Pensacola Bay Center a success. It is our goal to provide you with exceptional service and personal attention throughout your planning and production process.

As part of the contracting process, ASM Global will require each event organizer to submit an operating plan that will specifically describe how the licensee will conduct the event in accordance with all applicable health and safety rules, as well as the facility rules and requirements.

Please contact feel free to contact our management staff for clarification or comments on any of the information contained within this guide. On behalf of ASM Global, we look forward to hosting you and your event at the Pensacola Bay Center.

About VenueShield

ASM Global, the world's leading venue management and services company, has created VenueShield, a comprehensive and best-in-class program, that is being deployed at more than 325 ASM Global facilities around the world, providing the highest levels of cleanliness and safety, all in partnership with leading medical professionals, industry experts and public health officials. Protocols will vary based on the type of facility and will be customized for each unique location. VenueShield will provide the most advanced hygienic safeguards that serve ASM Global's clients, guests, staff, teams, talent, and all other visitors.

01. Environmental Hygiene and Health Screening

All employees, contractors, subcontractors, tenants, and talent entering the Pensacola Bay Center will follow health guidelines recommended by the local health department and other governing authorities and assume responsibility for personal safety by regularly washing hands, maintaining physical distance from others, and use of appropriate personal protective equipment (PPE).

- **Face coverings.** The Pensacola Bay Center will require the use of face coverings for guests, employees, contractors, and visitors. Face coverings are required to be worn at all times except for when fans are eating and drinking at their seats. Guest Services and Security will monitor and enforce compliance with face covering per the Pensacola Bay Center policy.
- **Surfaces:** Surfaces, especially high-touch surfaces, will be frequently disinfected to prevent virus transmission. All high-touch point surfaces will be cleaned prior to, after and frequently during the event. These surfaces include, but are not limited to, door handles, furnishings, food and beverage areas, restrooms, trash receptacles, etc.
- **Training:** All ASM workers cleaning and disinfecting applicable areas will be trained in Environmental Hygiene and Safety programs. Event organizers, contractors and vendors are responsible for training their own employees regarding environmental hygiene and safety measures.
- **Temperature Checks:** All ASM Global working staff and facility sub-contractors, vendors and suppliers will undergo health screening and temperature checks before entering the facility. The health screening queueing lines will be configured in conjunction with the security screening. Personnel will be required to complete the health screening process prior to proceeding to security screening for entry.
- **Sanitization:** Hand sanitizers will be installed at a maximum level. Stations will be readily and highly visible interior of the facility and easily accessible for guest's throughout. Touchless hand sanitizing stations will be located in high trafficked areas. Guests Services personnel will frequently monitor and confirm adequate supply of hand sanitizers is sufficient.



COVID-19 SPECIFIC – FACILITY RULES AND REQUIREMENTS



02. Front-of-House Operations and Customer Journey

- **Box Office Operations:** Queueing areas will be set-up in front of the open windows with decals 6' apart. Ingress and egress patterns will be established to promote 6' distancing while exiting the window after a transaction. Depending on health and safety recommendations, ASM Global reserves the right to limit the number of open box office windows that are activated on event day to promote social distancing.
- **Guest Arrival and Queuing:** The guest arrival and experience will be programmed to allow guests to arrive at an environment that promotes the expedient process and places social distancing at the forefront. Upon arrival, will be directed to follow a staggered entry using a 6' queuing methodology processed into the facility under the policy and procedures that govern health & security screening. The queueing layout will be designed to allow for a minimum of six feet for social distancing (360 degrees) of the guests. This will be supported by barricades and stanchions. In support of the queueing layout, paver markers, signage, and external public address announcements will be implemented to promote social distancing.
- **Notice of COVID-19 Risk:** Throughout the various entry points signage will advise guests that they are assuming risk by entering the venue during a COVID-19 pandemic. There will also be additional signage throughout the entry process providing fans with information on new health and safety practices at the venue.
- **Denial of Entry:** ASM Global reserves the right to deny entry to any patron who is not in compliance with applicable health and safety rules, including but not limited to, failure to comply with venue policies, including policies requiring face coverings and requirements to practice social distancing (to the extent possible).
- **Ticket Scanning:** The personnel and number of ticket scanning pods deployed will reflect the attendance of total maximum capacity and consider a focus on social distancing best practices. This facility entry process will only take place after the guest has passed the health screening process (if applicable) with a face covering, as well as the security checkpoint/magnetometer search.
- **Non-Cooperative Guests:** ASM Global Guest Services personnel will be assigned to appropriate locations (i.e., concourses near main gate access points) Guests Services will remind the guest to cooperate in the spirit of health and safety for themselves and others. If a Guest is deemed to be non-cooperative in following health and safety requirements, they may be subject to ejection.
- **Premium Spaces:** Local and State government guidelines will determine the capacity of the premium spaces – including luxury box suites and club lounges. Existing FF&E (lounge furniture, tables, and chairs) will be arranged in a manner consistent with social distancing guidelines. Awareness and directional signage will be placed strategically at each respective location.
- **Public Restroom Access:** Line control lanes may be created on the concourse adjacent to each public restroom, including Family Restroom locations. Appropriate signage will be installed and will be created in the most visible manner. Entry and exit lanes will be set up at each appropriate restroom location, and signage will be clear and concise to ensure effective communication. ASM Global staff will monitor restroom capacities to encourage social distancing.
- **Vertical Transportation:** Elevator occupancy will be limited to allow for social distancing. Priorities will be given to ADA patrons. Each exterior elevator will have the appropriate combination of team member communicators, visual markers and signage depicting the elevator policy, and capacity for each elevator.
- **Sponsor Activation Areas:** Locations and activation sizes will be coordinated to ensure social distance measures are in place. Sponsor activations will only be allowed where there is substantial contactless/ touchless interaction. No open food products will be permitted. Any staff/volunteer member distributing giveaways to ticket holders are required to utilize PPE. Provisions of hand sanitizer at the location will be required.



COVID-19 SPECIFIC – FACILITY RULES AND REQUIREMENTS



- **Seating Manifest and Occupancies:** Event organizers will be required to submit a seating and capacity plan for review and approval by the Pensacola Bay Center. Unless permitted by local health and safety guidelines to conduct events with 100% capacity, event organizers are encouraged to build seating manifests in 'pods' ranging from 1 -10 seats in each pod to help achieve a maximum percentage of capacity (but not to exceed the permitted capacity based on local health and safety guidelines).

Event organizers may designate the 'pod' variation (from seats 1- 10) and pods per row and rows between pods. The Pensacola Bay Center will present the seating plans to local health officials for review and to determine the best approach for promoting physical distancing between ticketing pods.

Only seats that have been designated as 'Ticketed' on the seating manifest will be available for use. All "Non-ticketed" seats will be secured in the closed position with cable ties/straps, seat covers or tarps to avoid guest confusion and unnecessary. Ticketholders will only be granted entrance to the specific seating section in which they have purchased a Ticketed seat. They may not enter seating sections for which they do not have a Ticketed seat.

- **In-Venue Signage:** Signage, stanchions, and/or floor clings will be required to encourage social distancing at each event in areas utilized for ingress, egress, food and beverage, interactive elements, and restroom facilities. Use of digital and static signage throughout the facility to remind attendees, among other things, to:
 - Wash your hands often and sanitize frequently
 - Wear your face covering while inside the facility at all times
 - Avoid touching your face
 - We encourage physical distancing to the extent possible
- **Vendor and Sub-Contractor Requirements:** ASM Global third-party vendors and sub-contracted personnel will be required to pass a health screening test before entering the facility and requested to maintain physical distancing, where possible. All third-party personnel, vendors and sub-contracted employees will be required to wear a face mask during event.

03. Back-of-House Operation

- **Back-of-House Areas:** The artist and team arrival process may be altered from time-to-time to promote the health and safety of all involved in the back-of-house entry process. The venue will work directly with event organizers and team staff to ensure the arrival process meets their requirements. Special consideration should be given to the artist and team vehicles, such as tour and team buses. Best practices related to artists and team vehicles include the following:
 - Eliminate the boarding of tour and team buses by local staff
 - Implement door drop-off policy
 - Encourage artists to arrive shortly before the scheduled time for soundcheck
 - Encourage routine handwashing by all employees
- **Health and Temperature Screening:** If implemented, messages will be sent to event personnel requesting they perform the following before leaving home: Stay home if they are not feeling well, have a cough or sore throat, have a temperature above 100.4 degrees, Fahrenheit . Upon entering the facility, all event team members and event personnel may receive a contactless temperature scan before continuing into the venue. Temperature scanning procedures will be determined in advance with tour and promoter personnel. Temperature scanning will be performed by a trained occupational health technician, or approved personnel trained under the venue's supervision. Scans will be performed using either a thermal scanning device or a handheld 'no-touch' CDC-approved scanner. If an event personnel member has an elevated temperature reading detected from the initial test, the person should be moved to a designated secondary assessment location for another test. If the event personnel member passes the second reading, they will be allowed to continue with the check-in process. If the second reading remains elevated, the event personnel member will not be permitted to work and should immediately leave the premises.



COVID-19 SPECIFIC – FACILITY RULES AND REQUIREMENTS



- **Dressing Rooms:** The Pensacola Bay Center will enhance dressing room environmental hygiene measures and incorporate new social distancing measures. These updated and enhanced plans and procedures will be sent to the promoter or tour representative prior to their arrival.
- **Environmental hygiene measures.** The Pensacola Bay Center will follow best practices procedures for maintaining health and safety within dressing rooms. Any additional measures required by touring companies, artists, or event organizers will be managed as requested:
 - Provide visiting company members with appropriate PPE, as needed
 - Provide disinfectant wipes/sanitizer at entry and bathrooms and provide safe disposal receptacles for used PPE
 - Disinfect dressing rooms prior to load in
 - Disinfect dressing room/restrooms periodically throughout the occupancy period
- **Wardrobe Areas:** The Pensacola Bay Center will enhance environmental hygiene measures and incorporate new social distancing measures for their wardrobe areas. These updated plans and procedures will be sent to the artist and crew prior to their arrival.
- **Social distancing measures.** The following best practices for wardrobe areas will support social distancing:
 - Limit capacity to maintain social distancing guidelines
 - Reconfigure wardrobe workshops, villages, and dressing spaces to comply with social distancing guidelines
 - Reduce number of personnel allowed onstage
 - Work with visiting companies on quick change positions to add curtain barrier between stations
- **Environmental hygiene measures.** The following best practices will be followed for wardrobe areas:
 - Stagehands and non-performing staff must wear appropriate PPE
 - Provide hand sanitizing stations
 - Limit use of washing machines to show laundry only
 - Encourage routine hand washing by employees
 - Clean/disinfect touch points constantly during high usage periods
- **Team Spaces:** The Pensacola Bay Center and tenant will work together to adjust team space operations to incorporate updated environmental hygiene measures and new social distancing measures. Often COVID-19-related team space requirements will be informed by league guidelines. The Pensacola Bay Center will conform to all applicable league requirements as stipulated and modified from time-to-time.
- **Equipment Deliveries:** The following best practices for equipment delivery areas will support social distancing:
 - Limit vehicle capacity in buses, vans, and other ground transportation to the extent possible. Reducing the number of passengers below the maximum passenger load may require adjusting existing plans to provide additional vehicles or multiple trips.
 - When possible, drivers should stay in their vehicle at delivery or be provided PPE.
- **Materials Handling:** The handling of facility materials by event personnel should be done with care to promote the health and safety of workers and guest.
- **Loading Dock:** The following best practices for loading dock areas will support social distancing:
 - Stagger vehicle unloading to enforce social distancing
 - Enforce social distancing whenever possible.



04. Food Service Requirements

- **Concession Stand Locations:** Open Concession stands will be determined by venue capacity. POS per stand will be based on capacities and limited POS locations may be utilized to create social distancing for F&B queuing at open locations. Floor decals will be deployed assisting patrons with proper distancing. A customer facing barrier will be erected to minimized customer/patron interactions. Menu items that are traditionally prepared in front of guests should be prepackaged in a sealed container for service.
- **Portable Locations:** Portable bars and food openings will be determined by the number of patrons that will be allowed in venue for each event.
- **Catering Services:** Self-serve canned beverage service stations to be spaced so as to adhere to the distancing mandates and will require an attendant to frequently wipe down surfaces. Self-Service Buffets will be suspended pending regulations, recommendations and guidance from the local authorities. Pre-packaged cold foods to be assembled on buffets. All condiments and silverware will be prepacked (e.g. cutlery kits, P/C condiments).
- **Pre-Packaged Food Items:** Pre-packaged food options is encouraged and is subject to the discretion of the manager. Pre-packaged items will be prepared in advance of the event and distributed at various POS throughout the venue. Enhancements to this service can include a culinarian/attendant proportioning entrees/protein and serving to the guests behind a safety shield.
- **Bar Service:** Plexiglas barriers will be placed on all bar fronts creating a barrier between staff/patron. All bartenders and barbacks will wear food service gloves when dispensing alcoholic beverages and prepackaged beer. Bar service will be closely monitored to ensure that patrons practice social distancing and will be subject to closer based upon local health guidelines that might be in effect from time-to-time.

COVID-19 SPECIFIC – FACILITY RULES AND REQUIREMENTS



05. Event Organizer Responsibilities

- **Compliance Requirements:** By attending an event at an ASM Global venue, attendee agrees to abide by the protocols set forth by ASM Global as a condition of entry (i.e. requirement to wear a face mask). Protocols set forth will be subject to change at ASM Global's sole discretion.
- **Compliance Designee:** The Event Licensee will be requested to designate a Compliance Designee to monitor and enforce the event safety protocols as set forth by ASM Global for all guests and vendors.
- **Operating Plan:** Each Event Licensee will be required to submit an Event Operating Plan at least 30 days in advance of the event date to address the following general areas:
 - i. **Social distancing:** How the event will be conducted in compliance with social distancing guidelines, including capacity restrictions.
 - ii. **Sanitation/hygiene:** How safety and hygiene will be practiced in areas impacting the artists, performers, or support personnel.
 - iii. **Patron Safety:** Any specific requirements, or conditions that will be needed to accommodate patrons, particularly with any high-risk attendees;
 - iv. **Point of Contact (POC):** Assign a primary point of contact for COVID-19 matters ("Compliance Designee") that will be responsible for communicating with the Pensacola Bay Center
 - v. **Food Service:** Food service and backstage catering plan (if applicable).
- **Contracting / License Agreements:** Each Event Organizer will be required to execute an Event Use License Agreement that will contain certain COVID-specific language and generally provide for the following:
 - All seating capacities and configurations must be agreed to before contracting. The Pensacola Bay Center will reserve the right to reduce (or increase) the seating capacity based upon evolving guidance from local health and public officials.
 - Should the seating capacity be reduced to a level that is not satisfactory to the license holder, or the Pensacola Bay Center, either party may reserve the right to cancel the event and return contingency deposits, less any applicable expenses.
 - Event flow, security, seating capacities and floor plans will be evaluated on an event by event basis to ensure compliance with current social distancing regulations.
- **Site Inspections/Pre-Event Meetings:** The Pensacola Bay Center will host virtual site visits when possible. Initiate regular discussions between ASM Global Event Coordinator and the Event Organizer leading up to the event regarding safety, sanitation and security measures. Mandatory event day pre-briefing between ASM Global Event Coordinator and Event Organizer to review all event details, including health and safety measures. ASM Global will regularly monitor health and safety plans in conjunction with the local public health and safety departments and make adjustments as necessary.

