



COMMISSION AGENDA ITEM  
EVENT AGREEMENT DOCUMENT ROUTING FORM

① ✓ 12/7/16 L

Today's Date: 11/29/2016

DOCUMENT TITLE: EXCLUSIVE SPORTS MARKETING, INC. OF FLORIDA - FORT LAUDERDALE A1A MARATHON - EVENT AGREEMENT

COMM. MTG. DATE: 11/15/2016 CAM #: 16-~~119~~<sup>1319</sup> ITEM #: M-2 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: A. Sperling/5001 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 12-5-16 Cole Copertino CC  
Attorney's Name Initials

2) City Clerk's Office: # of originals: 1 Routed to: Gina Ri/CMO/X5013 Date: 12/5/16

3) City Manager's Office: CMO LOG #: dec 14 Document received from: CCO 12/5/16

Assigned to: L. FELDMAN  S. HAWTHORNE  C. LAGERBLOOM

APPROVED FOR LEE FELDMAN'S SIGNATURE  N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM  
(Initial/Date)  PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 1 originals to  Mayor  CCO Date: 12/16

4) City Clerk's Office: Retains 1 original and forwards 2 copies to: Carolyn Bean/Parks and Rec/5348

Return one fully executed original to CCO  YES  NO

Original Route form to Astrid Sperling

**CITY OF FORT LAUDERDALE  
OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the  
State of Florida, referred to hereinafter as "City",

and

EXCLUSIVE SPORTS MARKETING, INC. OF FLORIDA, a Florida  
for profit corporation, whose principal place of business is 18 NW  
18<sup>th</sup> Street, Delray Beach, Florida 33444, and who is referred to  
hereinafter as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold an outdoor event and has submitted an application pursuant to the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the Applicant is willing to obtain the requisite insurance, and is willing to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event; and

WHEREAS, on November 15, 2016, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City Officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

The foregoing recitals are true and correct, and:

**1. Effective Date.**

The Effective Date of this Agreement is the date upon which City Commission approval is granted.

**2. Outdoor Event.**

The Applicant is permitted to operate or sponsor the "2017 FORT LAUDERDALE A1A MARATHON" (referred to hereinafter as the "Event") outdoors only at the location(s) and time(s) set forth in the attached Outdoor Event Agreement Schedule One and Site Map (if applicable), which is attached hereto and made a part hereof.

### **3. General Requirements.**

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) The Applicant shall coordinate with the City's Department of Transportation and Mobility who shall review the event application and determine necessary parking requirements.
- (5) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable State, County and City health code requirements. This shall be evidenced by a permit by the appropriate entity.
- (6) If the Event includes use of tents, awnings, or canopies, in advance of the Event the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (7) In advance of the Event the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.
- (8) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards Fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost

of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.

- (9) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.
- (10) The Applicant shall indemnify and hold harmless the city for any damage to person or property that occurs during or as a result of the operation of the Event.
- (11) In advance of the Event the Applicant shall submit a written plan to the City's Parks and Recreation Department that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, and grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's Parks and Recreation Department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.

#### **4. Outdoor Event Site.**

The City does not warranty that the event site will be available during the approval event period. Further, no such warranty is granted as to the suitability of the event site for the particular event activity. Any and all event sites may be subject to change and/or relocation upon the written direction of the City Manager.

#### **5. Restoration of public property.**

If the Event includes use of public property the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt

and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**6. Reimbursement of expenses.**

Should the City incur expenses as a result of the Event, the City shall provide the Applicant with an invoice of expenses. Within fourteen days (14) of the Applicant's receipt of any invoice the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**7. Authority of the City of Fort Lauderdale City Manager.**

The City of Fort Lauderdale City Manager and his designee, the Director of the City of Fort Lauderdale Parks and Recreation Department (referred to hereinafter as "the Director") shall have the authority to suspend all or any part of the Event when the City Manager or the Director determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager also reserves the right to immediately revoke permission, suspend, modify or terminate the event or any portion upon his written determination or in the event any of the elements of the agreement are violated.

**8. Compliance with laws.**

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.

- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.
- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material.

## **9. Limitation of Liability**

- (1) The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$100.00. Applicant hereby expresses its willingness to enter into this Agreement with Applicant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$100.00.
- (2) Accordingly, and notwithstanding any other term or condition of this Agreement, Applicant hereby agrees that the City shall not be liable to Applicant for damages in an amount in excess of \$100.00, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

## **10. Transfer of Rights.**

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

**11. Venue.**

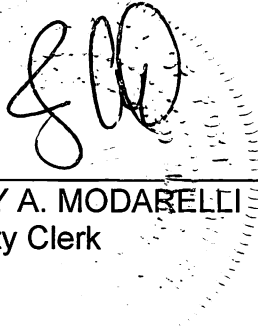
Venue to enforce the provisions of this agreement shall be Broward County, Florida.

**12. Incorporation.**

This Outdoor Event Agreement, together with the attached Schedule One and Site Map (if applicable), constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:



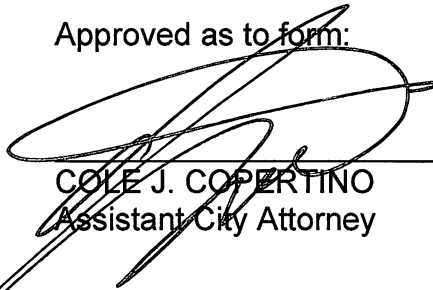
\_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

CITY OF FORT LAUDERDALE,  
a Florida municipal corporation.

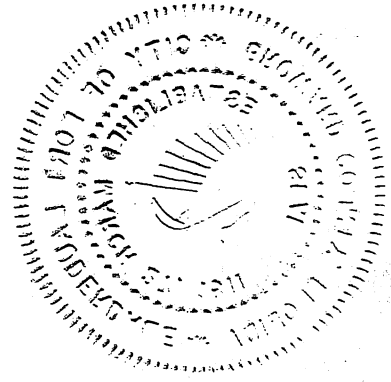


\_\_\_\_\_  
LEE R. FELDMAN, City Manager

Approved as to form:



\_\_\_\_\_  
COLE J. COPERTINO  
Assistant City Attorney





APPLICANT/SPONSOR

WITNESSES:

Chris Colgan  
Chris Colgan  
[Witness print/type name]

Diogo Sousa  
Diogo Sousa  
[Witness print/type name]

EXCLUSIVE SPORTS MARKETING, INC. OF FLORIDA, a Florida for profit corporation.

Matthew Lorraine  
Matthew Lorraine  
[Print Name, check title]

President  Vice President  
 Authorized Signatory (Please provide corporate authorization)

ATTEST:

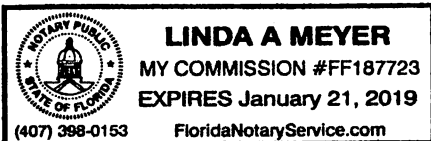
Linda Meyer  
Secretary  
Linda Meyer  
[Print Name]

CORPORATE SEAL

STATE OF FLORIDA:  
COUNTY OF Palm Beach:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 2016, by Matthew Lorraine as President of EXCLUSIVE SPORTS MARKETING, INC. OF FLORIDA, a Florida for profit corporation, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

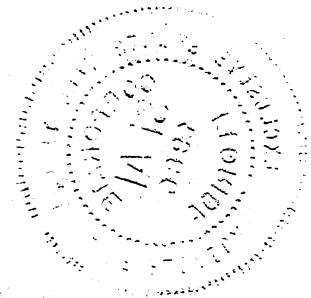
(NOTARY SEAL)



Linda Meyer  
Notary Public, State of Florida  
(Signature of Notary Taking Acknowledgment)

Linda Meyer  
Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/21/2019  
Commission Number: FF187723

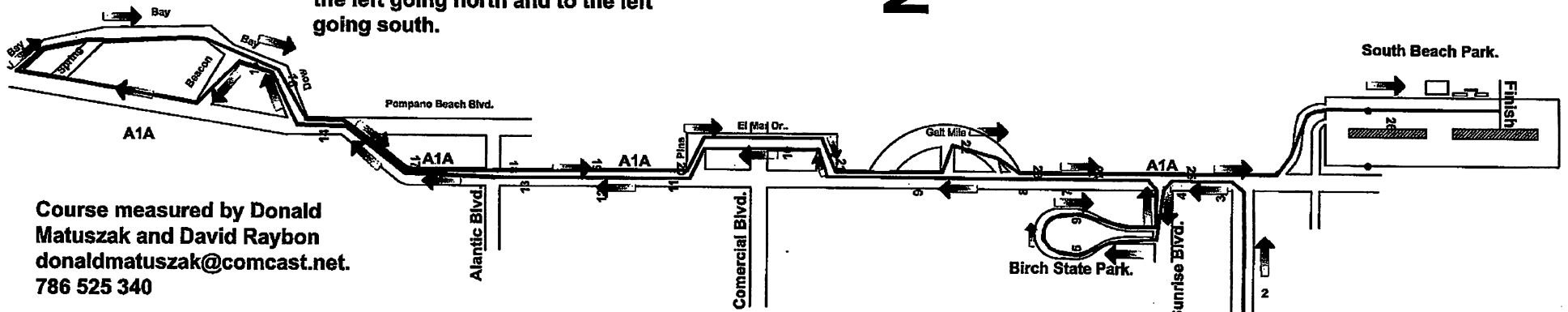
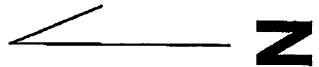


LINDA A MEYER  
 MY COMMISSION EXPIRES JANUARY 31, 2015  
 (407) 399-0129  
 linda@floridadep.com



# A1A Marathon, Ft. Lauderdale, FL.

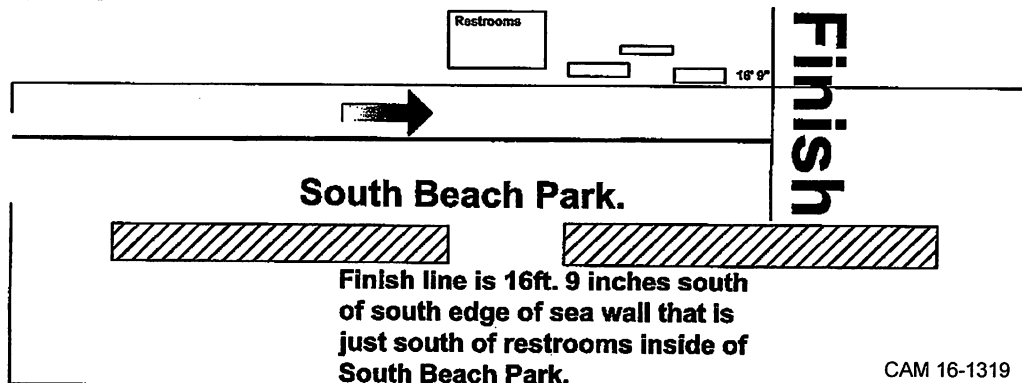
Race will be in the north bound lane of A1A. Runners will stay to the left going north and to the left going south.



Course measured by Donald Matuszak and David Raybon  
donaldmatuszak@comcast.net.  
786 525 340

USATF #FL10105EBM. Effective  
till 12/31/2020.

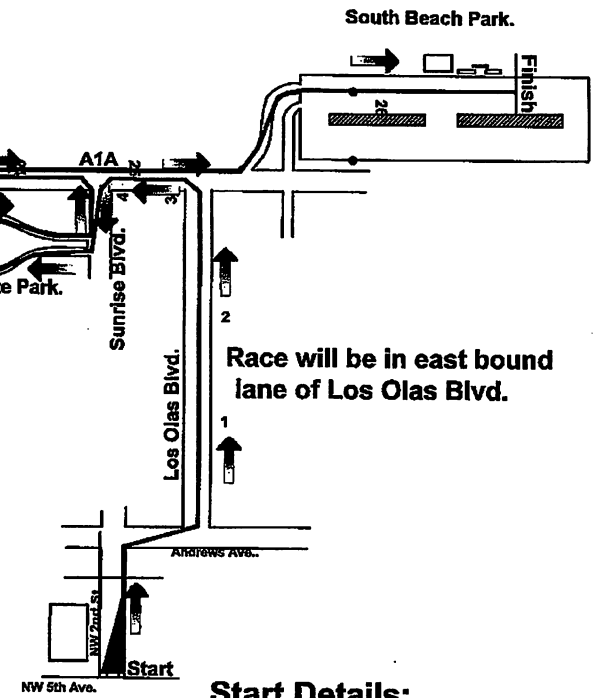
### Finish Details:



Finish line is 16ft. 9 inches south of south edge of sea wall that is just south of restrooms inside of South Beach Park.

CAM 16-1319  
Exhibit 2A  
Page 1 of 1

Race will be in east bound lane of Los Olas Blvd.



### Start Details:

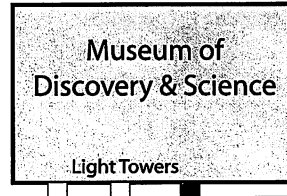
Start is even with west edge of brick crosswalk at corner of NW 5th. Ave. and NW 2nd. St. at Ft. Lauderdale Discovery Museum.



S. Avenue of the Arts

Metcalf Ave

SW 4th Avenue



DHL  
Gear Check



500 FT

False Start Line

50 FT

Scissor List

SW 2nd St. - Himmarashee St.

Start Line

Light Towers

PA System & VB Stage

Solutions Tent (2) 10X10

Port-o-Pottie

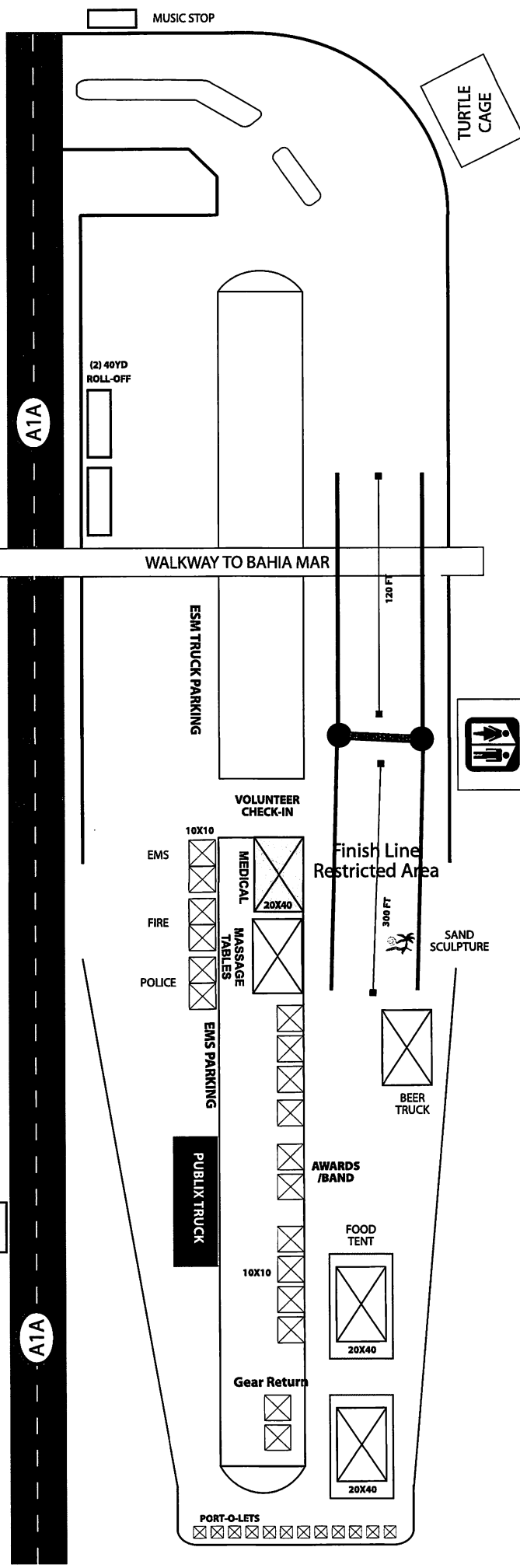
N New River Dr. West

Performing Arts Center

Commodore Brook Ave

Esplanade Park

**A1A MARATHON  
START-LINE MAP  
FORT LAUDERDALE, FL**



SHUTTLE BUS STAGING

**A1A MARATHON**  
**FINISH-LINE MAP**  
**FORT LAUDERDALE, FL**

## SCHEDULE ONE

- 1 Name of Applicant: Exclusive Sports Marketing Inc of Florida
- 2 Name of Outdoor Event: 2017 Fort Lauderdale A1A Marathon
- 3 Date of Setup: Friday, February 17, 2017
- 4 Time of Setup: 7:00am
- 5 Date of Event: Sunday, February 19, 2017
- 6 Time of Event: 6:00am- 4:00pm
- 7 Date of Breakdown: Sunday, February 19, 2017
- 8 Time of Breakdown: 4:00pm
- 9 Event Location: Esplanade Park & Fort Lauderdale Beach Park
- 10 Road Closings: Yes- see attached race route
- 11 Alcohol: Yes
- 12 Special Permission: Amplified Music/ Extended Road Closure- Yes



# CITY OF FORT LAUDERDALE SPECIAL EVENT APPLICATION

Submit a **COMPLETED APPLICATION**, SITE PLAN and SITE PLAN NARRATIVE by email **60 days** before your planned event. Events Planned for July or August must be submitted by **May 1st**.

After you submit the application with your fee you will be contacted to meet with the Special Events team to review:

1. Facility/Location requested
2. Compliance with City ordinances
3. Special permits required
4. Other Charges for City Services
5. Security requirements
6. Environmental issues/effects on surrounding areas

**Fee must accompany application**

At least 60 days prior to event  
**\$200.00**

59 to 30 days prior to event  
**\$400.00**

Less than 30 days prior to event  
**Denied unless approved by City  
Manager or designee**

**PART I: EVENT REQUEST**

**Event Name** 2017 Fort Lauderdale A1A Marathon

Purpose of event (check one):  Fundraiser  Awareness  Recreation  Other \_\_\_\_\_

Expected maximum attendance \_\_\_\_\_ Expected sustained attendance 5,500

Has this event been held in the past?  Yes  No

If yes, please list past dates, locations and attendance 1101 Seabreeze Blvd – Beach Parking Lot (Finish Line) and Esplanade Park – 400 SW 2nd St.

**Detailed Description** (Activities, Vendors, Entertainment, etc.)

Marathon

**Location** \_\_\_\_\_

Date and Time	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>02/17/17</u>	<u>Friday</u>	<u>7AMAM/PM</u>	<u>8PMAM/PM</u>	_____
EVENT DAY 1:	<u>02/18/17</u>	<u>Saturday</u>	<u>6AMAM/PM</u>	<u>9PMAM/PM</u>	_____
EVENT DAY 2:	<u>02/19/17</u>	<u>Sunday</u>	<u>2AMAM/PM</u>	<u>4PMAM/PM</u>	_____
EVENT DAY 3:	_____	_____	_____AM/PM	_____AM/PM	_____
BREAKDOWN:	<u>02/19/17</u>	<u>Sunday</u>	<u>1PMAM/PM</u>	<u>4PMAM/PM</u>	_____

\*events scheduled for more than 3 days will be subject to special council approval

**PART II: APPLICANT**

**Organization Name** Exclusive Sports Marketing  
For-Profit  Non-profit  Private

Phone: 954-446-3955  
(as registered)

Address: 18 NW 18th Street City, State, Zip: Delray Beach

Date of registration: \_\_\_\_\_ State registered in: FL Federal ID #: \_\_\_\_\_

Email Address: diogo@exclusivesports.com Fax: \_\_\_\_\_

**Two Authorizing Officials for the Organization**

President: Mathew Lorraine Phone: 561-504-2001

Secretary: Linda Meyer Phone: 561-302-6349

**Event Coordinator** Name Diogo Sousa Will you be on-site?  Yes  No

Title: VP of OPS Phone: \_\_\_\_\_ Cell: 954-446-3955

E-mail address: diogo@exclusivesports.com Fax: \_\_\_\_\_

**Additional Contact** Name \_\_\_\_\_ Will you be on-site?  Yes  No

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Fax: \_\_\_\_\_

**Event Production Company** (if other than applicant): \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (day) \_\_\_\_\_ (night) \_\_\_\_\_ Cell \_\_\_\_\_

E-mail address: \_\_\_\_\_ Fax: \_\_\_\_\_

**PART III: EVENT INFORMATION**

All City permits must be obtained through the City's Department of Sustainable Development Building Services Division using the Building Permit Form - Apply and pay for the permits at least 30 days before the event. Contact the DSD Building Services Division (954) 828-5191 with any questions.

**Admission** \$65-\$90 for participants only  Yes  No If yes, how much? \$ \_\_\_\_\_

**Alcohol For Sale**  Yes  No **Alcohol For Free**  Yes  No  
If yes, how will the beverages be controlled and served? (Draft truck, bar tender, beer tub, etc.)

\*Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability Insurance 30 days before event.

**Amusement Rides**  Yes  No  
If yes, name and contact of company: \_\_\_\_\_

What type of rides are you planning? \_\_\_\_\_

\*Florida Bureau of Fair Rides, Ron Jacobs (850) 921-1530 must be contacted 30 days before the event to schedule inspections and final approval of all vendors and rides prior to use.

**Electricity**  Yes  No



\* Events requiring electricity must be permitted. [eventpower@fortlauderdale.gov](mailto:eventpower@fortlauderdale.gov)

Company: \_\_\_\_\_ License #: \_\_\_\_\_

Name of electrician: \_\_\_\_\_ Phone: \_\_\_\_\_

**Entertainment** \_\_\_\_\_Yes No

If yes, what type of entertainment will be there? Any notable performers?

**Fencing or Barricades** \_\_\_\_\_Yes No

\* Include proposed fences in your Site Plan & Narrative

**Fireworks & Flame Effects** \_\_\_\_\_Yes No

Name & Contact of Company conducting the show: \_\_\_\_\_

\*A permit and Fire Watch is required for all pyrotechnics displays. [firemarshal@fortlauderdale.gov](mailto:firemarshal@fortlauderdale.gov)

**Food Vendors** \_\_\_\_\_Yes No

\* State Health Dept. Tara Palmer at (954) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by the Fire Rescue Department, Capt. Bruce Strandhagen at (954) 828-5080 to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. Inspections during non-working hours cost will cost \$75 per hour.

**Music** Yes \_\_\_\_\_No

If yes, what music format(s) will be used? (amplified, acoustic, recorded, live, MC, DJ, etc):

\_\_\_\_\_Speakers for announcements and bands will be playing at the finish line and around the course\_\_\_\_\_

List the type of equipment you will use (speakers, amplifier, drums, etc):

Days and times music will be played: \_\_\_\_\_Sunday 7:00AM-  
12:30PM\_\_\_\_\_

How close is the event to the nearest residence? \_\_\_\_\_

Soundproofing equipment? \_\_\_\_\_Yes No

**Parking Impact** Yes \_\_\_\_\_No

\*All Parking Spaces that are impacted by an event will be billed to the event organizer through the Transportation & Mobility Dept. and must be paid in full before the event. [eventtam@fortlauderdale.gov](mailto:eventtam@fortlauderdale.gov)

**Road Closings** Yes \_\_\_\_\_No Which Roads ?

\*Closing roads requires submitting an approved Maintenance of Traffic plan to the Special Events Director for each agency affected BEFORE the Commission will vote on it. Some Forms and instructions can be found in the Special Events manual Appendix. To expedite the process you may want to select a pre-approved MOT plan.

**Sanitation & Waste**

Will the event encourage Recycling and Sustainability? Yes \_\_\_\_\_No

\*The Green Checklist in the Events Manual can help. Recycling must be provided at all City events, facilities & parks.

Company Name Exclusive Sports Marketing Contact Diogo Sousa Phone 954-446-3955

All grounds must be cleaned up **immediately** after completion of event or you will be subject to fees. You are responsible for securing recycling services.

**Security/Police**  
planning?

Yes  No

Who is your Police contact for officers and security

Name \_\_\_\_\_ Phone \_\_\_\_\_

\*Security companies and their plans must be approved and you may still be required to hire City Police. See below.

Security Company \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

**Tents or Canopies**

Yes  No

Quantity and size of each? 3 20x40 and 20 10x10 pop up canopies

Company Name Lakeshore Athletic Services Contact \_\_\_\_\_

Phone \_\_\_\_\_

\*A detailed Site Plan showing the locations and size of each canopy or tent is required. A permit and final inspection is required if there are multiple canopies, if they are going to be used for cooking or if there are Tents (with walls).

**Toilets**

Yes  No

\*All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. They require a copy of your contract or invoice to be faxed to (954) 467-4898 to ensure compliance with minimum standards.

**Transportation Plan**

Yes  No

\* Any events larger than 5,000 people must have an approved Transportation Plan. [eventtam@fortlauderdale.gov](mailto:eventtam@fortlauderdale.gov)

#### Part IV: SECURITY AND EMERGENCY SERVICES

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative, MOT, transportation plan and any additional information requested during your Special Events meeting. The hourly rate and costs for services will be quoted on the "Cost Estimate" worksheet developed at the meeting and provided to the organizer. The cost may change after the meeting.

If Fire Rescue or Police staff are scheduled for the event then a minimum of four (4) hours for each Fire Rescue staff and a minimum of three (3) hours for each Police staff will be charged. Fire Rescue also charges 45 minutes to set up and 45 minutes to break down for each event. If the event is canceled then an event representative must call each department at least 24 hours before the event is expected to begin or the organization will be charged.

#### Fire Prevention and Emergency Medical Services

Fire Rescue may need to inspect your event or provide services based on your Building Permit, expected attendance and other risk factors such as alcohol, time, day, location, event type or weather. When you complete your Building Permit Form with Department of Sustainable Development (DSD) indicate all the permits and inspections you need and immediately pay DSD directly. All other payments for services will be invoiced to the event coordinator and must be paid within thirty (30) days. For questions call the Fire Marshal at (954) 828-6370.

On-site Contact Name Diogo Sousa Phone 954-446-3955

#### Police

Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type or weather. Depending on your event it may be possible to supplement some of the City Police services with a private third-party security company if their security plan is approved by the City Police department. If you want to use a private security company, their

proposed security plan must be presented along with their business license and contact information with this event application. The Police will review the plan and inform you if it meets City requirements.

If a Fort Lauderdale Police vehicle is required then a Hold-Harmless Agreement must be signed and Liability coverage of a minimum of one million dollars (\$1,000,000) must be provided.

#### PART V: APPLICANT'S ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge.

If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Manual it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable) must furnish an original certificate of General Liability insurance naming the City of Fort Lauderdale as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

I understand that City of Fort Lauderdale Parks and Recreation sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

I understand that the City of Fort Lauderdale Police department will determine all security requirements and that the City of Fort Lauderdale Fire Rescue department will determine all fire and Emergency Medical Services requirements.

I understand that any cancelations for City scheduled services must be made by phone to each department representative at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that I may be required to provide a deposit based on historical performance or lack thereof.

I understand that the City has a noise ordinance that my event must follow. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other city representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event.

Diogo Sousa

02/21/16

event coordinators signature

date

#### PART VI: SUBMISSION

**Email** application and plans 60 days before your planned event to: [specialevents@fortlauderdale.gov](mailto:specialevents@fortlauderdale.gov)

**Include** these plans with application for:

1. ALL events - **Event Site Plan & Narrative** – show stages, restrooms, fencing, tents etc.
2. Closed Roads - **Maintenance of Traffic Plan** – show barricades, directions, cones, etc.
3. 5000+ people - **Transportation Plan** – show transportation options for attendees.
4. Security needs – **Security Plan** – detail how event coordinator will manage security.

**Mail** application fee (payable to **City of Fort Lauderdale**) to:  
Jeff Meehan, Special Events Coordinator  
1350 W. Broward Boulevard  
Fort Lauderdale, FL 33312

**Questions ?** (954) 828-6075

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

EXCLUSIVE SPORTS MARKETING, INC. OF FLORIDA

**Filing Information**

<b>Document Number</b>	M40700
<b>FEI/EIN Number</b>	59-2743367
<b>Date Filed</b>	10/27/1986
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address**18 NW 18th St  
Delray Beach, FL 33444

Changed: 01/29/2013

**Mailing Address**18 NW 18th St  
Delray Beach, FL 33444

Changed: 01/29/2013

**Registered Agent Name & Address**LORRAINE, MATTHEW  
18 NW 18th St  
Delray Beach, FL 33444

Name Changed: 12/12/2011

Address Changed: 01/29/2013

**Officer/Director Detail****Name & Address**

Title CEO

LORRAINE, MATTHEW  
18 NW 18th St  
Delray Beach, FL 33444**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
--------------------	-------------------

2014	01/13/2014
2015	01/23/2015
2016	01/29/2016

**Document Images**

<u>01/29/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/13/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/29/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/28/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/12/2011 -- Off/Dir Resignation</u>	View image in PDF format
<u>12/12/2011 -- Reg. Agent Change</u>	View image in PDF format
<u>01/06/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/25/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/27/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/29/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/10/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/22/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/29/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/02/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/21/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/07/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/30/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/14/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/03/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/24/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/05/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/19/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/09/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/10/1995 -- ANNUAL REPORT</u>	View image in PDF format

[Copyright ©](#) and [Privacy Policies](#)

State of Florida, Department of State

## PRODUCTION AGREEMENT

This Production Agreement is made and entered into as of September 28, 2016 (the "Agreement") by and between Exclusive Sports Marketing, Inc. (ESM), a Florida entity with its principal place of business at 18 NW 18<sup>th</sup> Street, Delray Beach, FL 33444 ("A1A"), and Beach Majors, GmbH, an Austrian corporation, with its principal place of business at Linsengasse 57, 9020 Klagenfurt, Austria ("BM") and ACT Productions, Inc., a Florida corporation with its principal place of business at 407 Lincoln Road, Suite 302, Miami Beach, FL 33139 ("ACT") (collectively the "Parties").

### WITNESSETH

WHEREAS, BM and ACT produce the Swatch Beach Volleyball Major Series in Fort Lauderdale, with the next event scheduled for Load-In January 23 – February 6, 2017, event days February 7 – 12, 2017 and Load-Out February 12 – 23, 2017 ("Volleyball"), and

WHEREAS, ESM produces the A1A Marathon in Fort Lauderdale, with the next scheduled for Load-In February 17, 2016, event days February 18-19, 2017 and Load-Out February 19, 2017 ("Marathon") (Volleyball and Marathon collectively the "Events"); and

WHEREAS, The Events will overlap on their Load-Out and Load-In schedules, with Volleyball's Load-Out continuing through Marathon's Load-In, event days and Load-Out;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby promise and agree to and with each other as follows:

1. **Terms.** The Events shall both require use of Fort Lauderdale South Beach Park at 1100 Seabreeze Blvd, Fort Lauderdale, FL 33316. Volleyball's activations will require use of the beach area and parking lot. Marathon's activations shall require the use of the parking lot. The following measures shall be taken to ensure the Events are not negatively impacted by their overlapping schedules:
  - (a) BM and ACT shall completely vacate the South Beach Park parking lot by no later than Thursday, February 16, 2017 at 11:00 PM. All equipment, personnel and belongings related to and controlled by Volleyball and BM and ACT shall be removed from the parking lot and/or moved to the beach (sand) area of South Beach Park. Any exception whatsoever (e.g., dumpsters) must be approved in writing by an authorized representative of ESM.
  - (b) On Sunday, February 19, 2017, BM and ACT shall cease dismantling work on the beach (sand) area until ESM approves work to begin, which approval may not be granted and which ESM is under no obligation to grant for the day. This shall include use of heavy machinery and crew working to dismantle structures still left standing. However, this shall not include office personnel working from within any office trailers on the beach (sand) area.
  - (c) BM shall cordon off its construction site during ESM's use of the area and post a security guard to prevent any members of the public from accessing and or interacting with the site.

- (d) If BM and ACT do not vacate the parking lot area as herein provided for any reason except as herein provided, there shall be a financial penalty to BM and/or ACT, which shall compensate ESM as follows:

BM must have all equipment removed from parking lot premises no later than 11:00 PM on Thursday, February 16, 2017 including all signage, vehicles or any other temporary structures, equipment, alterations done to the parking lot. User shall be charged a fee of Two Thousand Dollars (\$2,000.00) per hour for every hour equipment is still on the Parking Lot property between 11:00 PM on 2/16/17 and 9:00 AM on 2/17/17, and a fee of Four Thousand Dollars (\$4,000.00) per hour for every hour equipment is still on the Parking Lot thereafter.

2. **Representations and Warranties.** The Parties hereby represent, warrant and agree that they have the full right power and authority to enter into this Agreement and perform all of their obligations hereunder;
3. **Indemnification.**
- (a) The Parties agree to protect, defend, indemnify, and hold harmless each other and their affiliates and their respective directors, officers, employees, agents and representatives, and the participants in the Events from and against any and all expenses, damages, losses, penalties, assessments, fines, liabilities, investigations, mediations, arbitrations, claims, suits, actions, judgments and costs (including, without limitation, reasonable attorney's fees and disbursements) whatsoever (collectively, the "Claims"), whether suit is instituted or not, and, if instituted, whether at any trial or appellate level, and whether raised by the parties hereto or any third party, arising out of, with respect to or in connection with (i) any breach by either Party or its directors, officers, members, managers, employees, subcontractors, agents or representatives of any provision of this Agreement, including, without limitation, any representations, warranties and covenants contained herein, and (ii) any act or omission of either Party or its directors, officers, members, managers, employees, subcontractors, agents or representatives, including, without limitation, under any contracts entered into by either Party; (iii) any claim made in connection with the Events that is not covered by the respective Company's insurance policies and/or (iv) any Claims by any provider of services or property to either Party. The indemnification obligations of the Parties shall survive the termination or expiration of this Agreement.
- (b) The indemnified party ("Indemnified Party") under this Section 7 shall give the indemnifying party ("Indemnifying Party") under this Section 7 prompt written notice of any Claim, including any documentation it may have in its possession relating thereto. The Indemnifying Party, at its sole cost and expense, shall conduct the defense of any third party Claim and all negotiations for its settlement or compromise unless otherwise mutually agreed to in writing between the Parties (provided, however, that the Indemnifying Party shall keep the Indemnified Party informed of all settlement and litigation matters and the Indemnifying Party shall not have the right to bind the Indemnified Party to any agreement without its prior written consent, which consent will not be unreasonably withheld or delayed). The Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense of any third party Claim at the Indemnifying Party's expense.



4. **Assignment.** This Agreement is not assignable by either party without prior written consent of the other party and notwithstanding such permitted assignment, delegation or subcontracting, neither Party shall be released from its duties and obligations hereunder

5. **Choice of Law; Jurisdiction.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without regard to any conflicts of law provisions that would result in the application of the law of any other jurisdiction.

6. **Notice.** Except as otherwise specifically provided in this Agreement, all notices or designations required or permitted hereunder shall be in writing and shall be delivered personally, sent by first class, registered or certified mail, return receipt requested, postage prepaid, by overnight courier or by facsimile addressed as follows:

If to ESM: Exclusive Sports Marketing, Inc.  
18 NW 18<sup>th</sup> Street  
Delray Beach, FL 33444  
Attention: Matthew Lorraine  
Telephone: 561-504-2001

If to BM: Beach Majors GmbH  
Linsengasse 57  
9020 Klagenfurt  
Austria  
Attention: Hannes Jagerhofer, President  
Telephone: +43/1/470 72 47-332

If to ACT: ACT productions, Inc.  
407 Lincoln Road, Suite 302  
Miami Beach, FL 33139  
Attention: Bruce Orosz  
Telephone: 305-538-3809

or to such other addresses as the parties may designate in writing. Notices shall be deemed given upon personal delivery, on the date upon which the return receipt is signed or delivery is refused if mailed, on the date of transmission with confirmed answer back if by facsimile if sent on a business day or on the date delivered if by overnight courier if delivered on a business day

7. **Headings.** Paragraph headings have been inserted in this Agreement as a matter of convenience of reference only. Such headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement.

8. **Parties in Interest.** Every covenant, term, provision and agreement contained in the Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. **Entire Agreement; Modifications.** This Agreement (including any Exhibits hereto) constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and commitments. No amendments or modifications of this Agreement shall be effected unless made in writing and signed by both Parties.

10. **Construction.** This Agreement has been negotiated freely and openly by the parties, and it shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.
11. **Severability.** Every provision of the Agreement is intended to be severable. If any term or provision of the Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of the Agreement.
12. **Waivers; Time of the Essence.** Except as otherwise provided herein, no waiver of any of the provisions of the Agreement shall be valid or effective unless in writing and signed by the waiving party, and no waiver of any breach or condition of the Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Contractor acknowledges and agrees that time is of the essence in performance of this Agreement.
13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and of which together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery thereof.
14. **Force Majeure.** In the event either of the Events is canceled by reason of any act beyond A1A's or BM's reasonable control, including, but not limited to, civil war, acts of God, fire or flood, inclement weather which could affect the health or safety of participants, natural disaster, strike, isolated instances of violence, terrorism, labor or material shortages, natural disasters, riots, civil commotion, acts of the public enemy or any law, regulation, order or direction of any government authority, then this Agreement shall be terminated and both Parties shall be relieved of their respective responsibilities hereunder.

IN WITNESS WHEREOF, A1A, BM and ACT have caused their duly authorized officers to execute this Agreement as of the date first above written.

Exclusive Sports Marketing ("ESM")

By: Matthew Lorraine 10/12/16  
 Matthew Lorraine  
 CEO

Beach Majors GmbH ("BM")

By: Harald Jäger 10/12/16  
 Harald Jäger  
 President

BEACH MAJORS GMBH	
BEACH MAJORS GMBH E-MAIL: info@beachmajors.com TEL: +43 (0) 2232 42 1	BEACHMAJORS.COM WWW.BEACHMAJORS.COM
BILLING ADDRESS Untergasse 53 9520 Magerburg, Austria	OFFICE VIENNA Hauptstrasse 123 1060 Vienna, Austria
VAT No. 471	A# 5233706

ACT Productions, Inc. ("ACT")

By: Bruce Orosz 10/12/2016  
 Bruce Orosz  
 President