

**CITY OF FORT LAUDERDALE  
TEMPORARY BEACH LICENSE  
AND  
OUTDOOR EVENT AGREEMENT**

THIS IS AN AGREEMENT, entered into on 3.9, 2026, between:

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

and

**LA FAMILIA MUSIC ENTERTAINMENT LLC**, a Florida limited liability company, hereinafter referred to as "Applicant."

WHEREAS, the Applicant wishes to hold an outdoor event at the **Fort Lauderdale Beach Park** and has submitted a Special Event Application with an Anti-Human Trafficking Affidavit, which are incorporated into this Agreement and identified as "**Composite Exhibit A**" in compliance with the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida, and Section 787.06, Florida Statutes (2025), as may be amended or revised, and subject to the terms hereof, Applicant has requested approval from the City to conduct the "Isla Music Festival," or other title as determined by the Applicant, which includes a one (1) day beachfront music festival featuring multiple artists; and

WHEREAS, the event will call attention to and raise funds to benefit mental illness awareness and children cancer foundation, including, without limitation, entertainment, film screenings, exhibits, souvenir sales and concessions collectively hereinafter referred to as the "Event"; and

WHEREAS, in accordance with the terms hereof, Applicant shall provide the required certificates of insurance and indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that occurs as a sole and direct result of the actions or inactions of Applicant in connection with and/or as a result of the operation of said Event; and

WHEREAS, City has been advised that, due to the scope and magnitude of the proposed Event, Applicant desires a contract with City so that Applicant can appropriately plan the commitment of resources, sponsors, subcontractors and finances; and

WHEREAS, pursuant to City's Code of Ordinances, in order to conduct such Event, Applicant and City wish to enter into this Agreement related to the event.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **RECITALS AND EXHIBITS INCORPORATED.** The foregoing recitals are true and correct and incorporated herein by this reference. Any Exhibits referenced herein are incorporated herein by this reference.

2. **DEFINITIONS.** For the purposes of this Agreement and the various covenants, conditions, terms and provisions that follow, the Definitions set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

a. “Agreement” means this Agreement between the City and Applicant, including all of the attached and or referenced Exhibits, as the same may be amended in writing from time to time, with an original on file with the City Clerk.

b. “Applicant” means La Familia Music Entertainment LLC, a Florida limited liability company.

c. “Breakdown” shall mean the use of heavy equipment, machinery or vehicles which use backup alarms in the deconstruction of the event structures in a manner that may produce noise or otherwise disturb area residents. No work shall be performed between 9:00 p.m. and 7:00 a.m. The term Breakdown shall not include the cleanup or wind-down of event operations in a manner that does not involve heavy equipment and machinery.

d. “City” means the City of Fort Lauderdale, Florida, a municipal corporation of the State of Florida, of which the City Commission is its governing body.

e. “Contract Administrators” means the City of Fort Lauderdale’s City Manager for the City or designee and the Manager of La Familia Music Entertainment LLC or his/her designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrators. The Contract Administrators may not make any change to this Agreement without the approval and formal amendment to this Agreement in writing by City and Applicant.

f. “City Manager” means the City of Fort Lauderdale’s City Manager

g. “Event Impact Areas” means the areas outside the Event Site that are directly impacted by the Event and because of the impact to these areas, mitigating services are provided at the sole cost of the Applicant including, without limitation, police services, emergency medical services, traffic control, crowd control and trash removal. The Event Impact Areas shall be determined by the City in consultation with Applicant and may change over time as the attendance at the event or the use of mass transit service changes. In the event of a disagreement between Applicant and the City regarding the Event Impact Areas, the City Manager’s decision shall be final as to the determined Event Impact Areas.

h. “Event Period” means only on the date(s), time(s), and with any approved road closure(s) and music exemption(s), as mutually agreed upon in writing by City Manager and Applicant with concert performances ending by 10:00 p.m. on each day of the Event, as set forth in the attached “**Schedule 1**”.

i. “Event Site” means collectively the area on the barrier island used to hold the Event from the Sheraton Fort Lauderdale Beach extending north to SE 5<sup>th</sup> Street and A1A to the Atlantic Ocean, and is further described in the “Event Location Map.” The Schedule 1, the Event Site Plan, and the Event Location Map, incorporated herein this Agreement and identified as “**Composite Exhibit B**”.

j. "Maintenance of Traffic Plan" shall have the meaning given to such term in Section 5 of the Agreement.

k. "Public Safety Plan" shall have the meaning given to such term in Section 5 of the Agreement.

l. "Repair" shall mean any work (including all third party labor, supplies, materials and equipment) reasonably necessary to repair, restore, or replace any equipment, building, structure or any other component of the Event Site, if such work is solely necessitated by any damage or destruction, including any damage or destruction resulting from the acts or omissions of other parties, including licensees or invitees of the Applicant, related to the Event. Repairs shall also include work necessitated by damage or destruction caused by the negligence of the Applicant and/or their agents, employees, contractors or subcontractors.

m. "Site Plan" shall have the meaning given to such term in Section 7.

n. "Temporary Beach License" shall mean the Fort Lauderdale City Commission's approval of the Applicant's temporary use of the City beach for the Event in accordance with Section 8-55 of the Code of Ordinances of the City of Fort Lauderdale, Florida, and subject to and conditioned upon the terms and conditions outlined in this Agreement. The Applicant agrees to pay a user fee of Five Hundred Dollars (\$500.00) per day for each Event day on the beach including, but not limited to, set-up and breakdown days, or any day where the general public's use of the beach is restricted due to the subject Event, as approved by the City Commission.

o. "Term" shall have the meaning given to such term in Section 4.

3. **PERMISSION TO USE.** Subject to the terms hereof, Applicant is hereby authorized and entitled to use the Event Site during the Event Period in order to conduct the Event. The actual extent of the area to be used shall be limited by the water line and the Maintenance of Traffic ("MOT") Plan and the approval by City of all street closures, including those streets and transportation corridors that are defined as part of the Event Site as allowed by law. The right to use the Event Site does not imply that the Applicant is automatically allowed to close the streets and transportation corridors that are defined as part of the Event Site. Other City properties, if appropriate and mutually agreed upon in writing by the City and Applicant, may also be used for the Event. Upon request, the City Manager or designee shall have the right to approve or deny the use of promotional materials and advertising for the Event, which approval shall not be unreasonably withheld. If, upon review, the City Manager or designee denies the use of certain promotional materials, the City shall identify with specificity the basis for such denial and the Applicant shall use best efforts to remove the specifically restricted materials from future publication.

All alcohol sales during the Event shall be governed in accordance with all applicable Florida Statutes and sections of the City of Fort Lauderdale Code of Ordinances.

4. **TERM:**

- a. The Term of this Agreement shall commence upon execution of this Agreement

and shall expire at the conclusion of the Event as set forth in the attached **Schedule 1**. Applicant agrees that the final concert performance will end by 10:30 p.m. the day of the Event.

5. **PUBLIC SAFETY PLAN FOR THE EVENT.** Due to the physical size of the Event and the number of people that may attend, City shall arrange for all necessary personnel to provide public safety at the Event Site and Event Impact Areas. The parties will consult with each other in regard to the levels of security including the scaling down of such services for the set up and breakdown of the Event. City reserves the right to require, in good faith, that additional services be provided, at the sole cost to Applicant, to ensure the appropriate level of public safety. These services shall include, without limitation, crowd control, traffic management, fire rescue, ocean rescue, emergency medical services, and police services. Applicant is required to provide signage, traffic barricades, and cones to facilitate public safety and will set up and remove at no cost to the City.
  - a. The Applicant shall provide a draft Public Safety Plan to City no later than sixty (60) days prior to the date of the Event, and the Public Safety Plan shall be incorporated into this Agreement and marked as “**Exhibit C**”. This plan shall contain reasonable and customary information which may include, but not be limited to, the Applicant’s planned actions to respond to and mitigate various threats and emergency incidents which may occur during the Event. After receiving the final private security and Event Public Safety Plan from the Applicant, the City shall work with the Applicant in order to properly determine the number of personnel necessary to effectively and efficiently carry out the Public Safety Plan. The City shall develop an anticipated budget for the Public Safety Plan and other City services and provide the anticipated budget to the Applicant not more than twenty-one (21) days following receipt of the Public Safety Plan. In the event of a disagreement between Applicant and the City regarding the number of personnel required for the Public Safety Plan and the anticipated budget of the Public Safety Plan, the City Manager shall seek to resolve such disagreement by taking into account the best interest of the public’s safety and the reasonable cost for implementing the Public Safety Plan. The City Manager’s decision shall be final as to the appropriate level of staffing for the Public Safety Plan and the anticipated budget for the Public Safety Plan. City agrees to include in its anticipated budget to the Applicant the number of proposed on-site City personnel that will be assigned during the Event as allowed by Florida Statute. Due to the sensitive security and safety implications, including related input and responsive staffing plans provided by the City, the Public Safety Plan shall not be available for public or media distribution, as allowed by law.
  - b. The parties will act in good faith to keep the other party notified of the latest information and any new developments or incidents that might cause additional public safety personnel to be deployed to the Event. Both parties agree that an essential element of the Event’s Public Safety Plan includes a procedure, mutually agreed upon in advance, the Applicant must follow during the Event to record the number of participants within the Event Site at any given time. Participant numbers must be real time and verifiable by City public safety personnel. In the event the primary participant count process fails during the Event, the Applicant must have a contingency process in place and readily

available for activation to ensure accurate continuation of participant counts. This contingency procedure along with the initial participant verification procedure shall be included and approved by the City in advance or as part of the Public Safety Plan. The Contract Administrator, City police or fire personnel shall have the right to request participant numbers from the Applicant at any time throughout the course of the Event. The City Officials understand that such information is sensitive in nature, and those officials shall use good faith best efforts to share such information on a need to know basis and shall not be available for public or media distribution, unless requested as a public record request.

- c. In addition to the Applicant's Public Safety Plan, the City's Police and Fire Departments will author separate comprehensive Incident Action/Operational Plans specific to their duties. Such plans will take into consideration several factors, to include nationally accepted event planning and management guidelines utilizing the National Incident Management System (NIMS) and the Incident Command System (ICS). These plans will be fluid up until the conclusion of the event and may change based on real time intelligence, threat information, and other relevant input. Local representatives and agents from the Federal Bureau of Investigation (FBI) Special Events Unit, the Department of Homeland Security (DHS), Navy Criminal Investigative Service (NCIS), and other public safety partners will assist in determining the level and magnitude rating of this event, advise of any potential national security considerations and provide intelligence gathering and event threat assessment assistance. Due to the sensitive security and safety implications of such plans, they will be kept confidential, accessible to City officials and Police/Fire personnel only and shall not be available for public or media distribution.
- d. Applicant agrees to provide the City with emergency access to all areas included in the Event Site to ensure the safety and welfare of the community.
- e. The cost for any additional services or expansion of services requested by Applicant, in writing, shall be an expense to Applicant and City shall be paid for all costs and expenses in association with any such addition or expansion of services provided to Applicant. Expansion of services means enhancements of activities, any changes in the type of activities provided or changes in parameters of Event or the Event Site, incidental to or requested by Applicant, including physical location and boundaries that result in an increase in the City's cost to provide all necessary services.
- f. Should Applicant request non-critical public safety services, such as a police escort, or if such services are beyond the City's ability to provide, Applicant may make such arrangements and coordinate these services with the City. The cost for these additional services shall be an expense to Applicant, and all such costs and expenses shall be paid to City within the time frame as set forth in Section 21, Reimbursement of Costs and Expenses.
- g. In the event of an emergency or disaster during the Event, at the Event site or as a direct result from the Event activities, that requires public safety resources

beyond the original Public Safety Plan, it shall be the responsibility of the Applicant to reimburse the City's reasonable additional cost to respond to such emergency or disaster that the City would not have otherwise incurred had such Event not been taking place. This section shall not apply to any natural disaster, act of terrorism, or act of God that may occur at the Event Site during the Event including, without limitation, a hurricane, lightning strike, tornado or any other such causes whatsoever beyond the control of the parties and unrelated to the Event.

- h. Applicant acknowledges that traffic control plans shall accommodate the ingress and egress to residences during the course of the Event.
  - i. The sellable capacity for each performance day of the Event shall not exceed 30,000 unless otherwise approved by the City Fire Marshal and agreed in writing by the parties. This provision shall be subject to annual review and approval in consultation with the Applicant, provided that the sellable capacity shall not be reduced unless required by law, emergency order or other similar legal limitation.
6. **STREET CLOSINGS:** City reserves the right to approve all street closings, including those streets and transportation corridors that are defined as part of the Event Site, in association with the Event and any requests for street closings should be included with the MOT Plan that is submitted by Applicant. Applicant agrees to coordinate and make the appropriate arrangements with any merchants or residents affected by any street closures to ensure they are provided sufficient and reasonable access to their businesses and residences.
7. **SITE PLAN:** Not less than ninety (90) days prior to the date of the Event, Applicant shall provide to the City the following:
- a. For the Event Site and Event Impact Areas, a detailed Site Plan for the Event showing locations that will be designated for Applicant's exclusive use, detailing the locations of any tents, sanitary facilities, parking, stages, booths, concessions, alcoholic beverage service areas, and other such services together with the boundary lines, including those down to the waterline as allowed by law, of any fences, barriers etc. to be constructed at the Event Site, and the times when such borders, fences and/or facilities will be constructed, operated and dismantled. Such Site Plan shall be subject to the review and approval by the appropriate City departments, such approval not to be unreasonably withheld or delayed. Any additional changes made to the Site Plan by Applicant, after reviewed by the appropriate City departments, must be approved by the City, which such approval will not be unreasonably withheld or delayed. A final inspection will be conducted by the City immediately prior to the Event to ensure that the location of all tents, booths, sanitary facilities, stages, etc. are in accordance with the City approved site plan and code regulations which is incorporated into this Agreement and identified as **Composite Exhibit B**.
  - b. A description of all activities and events to occur at the Event Site and Event Impact Areas including activities and any maintenance of the waterline fence, barrier and/or borders during the Event.

- c. The cellular and business phone numbers of the individuals in charge of the various aspects of the Event.
  - d. Copies of all applicable permits and licenses required by the City's Development Services Department and Fire Department. These permits include, but are not limited to, permits necessary for tents, merchandise, food and beverage vendors and electrical connections, FDEP permits and other County or State permits.
8. **NON-PUBLIC SAFETY SERVICES:** City shall provide, as necessary, oversight, coordination and direction, but not supervision, of Applicant's employees or contractors related to Event transportation, setup, storage, maintenance, repair or replacement of property, cleanup and breakdown of Event Site including removal of barricades and safety cones. Applicant shall remain an independent entity at all times.
9. **MAINTENANCE OF EVENT SITE AND EVENT IMPACT AREAS:**
  - a. Applicant shall be responsible for and shall provide sufficient temporary public sanitary facilities as to meet the requirements established by the Department of Development Services. Applicant shall provide daily service of the facilities at all times during the Event Period. The cost of such temporary public sanitary facilities shall be an expense to Applicant and all costs and expenses for facilities furnished by the City to Applicant shall be paid to City within the time frame as set forth in Section 21, Reimbursement of Cost and Expenses.
  - b. Applicant shall be responsible for all cleanup costs and expenses associated with the removal of trash and debris that accumulates on any portion of Event Site or in the designated Event Impact Areas. All trash shall be collected and removed throughout the Event with final cleanup being completed within twenty-four (24) hours of the completion of take-down of the Event, or within established time frames as agreed to by the parties. The requirement to remove trash and debris includes street sweeping. Applicant will cover and reimburse City for all costs associated with trash and debris removal within the Event Site and Event Impact Areas.
  - c. In the event the Applicant wishes to utilize temporary mobile cellular communication (service boosting) towers, which can also benefit public safety by increasing the E-911 capabilities of the specific service provider, the Applicant must notify the City Police and Fire Departments and agrees that the contracted equipment provider with whom they procure such equipment, services will work closely with the City Radio Engineers to confirm the temporary towers will not interfere with the City or County public safety radio frequencies.
  - d. Applicant will be responsible for the clean-up of all temporary flooring which supports tour buses and equipment.
10. **PARKING AND TRANSIT SERVICES:** It will be the responsibility of Applicant to arrange and coordinate all parking at City facilities and any transit services from these facilities to the Event Site. All parking lot requests must be in writing at least thirty (30) days in advance of the Event. An estimate of parking charges will be provided to Applicant no more than seven (7) days after receiving written requests. Applicant understands that

the approved special event parking rate is a daily rate and may not be prorated. Requests to change an issued City parking invoice must be made in writing prior to the end of the Event. City agrees to invoice Applicant, per Section 26- 161(d)(10) of the City of Fort Lauderdale Code of Ordinances, which establishes a special event parking rate of Thirty Dollars and 00/100 Cents (\$30.00) per space per day, plus applicable sales taxes, to use any public metered parking spaces that are removed from public use as requested by the Applicant and approved by the City. The Applicant will be charged for failing to return or disposing of any parking items such as meter bags or parking signs. Parking and transit service charges for all subsequent Event dates may be subject to change and subject to mutual renewal terms.

11. **CONSTRUCTION OF FACILITIES, STRUCTURES, CANOPIES, TENTS AND CONCESSION STANDS:**

a. Applicant shall be allowed to construct and maintain on the Event Site, such facilities and structures that are necessary for the Event including, but not limited to, fences, barriers, grandstands and signs as approved by the City and at such locations as approved by the City.

b. All such structures, facilities, concession stands and canopies may be erected and deliveries related thereto may begin on the date specified in **Composite Exhibit B**. All such structures must be removed by the final date of breakdown as set forth in **Composite Exhibit B**. Except where such structures, facilities, concession stands, canopies and tents are permitted by this Agreement, the same shall not otherwise interfere with the normal operations of the property. Applicant shall be permitted to erect canopies, tents, stages and concession stands to sell additional merchandise for the Event at City-approved locations. Any setup or breakdown of such structures at the Event Site shall be in accordance with the terms contained in the City's Noise Ordinance No. C-08-37.

c. Applicant is hereby granted permission to erect canopies, tents, and concession stands, at such locations in accordance with the approved Site Plan. It is further agreed and specifically understood that permission to erect such canopies, tents and concession stands, as aforementioned is conditioned upon Applicant complying with the following:

- (1) Within ten (10) days of the Event Period, Applicant shall file with the City Manager a detailed Concession Plan specifying the locations, hours, dates and types of concessions that will operate during the Event. The Concession Plan shall identify and list the individuals, corporations, partnerships or other entities that are or will be operating such concessions, tents or canopies at the Event Site. Such information may be subject to change, and will be communicated on a rolling basis, the same as if it were known on execution hereof.
- (2) Applicant shall obtain approval by the City Fire Department and file with its application evidence that such canopies, tents, awnings, and concession stands are of fireproof material and will not constitute a fire hazard. City's Development Services Department shall review and approve the proposed use of any temporary structure used in association with the Event in accordance with the standard criteria as outlined in the City's Code of Ordinances and Florida Building Code.

d. All construction, installations, and services, including electrical hook-ups, shall be made at Applicant's expense and approved in advance by the City's Sustainable Development Department. If electricity is required, Applicant shall negotiate arrangements for such service with the City or a licensed contractor. This cost shall be an expense to Applicant and, if furnished by City, shall be paid to City within the time frame as set forth in Section 21, Reimbursement of Costs and Expenses.

e. Unless Applicant receives prior specific written permission by the City Manager, no construction or installations shall involve the use of stakes or other material that may break the surface or deface any infrastructure such as asphalt, concrete, brick or any plant material.

f. Applicant shall provide access to the necessary City staff required to work the Event. Applicant and City will agree to the list of passes that will be distributed for the Event at least ten (10) days prior to the Event. Additionally, Applicant shall provide an operations tent to be utilized by the City of Fort Lauderdale during the Event days. Location of this operations tent shall be determined by the City.

12. **MAINTENANCE OF AND PAYMENT FOR DAMAGE TO PROPERTY:**

a. No more than five (5) days prior to the Event, City and Applicant shall inspect and document the condition of the Event Site and Event Impact Areas. It shall be the responsibility of the Applicant during the initial walk through inspection to point out to the City the areas of disrepair or pre-existing conditions reasonably visible to Applicant upon a cursory inspection and walk-through. At the conclusion of the Event, City and Applicant shall inspect the condition of the Event Site and Event Impact Areas to ascertain and identify any damages that have occurred to the Event and City shall inform Applicant of all necessary Repairs. Within fourteen (14) days of the Event, Applicant shall make all necessary Repairs to restore the Event Site and Event Impact Areas to a condition equal to that existing as of the first date of Set-up as set forth in **Composite Exhibit B**.

b. Applicant agrees to Repair all core drilling holes in the asphalt, concrete, and all other paved and unpaved surfaces, made to facilitate the erection of barriers, stages, fences, tents and other improvements to the Event Site and Event Impact Areas, according to City standards, as determined by the City Manager in his sole discretion, within seventy-two (72) hours after the conclusion of the Event.

c. Applicant shall be responsible for damage to all plants, shrubs, trees, other landscaped areas, paved surfaces, and to any and all structures located or situated upon any portion of the Event Site or Event Impact Areas. Applicant shall be responsible for the costs to Repair any part of the Event Site or Event Impact areas that are damaged during the Event Period as a result of the negligence or wrongful acts of Applicant or Applicant's agents, employees, contractors, subcontractors, invitees, licensees, or attendees. Applicant shall be responsible, at Applicant's sole expense, for the repair or loss of its officers', contractors', subcontractors', and agents' personal property, except for repairs of such property caused by the negligence of the City or its officers, employees or agents.

- d. It is further agreed that if damage is found to exist as a result of the Applicant or its agents, employees, contractors, subcontractors, invitees, licensees, or attendees' negligence during the Event Period, City shall furnish Applicant with a written report of such damage by the close of business on the Friday following the Event. The report shall estimate the cost to remedy such damage. If Applicant arranges for such damages to be repaired by a third party, such cost shall be paid by Applicant to City within fourteen (14) days after Applicant receives the City's invoice of the cost of said damage.
13. **SECURITY OF APPLICANT'S PROPERTY:** All construction materials, equipment, goods, signs and any other personal property of Applicant shall be protected solely by Applicant. Applicant acknowledges and agrees that City assumes no responsibility, whatsoever, for any such item and that the security and protection of any such item from theft, vandalism, the elements, acts of God, or any other cause, are strictly the responsibility of Applicant.
14. **APPLICANT'S CONTRACTS:** Applicant agrees to be solely responsible for all contracts or agreements of any nature including, without limitation, those for entertainment and vendors for the Event. All contracts for the Event shall be negotiated by Applicant and secured at the sole expense of Applicant. City shall not be named as a party in any contract for the Event and City shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with such Event.
15. **SUBLEASES, ASSIGNMENTS, OR TRANSFERS:** Applicant or any of the principals of the corporation shall not assign, sublease or transfer any of its obligations and/or rights under this Agreement, in whole or in part, to any person, business or entity, without the prior written approval of City, such approval not to be unreasonably withheld or denied. Any such action by Applicant will result in immediate cancellation and termination of this Agreement by City.
16. **LICENSES AND PERMITS. COPYRIGHTS, PATENTS, AND TRADEMARKS:** Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction over the Event Site for the protection of sea turtles issued by the appropriate governmental agency. Additionally, if Applicant intends to use any item which is or may be protected from infringement, such as but without limitation, copyrights, patents and trademarks, if requested by City, Applicant shall provide City evidence showing that the applicable licenses, permits, or permission related to the live performance of music in connection with the Event have been secured and, if applicable, that all fees have been paid in full by Applicant. The provisions of this paragraph specifically apply to the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Incorporated ("BMI") and any other similar organization that may require written permission and payment of a fee for use of protected music. Applicant shall ensure that all performance payments required to be made under such licenses are timely paid in accordance with the terms of such licenses. Evidence of such licenses or payments shall be submitted to City upon request. In the event Applicant fails to submit evidence of such licenses or reports as required herein or the documentation is not satisfactory to City, Applicant shall be responsible for payment to City for all license fees incurred by the City in connection with the Event. City shall have no responsibilities to any performing rights licensing organizations for any performance during the Event.

Upon receipt of approval of City's Habitat Conservation Plan (HCP) from the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (USFWS), Applicant agrees and shall be subject to all requirements associated with the City's Incidental Take Permit (ITP) and HCP for the protection of and to minimize impacts to nesting federally endangered sea turtles protected under the Endangered Species Act of 1973, as amended (87 Stat. 884; 16 U.S.C. 1531 *et seq.*).

17. **STANDARDS OF CONDUCT; COMPLIANCE WITH RULES, REGULATIONS, ORDINANCES:** Applicant agrees that at all times it will conduct its activities with full regard for public safety and will observe and abide by all federal, state and local laws, the federal and state constitutions, and all rules, regulations and ordinances of City and any other governmental agency having jurisdiction including, without limitation, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, sanitation and food facilities and hours of operation. Applicant shall further take all precautions and use due care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to the Event.

18. **INSURANCE:**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Applicant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Applicant. The Applicant shall provide the City a certificate of insurance evidencing such coverage. The Applicant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Applicant shall not be interpreted as limiting the Applicant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Applicant for assessing the extent or determining appropriate types and limits of coverage to protect the Applicant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Applicant under this Agreement.

The following insurance policies and coverages are required:

**(Send these requirements to your insurance agent to be sure you can meet the expectations of the Agreement. The City must receive a thorough and accurate Certificate of Insurance upon execution of the Agreement.)**

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property

Damage, and Personal and Advertising Injury

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Applicant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### Liquor Liability

Applicant shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Applicant shall provide written documentation to confirm that coverage already applies to this Agreement.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Applicant does not own vehicles, the Applicant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Protection and Indemnity (P&I) Coverage (Watercraft Liability)

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. Contractors ineligible for a State exemption certificate agree that they are excluded from any benefits, from the City, afforded under Chapter 440, Florida Statutes.

The Applicant waives, and the Applicant shall ensure that the Applicant's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13

Waiver of our Right to Recover from Others or equivalent.

The Applicant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Applicant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to commencement of set-up for the event.
- b. The Applicant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Applicant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Applicant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Applicant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
Attn: Parks & Recreation  
401 SE 21 Street  
Fort Lauderdale, FL 33316

The Applicant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Applicant's expense.

If the Applicant's primary insurance policy/policies do not meet the minimum

requirements, as set forth in this Agreement, the Applicant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Applicant's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Applicant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Applicant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Applicant's insurance policies.

The Applicant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Applicant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Applicant's responsibility to ensure that any and all of the Applicant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Applicant.

19. **INDEMNIFICATION AND HOLD HARMLESS:** Except in cases of City, its agents, officers, and/or employees negligence or willful misconduct, Applicant agrees to indemnify, defend and hold harmless City, its officers, agents and employees, against any and all damages, claims, losses, liabilities and expenses including claims and losses of bodily injury, property damage, illness and/or sickness (including, without limitation, reasonable legal fees and disbursements) caused by, in connection with, arising out of, or resulting from the use of the Event Site or Impact Area or caused by, in connection with, arising out of, or resulting from any act by Applicant, its partners, employees, officers and agents done in the performance of this Agreement. If called upon by City, Applicant shall defend not only itself, but also City in connection with any such claim at Applicant's expense, and at no expense whatsoever to City. Applicant further agrees to defend, indemnify, save and hold harmless the City and the City's officers, agents and employees from any claim, suit, loss, cost or expense or any damages arising out of or relating to Applicant's failure to obtain all necessary performing rights and licenses for the event (BMI, ASCAP, etc.). City shall be liable for damages or injuries caused by the City's negligence as determined by a court of competent jurisdiction in the State of Florida. The foregoing sentence shall not serve as a waiver of the City's sovereign immunity or of any other legal defense available to the City and shall be subject to the limitations contained in Section 768.28, Florida Statutes, as amended or revised.

20. **LIMITATION OF LIABILITY:**

a. 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 \$25,000.00. 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 \$25,000.00.

b. 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 \$25,000.00, 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.

## 21. COSTS AND EXPENSES FOR CITY SERVICES:

a. As provided for in Section 5 above, Applicant shall plan and provide for public safety. Applicant agrees to cover all out of pocket costs and expenses incurred by the City for services provided for the Event including, without limitation, public safety, maintenance, cleanup, utility connections, breakdown and removal, storage and Repair or replacement of property, and staff time incurred as a result of the Event. Applicant agrees and understands that the off duty rate for police personnel for all special events is calculated at a three (3) hour minimum rate. There is a 24 hour cancellation requirement to avoid the three (3) hour minimum payment per officer. All payments will be paid within two (2) weeks of the payroll being submitted. Applicant agrees that positions for all security and supplemental police details for the Event should first be offered to City personnel at the detail rate. If an insufficient number of personnel are available at the detail rate, Applicant shall have the option to utilize outside Florida sworn agencies to fill the deficiency prior to the City mandating personnel to work at the overtime rate, with this request made through and coordinated by the City Police and/or Fire Rescue Departments. The Fort Lauderdale Police Department and Fire Department shall retain the command and control of their respective event operation areas at all times and any mutual aid or assisting agency personnel shall follow such command procedures. Applicant further agrees to be responsible for any capital improvements that the City must make to accommodate Applicant's request for any building, electrical, plumbing, fire, municipal, or county code requirements. Applicant shall also be responsible for any replacement and restoration costs as set forth in Section 12, Maintenance of and Payment for Damage to Property.

b. If required by the City, Applicant agrees to secure a bond in an amount equal to one hundred ten percent (110%) of the estimated cost of reimbursement for City services, to cover all costs and expenses associated with hosting the Event including, without limitation, public safety, maintenance, cleanup, utility connections, breakdown and removal, storage and Repair or replacement of property. City reserves the right to approve the bonding company or institution issuing the bond and the instrument shall be kept in full force and effect for the period of the Agreement. No later than thirty (30) days prior to the date of permission from City to first use the Event Site, Applicant shall provide the City with a valid payment bond in the amount specified above. The bond shall be written

by a corporate surety company holding a Certificate of Authority from the Secretary of Treasury of the United States, executed and issued by a resident agent licensed by and having an office in the State of Florida, representing such corporate surety, providing that if Applicant fails to duly pay for any labor, materials, or other supplies used by Applicant, the surety will pay the same in the amount not exceeding the sum provided in such bond. Applicant shall also have the option to escrow the funds in an amount equal to one hundred ten percent (110%) of the cost of reimbursement for City services (“Obligated Amount”) in which case a bond would not be required by the City. The Obligated Amount shall be placed into the City of Fort Lauderdale Escrow Account to be held in escrow under the terms and conditions hereinafter set forth (“Escrow Deposit”).

c. In the event the Applicant elects to deposit the Obligated Amount with the City of Fort Lauderdale Treasurer, who shall be the Escrow Agent, the Escrow Agent shall promptly deposit, retain and disburse the Escrow Deposit in accordance with the terms hereof or as may be directed in writing by both the Applicant and City Manager on behalf of the City or as may be directed by a court of competent jurisdiction.

d. If the Escrow Agent is in doubt as to his or her duties, the Escrow Agent shall retain the Escrow Deposit until Applicant and City, through its City Manager, collectively agree in writing to the disposition of the funds or until a court of competent jurisdiction has adjudicated the rights of Applicant and the City.

e. Any suit between Applicant and City where Escrow Agent is made a party because of acting as Escrow Agent, or in any suit where Escrow Agent interpleads the Escrow Deposit, Escrow Agent shall recover reasonable attorney’s fees and costs from the Escrow Deposit, as between Applicant and City, and such fees and costs shall be charged and assessed against the non-prevailing party.

f. The parties agree that the Escrow Agent shall not be liable to any party or person for misdelivery of the Escrow Deposit or any portion thereof to Applicant or City, unless misdelivery is due to willful breach of the terms hereof or gross negligence on the part of Escrow Agent.

g. Except as provided herein, the Escrow Deposit will be held until all affected departments have submitted their final invoices for the reimbursement of City services. Once the final invoices are received, the Applicant will be notified for approval. Once approved, the Escrow Agent will make payment of the final invoices from the Escrow Deposit, unless City and Applicant agree in writing that Applicant will pay one or more City departments directly. After payment of all such invoices, any remaining Escrow Deposit shall be promptly returned to Applicant. The parties acknowledge that Applicant is currently required to pay public safety officers promptly following the Event and well in advance of the final invoice and release of Escrow Deposit process described herein. Accordingly, an amount equal to the budgeted amount for public safety services will be wired back to the Applicant’s bank account on the first business day following the final performance date of each Event.

h. Any action or claim relating to the misuse, fraud, or other intentional misconduct relating to the Escrow Deposit of the Obligated Amount shall not be limited by Paragraph 20, Limitation of Liability.

22. **REIMBURSEMENT OF COSTS AND EXPENSES:**

a. Subject to the terms hereof, Applicant shall pay City for all costs and expenses incurred by City for which Applicant is responsible hereunder within fourteen (14) days of receipt of any invoice from City. If total amount is not paid within fourteen (14) days, interest charges at the maximum allowable under Florida Statute shall be applied.

b. Should Applicant disagree with the invoice provided by the City, it shall state its reason(s) in writing and may request the City Manager to review the charges and render a decision. If Applicant does not agree with the City Manager's decision, Applicant may make a petition to the City Commission. If Applicant does not agree with the results of such review, upon the filing of a lawsuit the parties shall agree to mandatory mediation.

23. **ANTI-HUMAN TRAFFICKING:** As a condition precedent to the effectiveness of this agreement, the Applicant shall provide the City with an affidavit on a form provided by and approved by the City and signed by an officer or representative of the Applicant under penalty or perjury attesting that the Applicant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

24. **AUTHORITY OF CITY MANAGER:** Applicant shall coordinate the use of Event Site in accordance with the terms hereof and the approved Site Plan, in consultation with the City Manager. The City Manager shall notify Applicant when, in the City Manager's reasonable opinion, such activities may be or are detrimental to the public or to the City, or if the City has reason to believe that Applicant, its agents, subcontractors, independent contractors or employees have violated any law, rule or ordinance. After consultation with Applicant, City reserves the right to eject or cause to be ejected from the Event Site any person or persons causing a disturbance and neither the City nor any of its officers, agents or employees shall be liable to Applicant for any damages that may be sustained by Applicant through the exercise by City of such right. The decision of the City Manager in such regard shall be final and binding.

a. **TERMINATION:** This Agreement may be terminated as follows:

i. Upon the mutual written agreement of the parties.

ii. Applicant may elect, during the Term of this Agreement, to terminate this Agreement and no longer conduct the Event without penalty. If Applicant elects to terminate this Agreement, Applicant shall notify the City in writing of such election one hundred and twenty (120) days prior to the date of the Event. Applicant shall be obligated to reimburse City for any documented out-of-pocket costs and expenses incurred by the City in connection with the fulfillment of the City's obligations under this Agreement.

iii. City may seek to terminate this Agreement if the City determines that termination is necessary to protect the public's health, safety and welfare. If the City seeks to terminate this Agreement, the City shall provide notice to Applicant pursuant to Section 31 of this Agreement. The City's notice shall include the basis for such determination in reasonable detail. Applicant shall have thirty (30) days following Applicant's receipt of such notice to cure the

reason for the termination to the exclusive satisfaction of the City, provided that the City may reasonably reduce the cure period if notice is given within thirty (30) days of an Event. If there is an imminent threat to the public's health, safety and welfare, the provisions of Section 24(b) shall govern.

- iv. By a party upon the Default of the other party, without limitation of any other available rights or remedies available to such party at law or in equity. "Default" means, after expiration of the applicable notice and cure periods, the failure of a party to comply with or perform any material term, condition, or covenant contained herein which continues for more than thirty (30) business days after the defaulting party's receipt of written notice thereof (or in the event of an allegation of material breach or default not reasonably curable within thirty business days of such notice, if the defaulting party has not begun using diligent efforts to cure such alleged breach or default within such period). If the alleged breach occurs within thirty (30) business days of the start of the Event Period, the cure period may be reasonably reduced given the circumstances and the imminency of the Event, as set forth in such notice.

b. In addition to the termination rights set forth above, the City may seek to suspend or cancel an Event if the City determines, in its reasonable, good faith discretion, that an imminent and legitimate threat or risk to the public's health, safety and welfare exists. Prior to exercising such right, the City will use best efforts to consult with Applicant on a meaningful basis to determine if the parties are reasonably able to mitigate such threat or risk, unless immediate action is required given the circumstances. The City's exercise of the right set forth in this paragraph shall not result in a termination of the Agreement as to any remaining Events, unless otherwise agreed in writing by the parties.

- 25. **BREACH:** A material, monetary, breach of this Agreement by the Applicant shall be grounds for the City to terminate this Agreement, subject to the provisions of Section 24(a)(iv). Notice of any breach must be sent in accordance with Section 32, Notice.
- 26. **FORCE MAJEURE:** A failure or inability of a party to comply with its obligations set forth herein due to a Force Majeure Event shall not be a breach of this Agreement. "Force Majeure Event" means any condition or circumstance, beyond either party's reasonable control, that renders performance of an Event or this Agreement, impossible, impracticable, unfeasible or unsafe. Force Majeure Events include, without limitation: (a) destruction or material damage to the Event Site; (b) fire; (c) dangerous weather conditions, including threat of a named storm within five hundred (500) miles of the Event Site during the Event Period; (d) legitimate threat(s) or act(s) of terrorism; (e) war; (f) act of God; (g) riot or other form of civil disorder in, around or near the Event Site; (h) act, order, rule, or regulation of any court, government agency, or public authority, including, but not limited to, those relating to any public health emergency, epidemic and/or pandemic (including, without limitation with respect to Covid-19); and (i) substantial interruption in, delay or failure of necessary transportation or technical facilities. If an Event is cancelled or postponed due to a Force Majeure Event, such cancellation or postponement shall not result in a termination of the Agreement as to any remaining Events, unless that parties agree in good faith that the Force Majeure Event is of a nature that will materially impact the Event Site or Applicant's ability to present all remaining Events for the duration of the Term of the Agreement. In the event of a cancellation or postponement of an Event, or the termination of the Agreement as

provided in this section, each party shall be responsible for their own costs and expenses incurred prior to such cancellation, postponement or termination. Notwithstanding anything contained in the contrary in the previous sentence, if the Force Majeure Event occurs during the Event Period, the Applicant will reimburse City for all actual and documented costs incurred related to the Event, as otherwise provided for hereunder.

27. **GOVERNING LAW:** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
28. **AMENDMENT:** No modification amendment or alteration of the terms or conditions of this Agreement shall be effective unless contained in a written document duly executed by both parties, with the same formality as this Agreement.
29. **WAIVER OF BREACH:** Failure by City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.
30. **EXTENT OF AGREEMENT:** This Agreement represents the entire and integrated Agreement between City and Applicant and supersedes all prior negotiations, representations or agreements either written or oral.
31. **NOTICE:** All notices shall be in writing and shall be deemed duly given and received: (a) upon delivery with receipt acknowledged if delivered personally; (b) upon confirmed delivery with signature receipt if sent by certified or registered mail or equivalent by USPS; (c) upon confirmed delivery with signature receipt if sent by nationally recognized courier (e.g. FEDEX, UPS, etc.); or (d) if delivered by email: (i) as acknowledged in email or other writing by the receiving party; or (ii) upon confirmed delivery of a copy given by one of the other means in subsections (a-c). Notices shall be addressed to the parties at the addresses set forth below, or at such other addresses as may be specified by any party in compliance with the provisions of this section. The provisions of this section shall not apply to ordinary business communications between the parties in the normal course of doing business. For the present, the parties designate the following as the respective places for giving notice:

CITY: City of Fort Lauderdale  
Attn: City Manager  
101 NE 3rd Avenue, Suite 2100  
Fort Lauderdale, FL 33301

With a copy to: City of Fort Lauderdale  
Attn: City Attorney  
1 East Broward Blvd., Suite 1320  
Fort Lauderdale, Florida 33301

APPLICANT: La Familia Music Entertainment LLC

Attn: Jacqueline Quesada  
6123 NW 22 Street  
Margate, FL 33063

31. **SEVERANCE:** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Applicant elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
32. **NON-DISCRIMINATION:** In the performance of this Agreement, Applicant shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee or customer because of sex, age, race, color, religion, ancestry, national origin or sexual orientation. In addition, to ensure that the Event is a true community event, Applicant will encourage the participation of minority groups in all aspects of the Event, including the organization, planning, implementation, concessions and support services. Applicant agrees to comply with the terms and provisions of the Americans with Disabilities Act and shall make the Event Site and Event Impact Areas accessible for persons with disabilities.
33. **EMERGENCY ACCESS:** Applicant agrees to provide any and all emergency access required by the City and its employees for the safety and welfare of the community and those attending the Event, and proper entrances into any gates which are locked. If, in the course of Applicant's operations, Applicant or City, or their officers, agents and/or employees, become aware of any condition in or about the Event Site or Event Impact Areas which may be dangerous, Applicant will immediately correct such condition or cease operations upon becoming aware or being notified of such condition so as not to endanger persons or property.
34. **MISCELLANEOUS PROVISIONS:**
  - a. Applicant agrees to exercise a good faith and reasonable effort to work with the City Police Department and representatives of the adjacent Homeowners Associations to implement a plan permitting homeowner's ingress and egress to their residences during the course of the Event. In addition, the Applicant will work with the City Public Affairs Division to disseminate traffic plan information to impacted residents and businesses in the Event Impact Areas, as well as schedule and facilitate a public meeting at a location near the Event Site to communicate general event and traffic plan information to the public. The logistics and date/time of the meeting shall be approved by the City, with the meeting taking place at least sixty (60) days prior to the Event start date.
  - b. The use of fireworks shall comply with all applicable state laws and shall require a fireworks permit from the City fire department.
  - c. Applicant acknowledges that it is solely responsible for all utilities for the Event including, without limitation, electrical, water, and sewer and storm sewer hookup requirements.
  - d. In the Event that the City is required to file any legal action against Applicant to collect any fees due under this Agreement and prevails in such legal action, City shall be

entitled to its costs of collection, attorney's fees and costs and interest at the maximum rate allowable by law.

e. General admission rates for the Event shall be as determined by Applicant, with the range of ticket prices depending upon the artists. Applicant reserves the right to offer special admission and VIP packages for individuals and businesses at various price ranges determined by Applicant.

f. Both parties agree that all revenues including, without limitation, concessions, ticketing, sponsorships and broadcast rights shall be retained by Applicant.

g. The City shall have no right to use the Festival Marks (as defined herein or as may be amended, added or revised at any time) for any purpose whatsoever without the prior written approval of Applicant in each instance, which approval may be withheld by Applicant in its sole and absolute discretion. For the purposes of this Agreement, "Festival Marks" means the names, logos, symbols, emblems, designs, colors, trademarks, service marks, copyrights or other intellectual property rights of the Event, Applicant or Applicant's affiliated businesses, including without limitation, "Isla Music Festival" and the trademarks, service marks, logos, copyrights or other intellectual property rights of Applicant or its affiliated businesses. The City acknowledges and agrees that as between the City and Applicant, all right, title and interest in and to the Festival Marks belongs to Applicant. Nothing in this Agreement is intended to, nor does it convey, to City any ownership, license, or other right in or to the Festival Marks.

h. The Applicant shall be permitted to serve alcoholic beverages as a concession of the Event, and the Applicant may extend this right to permitted third parties, in accordance with all applicable licenses, regulatory requirements and the City of Fort Lauderdale Code of Ordinances.

i. The Applicant, after receiving permission by the City's Contract Administrator, reserves the right to add decor, including, but not limited to signage to the location or cover any existing signage, as authorized by the City of Fort Lauderdale Code of Ordinances.

j. The Applicant, after receiving permission by the City's Contract Administrator (such permission not to be unreasonably withheld or delayed), may conduct filming anywhere at the Event site that is part of this Agreement and shall retain all rights to same.

k. The Applicant will have a right to an independent audit of City's records to confirm the accuracy of the fees and expenses incurred by the City.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

**ATTEST:**

**CITY OF FORT LAUDERDALE,** a  
municipal corporation of the State of Florida

\_\_\_\_\_  
David R. Solomon, City Clerk

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

By: \_\_\_\_\_  
Rickelle Williams, City Manager

Approved as to form and correctness:

By: \_\_\_\_\_  
Gabrielle Bush, Assistant City Attorney

APPLICANT

WITNESSES:

LA FAMILIA MUSIC ENTERTAINMENT LLC, a Florida Limited Liability Company

[Signature]

CHRIS KEEN

Witness print/type name

[Signature]  
Jacqueline Quesada

Witness print/type name

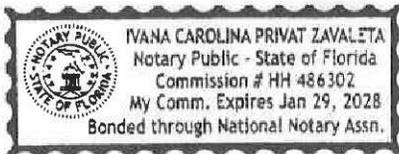
By: [Signature]  
Jacqueline Quesada, President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9 day of March, 2026, by JACQUELINE QUESADA as President for LA FAMILIA MUSIC ENTERTAINMENT LLC, a Florida Limited Liability Company.

SEAL



[Signature]

Notary Public, State of Florida  
(Signature of Notary Public)

Ivana C. Privat Zavaleta

(Print, Type, or Stamp Commissioned  
Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification X

Type of Identification Produced FL Drivers License

Q230-420-91-766-1

COMPOSITE EXHIBIT A

CITY OF FORT LAUDERDALE SPECIAL EVENT APPLICATION

**Part 1: Event Request**

Event Name: ISLA MUSIC FESTIVAL

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

Expected maximum attendance: 30,000 Expected sustained attendance: 15,000

Has this event been held in the past?  Yes  No

If Yes, please list past dates, locations and attendance:

**Detailed Description:** Live music, Reggeaton, reggae, Salsa, Hip Hop, R&B, Art venue health and wellness, Musical Garden. Mental illness awarness and children cancer foundations.

**Location:** fort lauderdale beach park (1100 Seabreeze Blvd, Fort Lauderdale, FL 33316)

Is your event located directly on the beach?  Yes  No \*\$500/day fee including setup and breakdown days.

**Setup:**

Date:	Time Setup will start:	Time Setup will end:	Setup Duration (Hours):	Set Up Attendance:
<del>Friday June 5, 2026</del>	07:00 AM	7:00 PM	<del>12</del> 24	50

~~Friday, July 24, 2026~~  
Thursday, December 3, 2026  
Friday, December 4, 2026

**Total Setup Duration (Hours):** ~~12~~  
24

**Event Days:**

Date:	Time Event will start:	Time Event will end:	Event Duration (Hours):	Event Attendance:
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<del>Saturday, June 6, 2026</del>	3:00 PM	10:00 PM	7	<del>50</del>	30,000
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~~Saturday, July 25, 2026~~  
Saturday, December 5, 2026

*Total Event Duration (Hours): 7*

**Breakdown**

Date:	Time Breakdown will start:	Time Breakdown will end:	Breakdown Duration (Hours):	Breakdown Attendance:
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<del>Sunday, June 7, 2026</del>	07:00 AM	7:00 PM	<del>12</del> 24	50
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~~Sunday, July 26, 2026~~  
Sunday, December 6, 2026  
Monday, December 7, 2026

*Total Breakdown Duration (Hours): ~~12~~*

24

Location Map



## Part 2: Applicant Information

### Organization

<i>Organization Name:</i>	La Familia Music Entertainment LLC
<i>Organization Type:</i>	<del>For Profit</del> Limited Liability Company
<i>Name of Authorized Signatory:</i>	Jacqueline Quesada
<i>Address:</i>	6123 NW 22nd St, Margate, FL, 33063, USA
<i>Date of registration:</i>	September 10, 2020
<i>State registered in:</i>	Florida
<i>Federal ID #:</i>	85-3016026
<i>Email Address:</i>	jacquelinequesada22@gmail.com
<i>Phone #:</i>	(954) 864-8749

### Two Authorizing Officials for the Organization

<i>First Official Title:</i>	<input checked="" type="checkbox"/> President <input type="checkbox"/> Vice-President <input type="checkbox"/> CEO <input type="checkbox"/> COO <input type="checkbox"/> Other
<i>First Official Name:</i>	Jacqueline Quesada
<i>First Official Phone:</i>	(954) 864-8749
<i>First Official Email:</i>	jacquelinequesada22@gmail.com
<i>Second Official Title:</i>	<input checked="" type="checkbox"/> President <input type="checkbox"/> Vice-President <input type="checkbox"/> CEO <input type="checkbox"/> COO <input type="checkbox"/> Other
<i>Second Official Name:</i>	Jacqueline Quesada
<i>Second Official Phone:</i>	(954) 864-8749
<i>Second Official Email:</i>	jacquelinequesada22@gmail.com

**Event Coordinator**

<i>Name:</i>	Michael Ramsammy
<i>Will Event Coordinator be on-site?</i>	Yes
<i>Title:</i>	Director of Event
<i>Event Coordinator Phone #:</i>	(954) 888-8668
<i>Event Coordinator Cell Phone #:</i>	(954) 888-8668
<i>Event Coordinator E-mail Address:</i>	djmikeanthony@gmail.com
<i>Do you want to provide additional contact?</i>	No
<i>Name:</i>	N/A
<i>Will contact be on-site?</i>	N/A
<i>Title:</i>	N/A
<i>Additional Contact Phone #:</i>	N/A
<i>Additional Contact Cell Phone #:</i>	N/A
<i>Additional Contact E-mail Address:</i>	N/A

**Event Production Company**

<i>Same as Applicant?</i>	No
<i>Company name:</i>	Rampage Sounds
<i>Address:</i>	5 Avis Square, Stepney, Tower Hamlets, London, England, E1 0QD, GBR
<i>Contact name:</i>	
<i>Title:</i>	Production
<i>Contact Phone # (Day):</i>	(954) 888-8668
<i>Contact Phone # (Night):</i>	(954) 888-8668
<i>Contact Cell Phone #:</i>	(954) 864-8668
<i>Contact E-mail Address:</i>	jacquelinequesada22@gmail.com

**Part 3: Event Information**

**Admission/Registration**

<i>Admission/Registration?</i>	<i>How much?</i>
Yes  Does admission vary? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lowest: \$ 75 <b>early bird and general price \$100.00</b> Highest: \$ 1,500 <b>VIP only</b>  Description: General entrance vip and back stage passes

**Advertising/Promotion**

<i>Advertising/Promotion?</i>	<i>How?</i>
Yes	digital, physical, radio, and marketing through all local and national streaming platforms.

**Alcohol**

<i>Alcohol for sale?</i>	<i>If Yes, how will the beverages be controlled and served? (Draft truck, bar tender, beer tub, etc.)</i>
Yes	Bartenders private concession stands and activations brought my Sponsors/partners
<i>Alcohol for free?</i>	<i>If Yes, how will the beverages be controlled and served? (Draft truck, bar tender, beer tub, etc.)</i>
No	N/A

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

**Amusement Rides**

<i>Amusement Rides?</i>	<i>Name and contact of company:</i>	<i>What type of rides are you planning?</i>
No	N/A	N/A

\*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.

**Bounce House**

*Bounce House?*

Yes  No

**Electricity**

<i>Electricity?</i>	<i>Company:</i>	<i>License #:</i>	<i>Name of electrician:</i>	<i>Phone #:</i>
Yes	SUNBELT	N/A	ANDY	(954) 243-5826

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

**Generators**

<i>Generators?</i>	<i>What size(s)?</i>
Yes	20-500 In watts

\*Generators above a certain size must be permitted.

**Entertainment**

<i>Entertainment?</i>	<i>What type of entertainment will be there? Any notable performers?</i>
Yes	Live band live DJs and Celebrities performances

Notable artist to be confirmed as event get closer.

**Fencing or Barricades**

<i>Fencing or Barricades?</i>	<i>Name &amp; Contact of Company</i>
Yes	National rent a fence (954) 965-0277

\* Include proposed fences in your Site Plan & Narrative

**Fireworks & Flame Effects**

<i>Fireworks &amp; Flame Effects?</i>	<i>Name &amp; Contact of Company conducting the show:</i>
<del>Yes</del> No	<del>Andy 954 243 5826</del>

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

**Food**

<i>Food Vendors?</i>	<i>Food Trucks?</i>	<i>Cooking on Site?</i>
Yes	Yes	Yes

\* 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**

<i>Music?</i>	<i>What music format(s) will be used? (amplified, acoustic, recorded, live, MC, DJ, etc.):</i>	<i>List the type of equipment you will use (speakers, amplifier, drums, etc):</i>
Yes	Live bands DJs	Video walls elevated stage lighting keyboards drums guitars large speakers <b>Amplifier</b>

List date/s with start and end times Music will be played:

Date:	Time music will start:	Time music will end:	Music Duration (Hours):
<del>June 6, 2026</del>	<del>2:30 PM</del> 3:00pm	10:00 PM	<del>6.5</del> 7
<del>Saturday, July 25, 2020</del>			

Saturday, December 5, 2026

-----

**Total Music Duration:**

7 ~~6.5~~

How close is the event to the nearest residence?

~~350~~ Less than 1/4 mile

Soundproofing equipment?

No

**Parking Impact**

<i>Parking Impact?</i>	<i>Lot location(s)?</i>
Yes	FLL BEACH PARKING LOT, SOUTH LOT AND FULL LOT <del>06 06 2026</del>

List date/s and start and end times of Parking Closures:

- Thursday, December 3, 2026 (12:00am - Midnight)
- Friday, December 4, 2026 (12:00am - Midnight)
- Saturday, December 5, 2026 (12:00am - Midnight)
- Sunday, December 6, 2026 (12:00am - Midnight)
- Monday, December 7, 2026 (12:00am - Midnight)

**Parking Closure Total Duration:**  
120 ~~N/A~~

\*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. If you have any parking questions, call 954-828-3771.

**Road Closings**

<i>Road Closings?</i>	<i>Define closure(s):</i>
No	N/A

List date/s with start and end times of Road Closures:

**Total Road Closure Duration (Hours):**  
N/A

<i>Company Name:</i>	<i>Contact:</i>	<i>Contact Phone #:</i>
N/A	N/A	N/A

\*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. To expedite the process you may want to select a preapproved MOT plan.

**Bridge Closings**

<i>Bridge Closings?</i>	<i>Bridge location(s):</i>
No	N/A

List date/s with start and end times of Bridge Closings:

**Total Duration of Bridge Closure (Hours):**  
N/A

\*Closing a bridge requires submitting the United States Coast Guard issued Bridge Closure Approval Letter with the application to the Special Events Director for each agency affected BEFORE the Commission will vote on it.

**Sanitation & Waste**

<i>Company Name:</i>	<i>Contact Name:</i>	<i>Phone #:</i>
REPUBLIC SERVICES	JUAN	(954) 792-8177

\*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**

<i>Police?</i>	<i>Who is your Police contact for officers and security planning?</i>	<i>Phone #:</i>
Yes	CAPT JEFF JENKINS	(954) 605-7882

<i>Security?</i>	<i>Security Company:</i>	<i>Contact Name:</i>	<i>Phone #:</i>
Yes	JQ & S GROUP LLC	JACKSON MAURICETTE	(305) 748-0188

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

**Tents or Canopies**

*Tents or Canopies?*

Yes

\*No penetration of ground spike is allowed. All structures must be water-weighted.

<i>Quantity and size of each?</i>	<i>Company Name:</i>	<i>Contact Name:</i>	<i>Phone #:</i>
<del>75 10 BY 10 AND 10 RAISED VIPS 10 BY 20</del> 75 - 10x10 30 - 10x20	IMPERIAL EVENTS	LUCY	(305) 822-3355

\*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

*Toilets?*

Yes

\*All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. Please contact the Environmental Manager at 954-467-4700 ext 4223.

## Transportation Plan

*Transportation Plan Required?*

Yes

Any events larger than 5,000 people must have an approved Transportation Plan. Call 954-828-3771 if you have a question.

## Part 4: 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:

Jacqueline Quesada

### Phone #:

(954) 864-8749

## Part 5: Riverwalk District Outdoor Events

Riverwalk Fort Lauderdale, Inc. will oversee all outdoor events held within the Riverwalk District. This includes use of Esplanade Park, Huizenga Park, Peter Feldman Park, Hardy Park, Sistrunk Park, Stranahan Park, Smoker Park and Laura Ward Plaza. The Riverwalk District is outlined below.

After your application submission, please contact the Riverwalk Director of Operations at 954-468-1541 x205.

## Part 6: Submission of Plans

### All Events - Event Site Plan & Narrative\*

Draft Site map.PDF

### Sunbiz Document

LA Familia Music E.pdf

### Anti-human trafficking affidavit\*

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
7. Maintenance of Traffic Plan

**\$200 (non-refundable) Fee must accompany completed application. Late applications must be approved by City Manager or designee and pay \$1,000 fee (Less than 90 days from event).**

**Mail application fee (payable to City of Fort Lauderdale) to:**

Brittany Henry, Special Events Coordinator

701 S. Andrews Fort Lauderdale, FL 33316

## Part 7: 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.

### Acknowledgement

I hereby acknowledge that I have read and understand this policy.

Event coordinators signature:



Submission Date: October 16, 2025



# ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 02/04/2025

The undersigned, on behalf of La Familia Music Entertainment LLC

(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a Florida nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,  
(State entity is registered)

hereby deposes and says:

1. My name is Quesada, Jacqueline.  
(Print complete name of corporate officer/authorized representative)
2. I am an  officer or  authorized representative (Select one) of the Nongovernmental Entity. My title is: President.  
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: Jacqueline Quesada

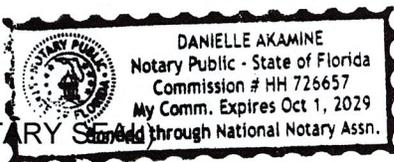
Office Address: 6123 NW 22nd Street, Margate, Florida 33063

Email Address: jacquelinequesada22@gmail.com

Main Phone Number: 954-864-8749 FEIN No.: 85-3016026

STATE OF Florida  
COUNTY OF Broward

Sworn to and subscribed before me by means of  physical presence or  online notarization, this 3 day of December, 2025, by Quesada, Jacqueline.  
(Print name of corporate officer/representative)



Danielle Akamine  
(Signature of Notary Public – State of Florida)

Danielle Akamine  
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification

Type of Identification Produced Florida Drive license.

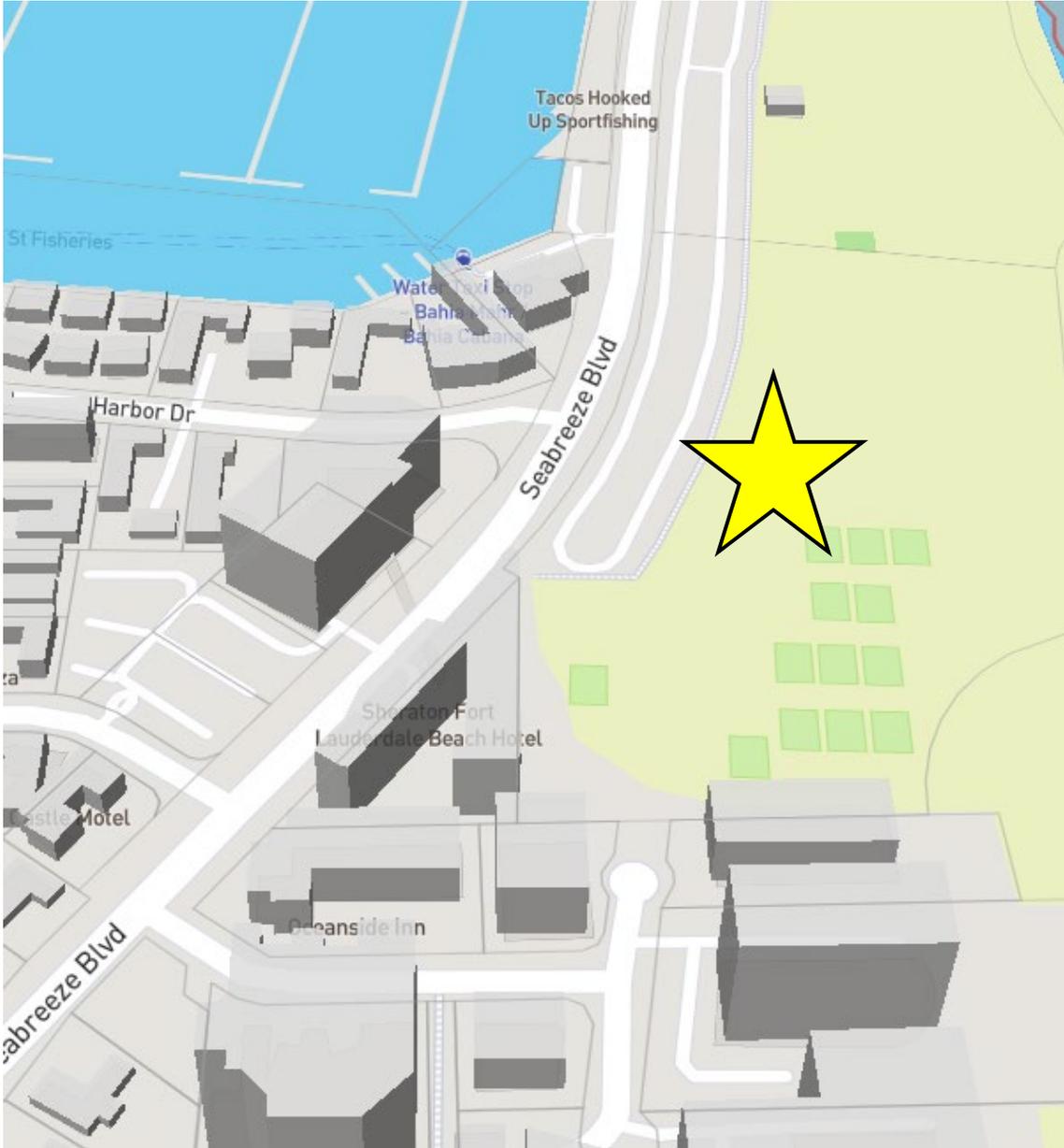


**COMPOSITE EXHIBIT B**  
**Schedule – 1**

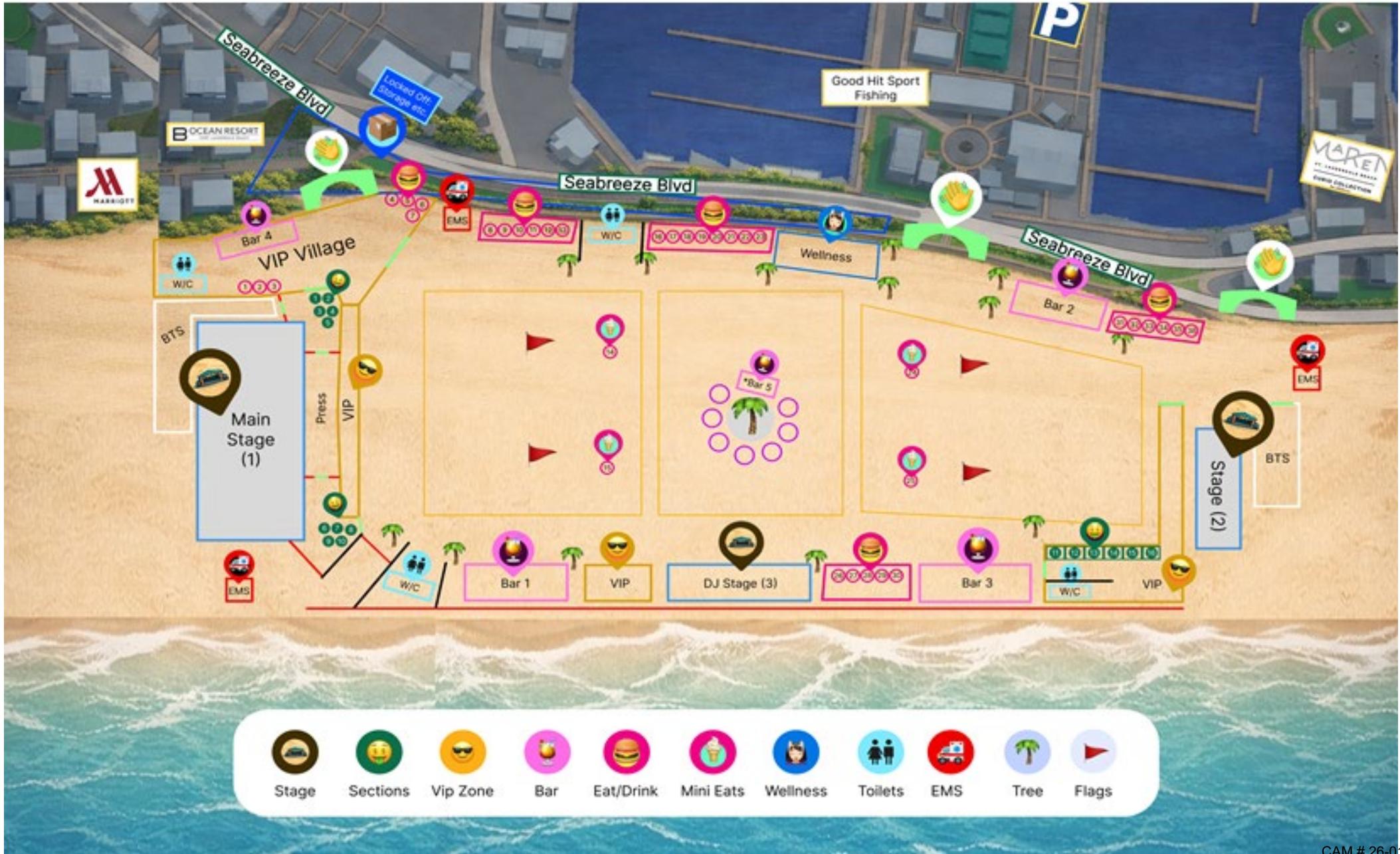
<b>Applicant:</b>	La Familia Music Entertainment LLC
<b>Event Name:</b>	Isla Music Festival
<b>Date/Time:</b>	Saturday, December 5, 2026 (3:00 pm – 10:00 pm)
<b>Location:</b>	Fort Lauderdale Beach Park 1100 Seabreeze Blvd. Fort Lauderdale, FL 33316
<b>Set Up Date/Time:</b>	Thursday, December 3, 2026 (7:00 am – 7:00 pm) Friday, December 4, 2026 (7:00 am – 7:00 pm)
<b>Breakdown Date/Time:</b>	Sunday, December 6, 2026 (7:00 am – 7:00 pm) Monday, December 7, 2026 (7:00 am – 7:00 pm)
<b>Road Closing:</b>	No
<b>Alcohol:</b>	Yes
<b>Amplified Music:</b>	Saturday, December 5, 2026 (3:00 pm – 10:00 pm)
<b>Special Permission:</b>	No
<b>Insurance Required:</b>	Yes
<b>Banners:</b>	No
<b>Pending Code Violations:</b>	No
<b>Application Fee:</b>	\$200
<b>Beach Fee:</b>	\$2,500 (\$500/day x 5 days)

# EVENT LOCATION MAP

## Isla Music Festival



EVENT SITE PLAN - Isla Music Festival



**EXHIBIT C**  
**[Public Safety Plan]**