

IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

GABRIELLE PETROKA, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

EVENT ENTERTAINMENT GROUP,
INC., a Florida corporation, and CITY
OF MIAMI, a Florida municipal
corporation,

Defendants.

Case No.:

Judge:

CLASS REPRESENTATION

CLASS ACTION COMPLAINT

COMES NOW the Plaintiff, GABRIELLE PETROKA ("PLAINTIFF") as Class Representative, and all those similarly situated CLASS MEMBERS, and sues Defendants, EVENT ENTERTAINMENT GROUP, INC., a Florida corporation, and CITY OF MIAMI, a Florida municipal corporation, and in support thereof states as follows:

INTRODUCTION

1. This action stems from Defendant EVENT ENTERTAINMENT GROUP, INC.'s ("ULTRA") cancellation of the 2020 Ultra Music Festival (the "EVENT"), an annual festival held in Miami, Florida, and its repugnant decision to keep all of the money paid by ticketholders – including Plaintiff – indefinitely and without refund, as well as Defendants' deceptive efforts to obtain broad legal releases and other significant concessions from Plaintiff and other ticketholders after the Event's cancellation.

2. Hiding behind an illusory set of terms and conditions which purportedly grant Ultra unilateral authority to cancel the Event for any reason, with or without cause, as well as false or misleading assertions that the Event was merely postponed, Ultra refused to refund Plaintiff and other ticketholders the hundreds or thousands of dollars they each paid to attend the Event. When ticketholders complained about Ultra's behavior, and Ultra realized that it was facing significant potential litigation, Ultra informed ticketholders that they could use their existing tickets for the "rescheduled" music festival (actually a different, already planned festival) and obtain certain "enhanced benefits." However, when doing so, the ticketholders were asked to check a box indicating that they agreed to terms and conditions radically different from the already illusory ones attached to the original ticket purchases and which, among other things, required the ticketholders to release any and all legal claims against Ultra, waive their rights to initiate credit card chargebacks, and agree to pay significant costs in the event of any arbitration (in violation of the AAA's consumer arbitration rules).
3. Accordingly, Plaintiff asks for the Court's assistance in reclaiming her money and the money paid by all other Florida citizens similarly situated, and for injunctive relief precluding Ultra and its partner, the City of Miami, from continuing their deceptive and anti-consumer practices.

JURISDICTION, PARTIES, AND VENUE

4. This is a class action pursuant to Florida Rule of Civil Procedure 1.220(b)(1), (2) and/or (3), seeking damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs, and attorney fees.
5. Plaintiff GABRIELLE PETROKA is an individual over the age of 18 residing in the State of Florida and is sui juris.
6. At all times relevant hereto, Defendant EVENT ENTERTAINMENT GROUP, INC., was and is a Florida corporation authorized to do and doing business in Miami-Dade County, Florida.
7. At all times relevant hereto, Defendant CITY OF MIAMI (hereinafter "CITY") was and is a Florida municipal corporation in Miami-Dade County, Florida (collectively, Ultra and City are referred to herein as "DEFENDANTS").
8. Venue is proper in Miami-Dade County, Florida because the contract at issue was entered into and/or performed in Miami-Dade County, Florida, and the cause of action arose and/or accrued in Miami-Dade County, Florida.
9. All conditions precedent to the maintenance of this action have occurred, have been performed, or have been waived.

GENERAL ALLEGATIONS

10. In or about 2019, ULTRA began promoting the Event, which was scheduled to occur on March 20-22, 2020 at Bayfront Park. The Event is an annual outdoor music festival that focuses on the performance of electronic dance music, and has historically taken place each March in Miami.

11. On or about February 10, 2020, in response to this promotion, Plaintiff purchased 2 tickets to the Event for a total of approximately \$1,032.30. A true and correct copy of Plaintiff's receipt showing full payment is attached hereto as Exhibit 1. All other similarly situated ticketholders also purchased their tickets from Ultra for the March 2020 festival, with similar promised details on their respective tickets.
12. In early March 2020, shortly before the Event was scheduled to take place, Ultra abruptly cancelled the Event, purportedly due to the then-burgeoning COVID-19 pandemic.
13. Ultra initially claimed that the Event was merely "postponed" to 2021. However, this statement was false and misleading, as a different iteration of the annual Event was already expected to take place in 2021, meaning that the Event itself was actually cancelled.
14. Indeed, despite representing to customers that the Event was merely postponed, Ultra itself has taken the position that the Event was cancelled and not postponed in separate litigation pending in this judicial district between Ultra and one of its vendors, AG Production Services, Inc., in which Ultra contends (with no small amount of irony) that it is owed a refund of its money paid for staging equipment and related services for the Event because it was cancelled. *Event Entertainment Group, Inc. v. AG Production Services, Inc.*, Case No. 2020-024231-CA-01.
15. Following the cancellation of the Event in March 2020, Ultra emailed Plaintiff and other similarly situated ticketholders, informing them that no refunds for the Event would be offered and that instead their tickets could be transferred to either the 2021 or 2022 versions of the festival – events with different dates and likely different musical performances which are in no way equivalent to the Event for which these ticketholders actually purchased tickets. Moreover, this "offer" was deceptive in that Ultra never actually made any serious

attempt to “reschedule” the Event for 2021. Plaintiff is informed and believes and thereon alleges that Ultra never announced a musical lineup for the 2021 festival and Ultra never made any serious attempt to book performers for the 2021 festival.

16. Indeed, Ultra has since confirmed that no iteration of the Event will take place in 2021 at all. Plaintiff is informed and believes, and thereon alleges that on or about January 21, 2021, Ultra’s general counsel Sandy York sent a letter to the City’s city manager Arthur Noriega in which Ultra confirmed that there will be no Ultra Music Festival in 2021, and asking that the City modify Ultra’s payment obligations to the City (obligations that were already modified to relieve Ultra of any obligation to pay for the Event in 2020).
17. Ultra’s email further attempted to pressure ticketholders into accepting this “benefit” by threatening that this “offer” would only remain open for 30 days, at which time the ticketholders would presumably be left without any remedy at all.
18. Following the close of this 30-day period, Ultra continued to make misleading statements to Plaintiff and other similarly situated ticketholders and to attempt to deceive these individuals into accepting unilateral changes to the parties’ agreement as well as sign onerous legal releases regarding the Event’s cancellation. On or about February 20, 2021, Ultra sent Plaintiff and other ticketholders an email in which Ultra once more misleadingly claimed that the 2021 version of the festival was being “rescheduled” to 2022 (despite the fact that Ultra already represented that it would be hosting a version of the festival in 2022). A true and correct copy of this communication is attached hereto as **Exhibit 2**. In this email, Ultra claims that ticketholders can “upgrade” their tickets and “elect” certain benefits “at no additional cost and with no additional purchase required.”

19. However, when the ticketholders “elect” to “upgrade” their tickets and receive the other, promised benefits, they are required to check a box indicating that they agree to be bound by certain terms and conditions (the “2021 Terms”). Although the email indicates that the election includes a legal release, Ultra’s email does not otherwise inform ticketholders that the 2021 Terms are different from the terms and conditions (the “2020 Terms”) that were purportedly applicable to the original ticket purchases, and the 2021 Terms are not themselves available in their entirety unless a separate hyperlink is clicked.
20. The 2020 Terms (attached hereto as Exhibit 3) were already both illusory and unconscionable. Among other things, the 2020 Terms granted Ultra the unilateral right to change the 2020 Terms at any time without notice and to relate any amendments back to the date of purchase (§ 1); the unilateral right to revoke a ticketholder’s right to attend the Event “ at any time without additional notification or compensation to [the ticketholder]” (§ 3); and the unilateral right “upon Event cancellation” to “in its sole and absolute discretion, elect to either issue a full or partial refund to Purchaser, not issue any refunds, or reschedule the Event” (§ 6).
21. The 2021 Terms (attached hereto as Exhibit 4), however, are far, far worse. The 2021 Terms include, among other clauses:
 - A purported total waiver of any recovery of attorneys’ fees or court costs, even if otherwise allowed by statute and even if the ticket holder prevails in litigation (§3.h);
 - A “liquidated damages” provision in which the ticket holder purportedly agrees to pay Ultra \$5,000-\$6,200 if the ticketholders initiate a chargeback with their credit card company or make any effort to seek a refund (§3.i);

- A purported waiver of any legal defense that the 2021 Terms are unconscionable, illusory or unenforceable (and pursuant to the above clause, an agreement to pay “liquidated damages” if the ticket holder even raises such a defense) (§3.j);
 - An agreement not to attempt any credit card chargeback “for any reason” (§5.a);
 - A complete release of any legal claims “arising out of, or in any way connected with” the Event or the 2021 festival (§6); and
 - A new arbitration provision in which the ticketholders agree to bear 50% of the costs of any arbitration, in violation of the AAA’s consumer arbitration rules (which provide that costs in consumer cases are primarily borne by the business and not the consumer) (§8).
22. Ultra’s “offer” is further misleading in that, in exchange for agreeing to these onerous provisions, it purports to give customers access and benefits for the 2022 version of the festival. However, Plaintiff is informed and believes that Ultra has not secured permits and other agreements necessary to hold a music festival in Miami in March 2022, and thus the ticketholders may well be agreeing to these significant changes to the parties’ agreements for no benefit at all. Furthermore, the Revocable License Agreement between Ultra and the City – which provides Ultra the ability to use City property to host the Ultra music festivals – expressly provides that the City may terminate or revoke that ability *without* cause, at any time up to 305 days prior to the next event. (Exhibit 5, §§ 3.3, 3.4.2). Accordingly, Ultra’s representation that there will even be a 2022 or 2023 festival is false and misleading in that Ultra cannot control whether either event actually takes place.
23. In any event, due to the change in the scheduled event dates from 2020 to 2022 or later, and the likely change in other particulars of the festival such as musical lineup, all tickets

purchased by Plaintiff and all other Class Members (as defined below) suffered an extreme loss in value, making it impossible for them to recover the amount paid for said tickets by reselling them in any form or fashion. Further, many individuals who purchased tickets did not live in the Miami area, and would suffer the extra burden of rescheduling travel and lodging in order to attend a festival at some point in the future, which dates remain unknown.

24. Plaintiff and all other Class Members have been damaged as a direct and proximate result of Defendants' actions as stated herein.
25. The 2020 Terms purport to bar class action lawsuits. However, said prohibition is unenforceable under Florida law, because, among other things, the 2020 Terms are illusory and unconscionable. The 2020 Terms purport to give Ultra the unilateral right to perform or not perform in its sole discretion, and not merely for reasonable, specific circumstances or due to circumstances beyond Ultra's control. Moreover, the 2020 Terms are both substantively and procedurally unconscionable.

CLASS REPRESENTATION ALLEGATIONS

26. Pursuant to Florida Rules of Civil Procedure 1.220(b)(1), (2), and/or (3), Plaintiff, together with such other individuals that may join this action as class representatives, brings this action on their own behalf and on behalf of all those similarly situated ticketholders who are citizens of Florida and who purchased a ticket to concerts that are part of the Event (the "Class").
27. The Class is thus defined as all Florida citizens who purchased tickets to the Event. Excluded from the Class are Defendants and their respective agents, employees, officers and directors and their immediate family members; and the judge assigned to this matter,

the judge's staff and any member of the judge's immediate family. Plaintiff reserves the right to modify, change or expand this definition based on discovery and further investigation.

28. The number of Class Members are so numerous that separate joinder of each Member is impractical. The approximate number of Class Members is presently unknown, but upon information and belief that is reasonably estimated to be approximately five thousand ticketholders.
29. This action poses questions of law and fact that are common to and affect the rights of all Members of the Class, including but not limited to the enforceability of the Terms and whether Defendants are required to refund Plaintiff and other Class Members' payments for tickets to the Event.
30. Based on the facts and circumstances set forth herein, Plaintiff's claims are typical of the claims of the Members of the Class, because, among other things, Plaintiff and other Class Members are parties to similar agreements to pay money in exchange for access to the Event as reflected in their respective tickets, and the circumstances giving rise to Defendants' cancellation of the Event and subsequent refusal to refund ticket purchases and deceptive or misleading tactics apply to all Class Members.
31. Other individual plaintiffs may elect to join this action upon such grounds as the Court may set forth and these individuals will likewise have issues that are common to those of all other Class Members.
32. Common questions of fact and law exist as to all Members of the Class and such questions predominate over any questions solely affecting any individual Member of the Class.

33. Based on the facts and circumstances set forth herein, Plaintiff will fairly and adequately protect and represent the interests of each Member of the Class.
34. Plaintiff has retained the undersigned attorneys who are experienced in handling class actions. As a result, the undersigned is qualified and experienced in class action litigation and will adequately protect the interests of the Class.
35. Plaintiff bring this class action under Florida Rule of Civil Procedure 1.220(b)(1) because the prosecution of separate claims or defenses by or against individual Class Members would create a risk of either (a) inconsistent or varying adjudications concerning individual Class Members which would establish incompatible standards of conduct for the party opposing the Class; or (b) adjudications concerning individual Class Members which would, as a practical matter, be dispositive of the interests of other Class Members who are not parties to the adjudications, or substantially impair or impede the ability of other Class Members who are not parties to the adjudications to protect their interests.
36. Plaintiff also bring this class action under Florida Rule of Civil Procedure 1.220(b)(2) as a result of the Defendants' actions or omissions set forth herein, which actions are generally applicable to all Class Members, thereby making determination of damages appropriate to the Class as a whole.
37. Plaintiff also brings this class action under Florida Rule of Civil Procedure 1.220(b)(3) because common questions of fact and law exist to all Class Members and such questions predominate over any questions solely affecting any individual Class Member, and class treatment of this action is superior to other available methods for fair and efficient adjudication of this controversy.

COUNT I – BREACH OF CONTRACT

38. Plaintiff re-alleges paragraphs 1 through 37 of this Complaint as though fully set forth herein.
39. Plaintiff and all other Class Members entered into a valid and enforceable contract with Ultra whereby Plaintiff agreed to pay a set fee in exchange for Ultra's promise to put on a music festival beginning on March 20, 2020 through March 22, 2020, which promises were reflected in printed representations on the tickets issued to Plaintiff and all other Class Members.
40. Plaintiff and all other Class Members fully performed under this contract by paying valuable consideration to Ultra. Plaintiff's ticket receipt shows payment of the full purchase price demanded by Ultra.
41. In breach of said contract, Ultra failed to present the promised music festival after repudiating its obligations to do so in or about early March 2020, when Ultra announced that it was cancelling the Event.
42. As a direct and proximate result of said breach, Plaintiff and all other Class Members suffered actual and consequential damages including, but not limited to, loss of consideration paid and the devaluation of the ticket if the ticketholders wish to attempt to resell the tickets.

WHEREFORE, Plaintiff, individually and on behalf of all Class Members, demands judgment against Ultra for actual and consequential damages, as well as attorney fees and costs pursuant to the contract or Florida law, pre- and post-judgment interest as permitted by law, and any other relief that this Court deems just and proper.

**COUNT II – BREACH OF IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING**

43. Plaintiff re-alleges paragraphs 1 through 37 of this Complaint as though fully set forth herein.
44. Plaintiff and all other Class Members entered into a valid and enforceable contract with Ultra reflected in a writing.
45. To the extent that Ultra's actions were not a breach of an express provision of the parties' contracts, Ultra, through a conscious and deliberate act, failed or refused to discharge its contractual responsibilities, which unfairly frustrated the contracts' purposes and disappointed Plaintiff's and other Class Members' expectations.
46. In doing so, Ultra deprived Plaintiff and other Class Members of their contracts' benefits.
47. As a direct and proximate result of said breach, Plaintiff and other Class Members suffered actual and consequential damages including, but not limited to, loss of consideration paid and the devaluation of the ticket if the ticketholders wish to attempt to resell the tickets.

WHEREFORE, Plaintiff, individually and on behalf of all Class Members, demands judgment against Ultra for actual and consequential damages, as well as attorney fees and costs pursuant to the parties' contract or other Florida law, pre- and post-judgment interest as permitted by law, and any other relief that this Court deems just and proper.

COUNT III – PROMISSORY ESTOPPEL

48. Plaintiff re-alleges paragraphs 1 through 37 of this Complaint as though fully set forth herein.
49. Ultra represented to Plaintiff and all other Class Members that the tickets they were purchasing were for a music festival that was promised to begin on March 20, 2020, and which was to run through March 22, 2020. This representation was contrary to a later-

asserted position that the music festival was cancelled and/or “postponed” to a future date which may or may not occur.

50. Plaintiff and all other Class Members reasonably relied on said representation that the concert would begin on March 20, 2020 when they bought tickets to the Event.
51. Ultra changed its position by cancelling the Event and refusing to provide any refund to Plaintiff and all other Class Members, to their detriment.
52. Plaintiff and all other Class Members suffered damages as a result of the actions of Ultra.

WHEREFORE, Plaintiff, individually and on behalf of all Class Members, demands judgment against Ultra for actual and consequential damages, as well as attorney fees and costs pursuant to the contract or Florida law, pre- and post-judgment interest as permitted by law, and any other relief that this Court deems just and proper.

COUNT IV – NEGLIGENT MISREPRESENTATION

53. Plaintiff re-alleges paragraphs 1 through 37 of this Complaint as though fully set forth herein.
54. At all times material hereto, Ultra represented to Plaintiff and all other Class Members that they were buying a ticket to a music festival that would begin on March 20, 2020. Said representation was made for the purpose of inducing Plaintiffs and other Class Members to purchase tickets to the Event.
55. As a result of said representation, Plaintiff and all other Class Members were induced into purchasing tickets to the Event.
56. Ultra had a duty of reasonable care to provide a festival that began on March 20, 2020, as promised.

57. As a result of said misrepresentation, Plaintiff and all other Class Members suffered actual and consequential damages, including but not limited to, loss of consideration paid for the tickets for the cancelled Event.

WHEREFORE, Plaintiff individually, and on behalf of all Class Members, demands judgment against Ultra for actual and consequential damages, as well as attorney fees and costs pursuant to the contract or Florida law, pre- and post-judgment interest as permitted by law, and any other relief that this Court deems just and proper.

COUNT V – DECEPTIVE AND UNFAIR TRADE PRACTICES

58. Plaintiff re-alleges paragraphs 1 through 37 of this Complaint as though fully set forth herein.

59. This is an action for damages under Florida Statutes Sec. 501.201, et.al., otherwise known as the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”).

60. FDUTPA renders unlawful unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.

61. At all times material hereto, Ultra solicited, advertised, offered, and provided goods and services by way of selling, promoting, and performing live music concerts, including the Event, and thereby was engaged in a trade or commerce as defined by FDUTPA.

62. Ultra engaged in unconscionable, unfair, and/or deceptive trade practices by advertising, offering, and promoting the Event, taking individuals’ money to attend said advertised festival, cancelling the festival, and then failing to provide Plaintiff and other Class Members with the option of receiving a refund, effectively shifting all risk and costs of Ultra’s decision to cancel the Event to Plaintiff and other consumers.

63. By cancelling the Event and falsely claiming that the Event was merely being “postponed” to 2021 and later to 2022 (ignoring that the 2021 and 2022 festivals are separate events with likely different musical performances, that were already planned as separate events and thus not really a “postponement,” that Ultra itself has asserted in other judicial proceedings that the Event was in fact cancelled, not postponed, and that Ultra never made any serious attempt to schedule the 2021 event and has since confirmed that it will not even occur), Ultra caused the tickets to become worthless or at a minimum devalued, and prevented Plaintiff and other Class Members from receiving a refund for the amount paid.
64. Ultra then engaged in further unconscionable, unfair, and/or deceptive trade practices by attempting to induce Plaintiff and other Class Members to forego their legal rights, modify the parties’ agreement to the consumers’ detriment, and accept onerous new terms as part of an “upgrade” purportedly being offered to compensate consumers for the cancellation of the Event, but in reality, intended to minimize or cut off Ultra’s significant legal liabilities stemming from its unconscionable actions.
65. Ultra’s actions are part of its regular business practices and policies.
66. The FDUTPA is intended to protect the consuming public and legitimate business enterprises from those who engage in unfair and deceptive acts or practices in the conduct of any trade or commerce.
67. At all times relevant hereto, Plaintiff and other Class Members were legitimate consumers as defined by Florida Statutes Sec. 501.203 and are entitled to seek the underlying relief.
68. The acts committed by Ultra are unlawful acts or practices as defined by Florida Statutes Sec. 501.204.

69. As a direct and proximate result of Ultra's actions, Plaintiff and other Class Members suffered actual and consequential damages, including but not limited to, loss of consideration paid for the tickets, the devaluation of the tickets if they wish to resell the tickets, and the inability to obtain a refund for the tickets.

70. Plaintiff has been required to retain the undersigned to represent her, and all Class Members, in this matter and is obligated to pay reasonable attorney's fees for the legal services being provided on their behalf.

WHEREFORE, Plaintiff individually, and on behalf of all Class Members, demands judgment against Ultra for actual damages, as well as attorney fees and costs pursuant to Florida Statutes Sec. 501.2105, (FDUTPA) or Florida law, pre- and post-judgment interest as permitted by law, and any other relief that this Court deems just and proper.

COUNT VI – UNJUST ENRICHMENT

71. Plaintiff re-alleges paragraphs 1 through 37 of this Complaint as though fully set forth herein.

72. This claim is being pled in the alternative to the above claim for breach of written contract.

73. Plaintiff and all Class Members purchased tickets to the Event, which Ultra thereafter cancelled.

74. Plaintiff and all Class Members were not offered a refund for their tickets. Ultra's "offer" to apply the tickets towards a future, potential event on a different date with different musical performances and which may or may not even occur is not equivalent to the value for which Plaintiff and other Class Members bargained, and which was denied them by Ultra's actions. As a result, Ultra was unjustly enriched by its keeping of Plaintiff's and

other Class Members' money for the Event despite Ultra's failure to actually put on the Event.

75. Ultra should be forced to refund to Plaintiff and all other Class Members the amount charged for the tickets, as Plaintiff and other Class Members did not receive the value of what was purchased.

WHEREFORE, Plaintiff individually, and on behalf of all Class Members, demands judgment against Ultra for actual and consequential damages, as well as attorney fees and costs pursuant to the contract or Florida law, pre- and post-judgment interest as permitted by law, and any other relief that this Court deems just and proper.

COUNT VII – CIVIL CONSPIRACY

76. Plaintiff re-alleges paragraphs 1 through 37 of this Complaint as though fully set forth herein.
77. Plaintiff is informed and believes and thereon alleges that Defendant City was aware of Ultra's misleading and tortious activities with regard to its scheme to withhold refunds from ticketholders, including due to the significant publicity caused by Ultra's initial refusal to grant refunds. Defendant City nevertheless agreed to permit Ultra to "reschedule" the Event to another date (actually, to schedule a new event for a future date in 2022 and/or 2023, and to postpone Ultra's obligations to pay the City for that future date). City and Ultra thereby entered into a conspiracy pursuant to which the parties agreed that Ultra would engage in the unlawful actions alleged in this Complaint, including the additional, deceptive actions related to the "postponement" of the Event to 2022, which had the effect of harming consumers and stripping them of their legal rights as herein alleged.

78. As a direct and proximate result of Defendants' actions, Plaintiff and other Class Members suffered actual and consequential damages, including but not limited to, loss of consideration paid for the tickets, the devaluation of the tickets if they wish to resell the tickets, and the inability to obtain a refund for the tickets.

WHEREFORE, Plaintiff individually, and on behalf of all Class Members, demands judgment against Defendants for actual and consequential damages, as well as attorney fees and costs pursuant to the contract or Florida law, pre- and post-judgment interest as permitted by law, and any other relief that this Court deems just and proper.

COUNT VIII – INJUNCTIVE RELIEF

79. Plaintiff re-alleges paragraphs 1 through 37 of this Complaint as though fully set forth herein.

80. Plaintiff and the other Class Members will suffer irreparable injury if Defendants are permitted to continue to engage in the unconscionable, unfair, and/or deceptive trade practices and other actions alleged herein, including the sale of tickets for events which Defendants may then unilaterally postpone, change or cancel for any reason without refunding the tickets and efforts to deceive consumers into giving up their legal rights and entering into unconscionable agreements.

81. Plaintiff and the Class Members have a clear legal right to the refund of their tickets for the violations alleged in COUNTS I-VII, above, and to request that the Court discontinue the unlawful business practices as outlined above.

82. Plaintiff and the other Class Members have no other adequate remedy at law.

83. Plaintiff and the other Class Members are likely to succeed on the merits of the claims as presented to a jury at trial.

84. The injunctive relief requested by Plaintiff and the other Class Members would not be contrary to the interest of the public generally.

WHEREFORE, Plaintiff individually, and on behalf of all Class Members, demands that the Court grant an injunction against Ultra, both ordering them to cease their business of selling tickets for music festivals, and requiring them to refund ticketholders for the cost of the valuable consideration paid for the Event. Plaintiff individually, and on behalf of all Class Members, further demands that the Court grant an injunction against City, ordering them to cease leasing and/or licensing the use of City property to Ultra as long as Ultra continues to engage in the above-described unlawful activity at events which Ultra promotes or with which Ultra is otherwise involved. Plaintiff, individually, and on behalf of all Class Members, also requests attorney fees and costs pursuant to the contract or Florida law, pre- and post-judgment interest as permitted by law, and any other relief that this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury on all issues triable by jury.

Dated: March 31, 2021

Respectfully submitted,

/s/ Marcus W. Corwin

Marcus W. Corwin, Esq., FL Bar # 0764647

CORWIN LAW

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EXHIBIT 1

3/30/2020

<https://admin.ntraworldwide.net/order/68757545/receipt>

Case number: 100814127601, Attachment: 1

Order Details

QTY	Tickets	Price	Taxes & Fees	Subtotal
2	GA 9-Day (Tier 3) \$369.95 Each	\$739.90	\$213.50	\$1,019.40
Shipping Fee (US Express)				\$19.00
Grand Total				\$1,032.90

The charge \$1,032.90 will appear on the statement for your card ending in 4130.



Your confirmation ID is:
FBF72BRZ28737646

**EXPLORE OUR
FIRST-TIMER'S GUIDE**
A roadmap to the festival experience

CLICK HERE

Add to Calendar/Event Details

Ultra Music Festival 2020
Fri, Mar 20, 2020 - Sun, Mar 22, 2020

Purchaser Information

Gabrielle Petroka Date of Purchase
02/10/2020 8:39pm EDT

Shipping Address

Gabrielle Petroka
Sarasota, FL
USA

<https://admin.ntraworldwide.net/order/68757545/receipt>

1/2

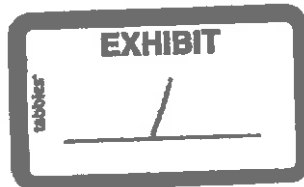


EXHIBIT 2

Donna Westrich

From: [REDACTED]
Sent: Saturday, February 20, 2021 11:55 AM
To: Donna Westrich
Subject: Fwd: Ultra Music Festival Order Number: 64666295

Received this today. Just sending to keep you in loop. Still want my money refunded.

Sincerely,

[REDACTED]

Begin forwarded message:

From: Ultra Music Festival <info@m.umfworldwide.com>
Date: February 20, 2021 at 05:50:50 PST
To: [REDACTED]
Subject: Ultra Music Festival Order Number: 64666295
Reply-To: info@ultramusicfestival.com



Dear [REDACTED]

We sincerely appreciate your patience, loyalty and incredible continued support.

We know you are craving those magical moments where you're lost in the beat, spellbound by the production, and harmoniously surrounded by old and new friends from around the world that can only be experienced at a festival, but unfortunately it is still not safe enough for that to happen yet.

Given the current status of the COVID-19 pandemic, in relation to mass gatherings and public health considerations, we're deeply saddened to be forced to reschedule Ultra Music Festival to March 25, 26, and 27, 2022. All valid tickets will be honored. Terms and conditions apply.

1



We understand the disappointment and frustration that comes with reading this, as we feel and share it as well.

Rest assured, we eagerly await the opportunity to safely produce what will certainly be the most memorable Ultra in our 22-year history. We miss you all tremendously, and can't wait to reunite on the dance floor to create more unforgettable memories with you!

Next year we will usher in a new and improved chapter in the Ultra history book as we unveil our first-ever Premium General Admission offering. Current GA ticket holders can upgrade to Premium General Admission at no additional cost and with no additional purchase required.

You will have the option to exchange, upgrade and elect the benefits listed below for a future event, subject to terms and conditions. To proceed, please click on the exchange, upgrade and elect your benefits button and follow the instructions. Please note that for purchasers who do not wish to exchange, upgrade and elect the benefits offered herein and for purchasers who do not exchange, upgrade and elect the benefits offered herein by June 30, 2021, your 2020 Ultra Music Festival ticket(s) will automatically be honored at the 2022 Ultra Music Festival.



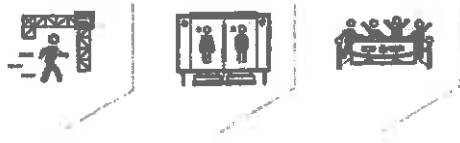
Your Original Order Information

Order ID:	64666295
Confirmation Number:	89U3BTTH64666295
First Name:	XXXXXXXXXX
Last Name:	XXXXXXXXXX
Quantity / Type / Year:	1 / GA / 2020 Ultra Miami

[Exchange, Upgrade and Elect your Benefits](#)



Benefits



FREE Premium General Admission Upgrade

New to Ultra Music Festival in 2022 -- this complimentary upgrade, provided at no additional cost and with no additional purchase required, will provide you with dedicated festival entry, access to enhanced, routinely cleaned, air-conditioned restroom facilities with private stalls in multiple locations throughout the venue, and the PGA Lounge complete with a relaxation area and bar. The face value of a Premium GA Ticket is \$599.95*.

** Price does not include shipping and handling charges, service charges, state taxes and fees.*



Ultra Merchandise Discount Code

Once you choose your event, prepare for Ultra with 50% off of up to \$250* on ultramerchandise.com so that you'll be geared up in Ultranaught style.

** Discount code expires December 31, 2021. Discount code does not apply to taxes, shipping, handling and service charges.*



Extra Ultra Hour

Exclusively at Ultra Music Festival 2022 -- one hour before gates open, you'll have the opportunity to enter the festival early and witness an unforgettable Main Stage performance from a festival headliner.



FREE Ticket to Ultra Worldwide Event

We're here to help fulfill your itch to travel by providing you with a FREE ticket to an Ultra Worldwide (including Resistance) event of your choice*, valid through December 31, 2022 for each valid 2020 ticket purchased.

** Subject to the terms and conditions in effect for that event. Limited quantity and subject to availability. First come, first served. Non-transferable. Advance registration required. Ultra Music Festival Miami excluded.*



Chance to Win an Ultra Golden Ticket

You'll be eligible to enter to win 1 of 10 Ultra Golden Tickets*. Winning one of these tickets will grant you plus one guest FREE lifetime access to any and all of our Ultra Worldwide (including Resistance) events!

** Subject to sweepstakes rules, regulations, terms and conditions. Non-transferable.*



Access to Ultra Music Festival 2022 General Admission Private On-Sale

The opportunity to purchase up to 2 additional GA tickets for \$249.95* for each 2020 GA ticket purchased during the 2022 Ultra Music Festival private on-sale.

** Subject to the terms and conditions in effect for that show. Limited quantity and subject to availability. First come, first served. Price does not include shipping and handling charges, service charges, state taxes and fees.*

You will have the option to exchange, upgrade and elect the benefits listed above for a future event, subject to terms and conditions. To proceed, please click on the exchange, upgrade and elect your benefits button and follow the instructions. Please note that for purchasers who do not wish to exchange, upgrade and elect the benefits offered herein and for purchasers who do not exchange, upgrade and elect the benefits offered herein by June 30, 2021, your 2020 Ultra Music Festival ticket(s) will automatically be honored at the 2022 Ultra Music Festival.

[Exchange, Upgrade and Elect your Benefits](#)

Questions? We're here to help!

Visit our [FAQ](#) to find helpful articles to answer any questions you may have. Can't find the answer to your question? Be sure to [contact us](#) for further assistance.



This email was sent to jake103080@yahoo.com
You are receiving this email because you purchased ticket(s) for Ultra Music Festival.

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ORDER INFORMATION

Order Date:
Order ID:
Confirmation Number:
First Name:
Last Name:
Email:
Quantity / Ticket Type / Year:

December 4, 2019
64666295
89U3BTTH64666295
[REDACTED]
[REDACTED]
[REDACTED]
1 / GA / 2020 Ultra Miami

EXCHANGE INSTRUCTIONS

Please note your original order information above, then review the 2022 or 2023 Ultra Music Festival exchange, upgrade and election of benefits, read all of the terms and conditions in the scroll box, click the check box indicating that YOU have completely read, understand and agree to all of the terms and conditions, choose your 2022 or 2023 Ultra Music Festival event and if you agree click the "I AGREE" button to indicate your acceptance of the terms and conditions. Once confirmed, your exchange, upgrade and election of benefits will be complete with no further action being required by you. No purchase required. Please note that for purchasers who do not wish to exchange, upgrade and elect the benefits offered herein and for purchasers who do not exchange, upgrade and elect the benefits offered herein by June 30, 2021, your 2020 Ultra Music Festival ticket(s) will automatically be honored at the 2022 Ultra Music Festival.

Questions? We're here to help!

Visit our [FAQ](#) to find helpful articles to answer any questions you may have. Can't find the answer to your question? Be sure to [contact us](#) for further assistance.

BENEFITS



FREE Premium General Admission Upgrade

New to Ultra Music Festival in 2022 -- this complimentary upgrade, provided at no additional cost and with no additional purchase required, will provide you with dedicated festival entry, access to enhanced, routinely cleaned, air-conditioned restroom facilities with private stalls in multiple locations throughout the venue, and the PGA Lounge complete with a relaxation area and bar. The face value of a Premium GA Ticket is \$599.95*.

* Price does not include shipping and handling charges, service charges, state taxes and fees.



Ultra Merchandise Discount Code

Once you choose your event, prepare for Ultra with 50% off of up to \$250* on ultramerchandise.com so that you'll be geared up in Ultranaught style.

* Discount code expires December 31, 2021. Discount code does not apply to taxes, shipping, handling and service charges.



Extra Ultra Hour

Exclusively at Ultra Music Festival 2022 -- one hour before gates open, you'll have the opportunity to enter the festival early and witness an unforgettable Main Stage performance from a festival headliner.



FREE Ticket to Ultra Worldwide Event

We're here to help fulfill your itch to travel by providing you with a FREE ticket to an Ultra Worldwide (including Resistance) event of your choice*, valid through December 31, 2022 for each valid 2020 ticket purchased.

* Subject to the terms and conditions in effect for that event. Limited quantity and subject to availability. First come, first served. Non-transferable. Advance registration required. Ultra Music Festival Miami excluded.



Chance to Win an Ultra Golden Ticket

You'll be eligible to enter to win 1 of 10 Ultra Golden Tickets*. Winning one of these tickets will grant you plus one guest FREE lifetime access to any and all of our Ultra Worldwide (including Resistance) events!

* Subject to sweepstakes rules, regulations, terms and conditions. Non-transferable.



Access to 2022 Ultra Music Festival General Admission Private On-Sale

The opportunity to purchase up to 2 additional GA tickets for \$249.95* for each 2020 GA ticket purchased during the 2022 Ultra Music Festival private on-sale.

* Subject to the terms and conditions in effect for that show. Limited quantity and subject to availability. First come, first served. Price does not include shipping and handling charges, service charges, state taxes and fees.

TICKETING TERMS AND CONDITIONS

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY. THIS AGREEMENT, WHICH IS A LEGALLY BINDING DOCUMENT, INCLUDES, AMONG ITS OTHER TERMS, RESTRICTIONS, LIMITATIONS AND CONDITIONS (INCLUDING LIMITATIONS ON LIABILITY), ASSUMPTIONS OF RISK, A NO REFUND POLICY (AND OTHER RELATED RESTRICTIONS),

I, by checking the box and clicking the "I AGREE" button, I am acknowledging and agreeing (i) to the receipt and sufficiency of the additional consideration that is being provided hereunder by Event Organizer; (ii) to voluntarily elect the option to attend a future Ultra Music Festival event in Miami of my choosing based on the future date options provided; (iii) that I have read and understood in its entirety, and agree to be bound by, those terms and conditions set forth above and in the following link <https://ultramusicfestival.com/ticketing-terms-conditions-v3>; (iv) to irrevocably and unconditionally release and forever discharge Event Organizer of any and all potential claims, grievances, actions, suits, proceedings, rights, damages, losses, costs, expenses, contracts, agreements, and controversies of any nature whatsoever, known or unknown, liquidated or unliquidated, suspected or unsuspected, fixed or contingent, direct or derivative, in law or equity, which any time heretofore ever existed, or which have been or could be asserted, including, without limitation, any claim arising under any acts, events or contract or any claims relating to, arising under or in connection with the 2020 Ultra Music Festival that was scheduled to take place in Miami, Florida on March 20-22, 2020 and 2021 Ultra Music Festival that was scheduled to take place in Miami, Florida on March 26-28, 2021 ("Disputes") and (v) to knowingly and voluntarily give up, forever, important legal rights that are or may be currently and otherwise available to me, including the right to go to court and potentially address and resolve any Dispute that may arise between me and the Event Organizer, the right to potentially recover legal fees and expenses without limitation, the right to have potential Disputes handled under the Consumer Arbitration Rules of the American Arbitration Association and the right to have certain costs borne either entirely or substantially by Event Organizer, the right to apply for special damages, the right to initiate a chargeback, the right to potentially have a Dispute heard in a jurisdiction other than in Miami, Florida, and the right to participate in a class action suit, among others—as more fully set forth in the above terms and conditions and hyperlinked at <https://ultramusicfestival.com/ticketing-terms-conditions-v3>. I understand that once I check the box and click the "I AGREE" button, I will not have the opportunity to undo or reverse my exchange, upgrade, election and action.

EXHIBIT 3

GA TICKETS 91% SOLD OUT

BUY NOW >

CREATE MY ACCOUNT LOG IN

Ticketing Terms and Conditions

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, OR IF YOU DO NOT AGREE WITH, OR AGREE TO ASSUME THE ALLOCATION OF RISK TO YOU AS SET FORTH HEREUNDER, DO NOT PURCHASE A TICKET AND/OR ENTER THE EVENT.

Future Changes to Terms and Conditions. Bearer and/or Purchaser acknowledge and agree that EVENT ENTERTAINMENT GROUP, INC., ("Event Organizer") may modify, add, remove, supplement, amend, update or revise any of these terms and conditions, without advanced notification to Bearer or Purchaser (collectively, "Revise" or "Revision(s)") by posting such Revisions on Event Organizer's website, ultramusicfestival.com (the "Site"), which Revisions shall become effective immediately and, at Event Organizer's option, relate back to the date of purchase. For the purpose of this Agreement, "Bearer" shall mean the individual who will be presenting a valid ticket at the entrance gates for entry into the Venue, and "Purchaser" shall mean the individual who will be purchasing a valid Ticket for the Event.

Data Collection. Upon accessing and using the Site, Purchaser and Bearer acknowledge and agree that Event Organizer may automatically collect, store and use Purchaser and/or Bearer's information, including but not limited to, IP addresses, operating systems, referring web pages, locations, mobile carriers, devices used (i.e., cell phones, laptops, tablets, among others), search terms and cookie information (collectively, the "Derivative Data") to help Event Organizer diagnose problems and improve the Site for user experience. In order to purchase a Ticket(s), Purchaser acknowledges and agrees that Purchaser may be required to provide personal information such as, but not limited to, name, email address, mailing address, zip code, telephone number, date of birth, financial information, age verification and/or country of residence (collectively, the "Personal Information"). Purchaser acknowledges and agrees that Event Organizer may collect, store and use the Personal Information for legitimate business purposes, such as, but not limited to, processing Purchaser's payment, fulfilling Purchaser's order, updating Purchaser with its order status, shipping and tracking information, responding to customer service requests, providing updated information to Purchaser respecting the Event, among others. If Purchaser or Bearer does not agree with these terms and conditions, do not purchase a ticket and exit the Site.

License. The purchase of a valid ticket ("Ticket(s)") by the Purchaser and the presentation of a valid ticket by the Bearer constitutes Purchaser and/or Bearer's revocable license to enter the Ultra Music Festival 2020 event (the "Event") and to access

BUY TICKETS >



Venue.

Minimum Age. As a condition to gain access to the Venue and attend the Event, Bearer represents and warrants that Bearer is 18 years of age or older on the date and time listed on the front of the Ticket. A valid government issued photo identification of Bearer ("ID") WILL be required at the Event gates in order to gain entry into the Venue. Bearer of Ticket(s) represents and warrants that the information provided on the ID presented by them is valid, true, and correct. Event Organizer reserves the right, without the obligation to refund any portion of the Ticket purchase price, to refuse entry to the Venue to any person who is not at least 18 years of age on the date listed on the Ticket. Additionally, as a condition to gain access to the Venue and attend the Event, Bearer of this Ticket hereby affirmatively, knowingly and voluntarily consents to Event Organizer swiping Bearer's ID at the Event gates to verify, collect, store and use such personal information for any lawful purpose (collectively "Swipe") including Bearer's photo, legal name, date of birth, sex, address of record, telephone number and any other personal information obtained on Bearer's ID.

Fees. Purchaser acknowledges and agrees that upon the purchase of a Ticket(s), Purchaser shall be obligated to pay the face value of the Ticket(s) in addition to, a facility fee, service charges, shipping and handling charges, and taxes which shall be collected by Event Organizer to offset the costs and expenses arising from, and/or relating to, the processing of the Ticket order, the Event and/or the Venue. By proceeding to purchase a ticket pursuant to the foregoing terms and conditions, Purchaser is expressly agreeing to waive any and all potential rights, claims or entitlements Purchaser may have respecting the above referenced fees. Purchaser further acknowledges and agrees, in conformity therewith that, in no event shall Purchaser commence a chargeback dispute with Purchaser's credit or debit card relative to the Ticket price, associated fees or services purchased hereunder, or regarding any amounts forfeited hereunder or similar charge reversal. If Purchaser does not agree with these terms and conditions, do not purchase a ticket.

Refund Policy. Bearer's Ticket is not redeemable for cash. Once Venue gates open, the Event, on that particular date, shall be deemed to have been delivered in its entirety and not subject to any refunds. Upon Event cancellation by Event Organizer, Event Organizer may, in its sole and absolute discretion, elect to either issue a full or partial refund to Purchaser, not issue any refunds, or reschedule the Event. Upon the cancellation of the entire Event, including, but not limited to events not within Event Organizer's control, governmental acts, acts of God, riots, production delays, strikes, natural disasters, inclement weather (regardless of severity), or inaccessibility or unavailability of the Venue, Event Organizer may, in its sole and absolute discretion elect to either, (a) issue Purchaser a full or partial refund, (b) postpone the Event for a future date and/or (c) offer Purchaser a comparable "make good." Delayed Venue gate openings and/or Bearer's inability to access any parts of the Venue or Event due to Federal, state, municipal or other code regulations, Event Organizer's policy(ies), emergency and/or partial or complete Event or stage shutdown or evacuation, performance or Event delays and inclement weather shall not entitle Purchaser (or Bearer as holder of the ticket) to refunds or future credits. Under no circumstances shall Purchaser (or Bearer as holder of the ticket) be entitled to any type of refund or exchange due to weather or governmental acts. If Event Organizer elects to issue a refund, which is in Event Organizer's sole and absolute discretion, the Purchaser shall be refunded an amount up to the face value of the Ticket(s) only. If Event Organizer elects to reschedule the Event for a future date, Purchaser shall not be entitled to a refund. Under no circumstances shall Purchaser be entitled to a refund of any shipping, handling or other processing and service fees. At all times prior to the Event, Event Organizer reserves all rights to cancel or postpone the Event or to change the Venue, artist lineup, times and dates of the Event, or other Event details without prior notice to Purchaser or Bearer. Event Organizer shall not be responsible for any exchange rate losses to Purchaser during the order or refund process. ALL TICKET SALES ARE FINAL. THERE SHALL BE NO TICKET REFUNDS AND/OR TICKET EXCHANGES. This Event is "Rain or Shine" and is "Standing Room Only."

Assumption of Risk; Mitigation.

a. Event Organizer assumes no legal, financial, or other liability whatsoever for any lost, stolen or destroyed Tickets. Upon delivery of Purchaser and/or Bearer's Tickets, Bearer assumes 100% risk of loss relating to the Tickets. If Bearer and/or Purchaser obtain Ticket(s) from any unauthorized source(s), Bearer and/or Purchaser assumes all risks associated with such Ticket(s), including that such Ticket(s) may have been reported lost or stolen or that such Ticket(s) may be counterfeit, and in all cases, such Ticket(s) shall be voidable and dishonored by Event Organizer in its sole and absolute discretion. The unlawful or prohibited resale or attempted resale of tickets is grounds for seizure of all or some of Bearer and/or Purchaser's Tickets and cancellation of this License without compensation to Bearer and/or Purchaser. Event Organizer may, in its sole and absolute discretion, cancel or relocate seating on an order for accessible seating that Event Organizer believes to be fraudulent. This Ticket may not be used for advertising, promotion (including, but not limited to, contests, sweepstakes, games and/or any other promotions), or other trade purposes without the express written consent of Event Organizer. Event Organizer also reserves the right to investigate orders suspected to be in violation of these Ticketing Terms and Conditions and shall be the sole and final arbiter regarding violations or potential violations hereunder.

b. Bearer hereby assumes any and all risks, whether or not expressly set forth herein, as well as any risks or dangers incidental to, or in any way relating to the Event, the purchase of tickets hereunder or use of the Site, including those arising from, or relating to, the acts or omissions of third parties (including Artists, Event attendees, Venue owners, operators, staff, employees or agents; or Event organizer, its affiliates, subsidiaries, officers, directors, employees, members, partners, agents or designees), including risk of loss or damage to Bearer's personal property and risks of personal injury. Event Organizer and its respective Indemnitees (as defined below), designees, successors or assigns shall not be held responsible, legally, financially or otherwise, (i) for any personal property that is left, lost, stolen, destroyed, confiscated, damaged or misplaced anywhere in the Venue or at Venue access/entry points, and (ii) for personal injuries sustained by Bearer arising from, or relating to, the following non-exhaustive list: extremely loud sounds and special effects, such as flashing lights, rapidly changing or alternating images, the use of fog, haze or smoke with theatrical stage lighting, laser projections, strobe lights and fireworks, whether such injuries or manifestation of such injuries occur during or subsequent to the Event.

c. Bearer and Purchaser further acknowledge and agree that Event Organizer shall have no legal obligation to mitigate any of its potential or actual losses sustained hereunder.

Disclaimer of Warranty. THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVENT ORGANIZER GRANTS THIS LICENSE TO ENTER THE VENUE ON AN 'AS IS' BASIS AND GRANTS THIS LICENSE TO PURCHASE TICKETS ON AN 'AS AVAILABLE' BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE AVAILABILITY OF TICKETS, THE PURCHASE OF TICKETS, THE EVENT, THE VENUE, OR THE ARTISTS.

Indemnification. Bearer and Purchaser shall defend, covenant not to sue, indemnify, and hold harmless and forever release, Event Organizer (EVENT ENTERTAINMENT GROUP, INC.), Ticketreak, LLC, Ultra Enterprises Inc., sponsors, participants and artists, the City of Miami, Bayfront Park Management Trust, the U.S. Army Corps of Engineers and each of the above respective subsidiaries, affiliates, officials, officers, directors, principals, members, employees, personnel, authorized agents, predecessors, assigns, successors, licensees and designees (collectively "Indemnitees") from any and all injuries (whether personal injuries, property damage or otherwise), demands, suits, costs and/or claims relating in any way to the Event, the purchase of tickets hereunder or use of the Site.

Event Organizer's Ownership of Work. Bearer and Purchaser acknowledge and agree that (i) upon acceptance of the Terms and Conditions set forth herein and purchase of a Ticket(s) and (ii) upon entry to the Event, Event Organizer or its designee(s), successor(s), or assign(s) shall have the right to use, copy, sell, distribute, record, publish, republish, print, display, publicly perform, transmit, create derivative works or incorporate, translate or otherwise publicly use, for purposes of trade or for any commercial or advertising purpose or any sale, resale or other distribution of visual, audio or audiovisual productions, including broadcast, re-broadcast, photographs, aerial footage, live stream or other reproduction, articles of merchandise or any other medium, whether now existing or hereinafter developed, Bearer's name, image, portrait, photograph, voice and/or other likeness, without compensation or notification to, or additional consent by Bearer. Bearer further acknowledges and agrees that Event Organizer or its designee(s), successor(s) or assign(s) shall be the sole and exclusive owner of any such work in connection with the Venue or Event that contains Bearer's image, voice and/or likeness.

Bearer's Conduct. Event Organizer and the Venue maintain a zero-tolerance policy regarding illegal or illicit drug use at the Event. Bearer, in order to gain entry into the Venue, hereby affirmatively, knowingly, intelligently and voluntarily consents to be searched by Event Organizer for the presence of illegal or illicit drugs, weapons and/or other prohibited items prior to or during Bearer's presence at the Event or Venue. Event Organizer and the Venue maintain a zero-tolerance policy regarding lewd and lascivious behavior or conduct, including but not limited to, disorderly or violent behavior or vulgar or violent language. Bearer hereby acknowledges and agrees that the discovery of any prohibited items or such lewd and lascivious behavior shall constitute a violation of Event Organizer's policies and terms and conditions and shall correspondingly give Event Organizer the right to confiscate any such prohibited item(s) and/or correspondingly give Event Organizer the right to immediately revoke Bearer's License to access the Venue, and to deny Bearer any future entry to the Event or Venue without any legal or financial liability to Event Organizer.

Disputes. Bearer and Purchaser acknowledge and agree that any disputes arising from, or relating to Purchaser's purchase of Tickets hereunder or any relationship or dispute between Bearer and Event Organizer, Purchaser and Event Organizer, Bearer and any company or person employed by or which is affiliated with Event Organizer, or Purchaser and any company or person employed by or which is affiliated with Event Organizer (a "Dispute") shall only be resolved subject to FINAL AND BINDING ARBITRATION, and may only be resolved through an individual arbitration governed by the Federal Arbitration Act or by the applicable sections of the Florida Arbitration code. THE PARTIES TO THIS AGREEMENT GIVE UP THEIR RESPECTIVE RIGHTS TO GO TO COURT in connection with any Dispute and acknowledge and agree that such Dispute(s) will be determined by a NEUTRAL ARBITRATOR; NOT A JUDGE OR JURY. NO PARTY TO WHICH THIS AGREEMENT APPLIES SHALL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING, INCLUDING CLASS ARBITRATION, IN CONNECTION WITH ANY DISPUTE. The parties shall participate in non-binding mediation at least 30 days before commencing any arbitration (or taking any other action if applicable). If the parties are unable to resolve a Dispute by informal means, the arbitration of Disputes will be administered by the American Arbitration Association (AAA) in accordance with Commercial Arbitration Rules, and if deemed appropriate by the arbitrator, the Supplementary Procedures for Consumer-Related Disputes. Such arbitration shall be conducted at the AAA office located in Miami, Florida. Any proceeding to enforce this arbitration agreement must be brought in the state court of Florida or, if jurisdiction permits, in the U.S. District Court in the Southern District of Florida with venue lying in Miami-Dade County.

Governing Law; Venue. This Agreement and all claims relating to, or arising out of this Agreement or the breach thereof, shall be governed and construed in accordance with the laws of the state of Florida, notwithstanding any contrary choice-of-law principles.

Assignment; Entire Agreement. Event Organizer shall, at all times, have the right to assign or delegate any or all of its rights,

titles, interests or duties hereunder without notification to, or consent by, Bearer and Purchaser. Bearer and Purchaser acknowledge and agree that the terms and conditions set forth herein, as supplemented by the terms and conditions on the Site, including the Payment Plan Terms and Conditions and prohibited items list, as amended from time to time by Event Organizer with or without notification to Bearer and Purchaser, and those additional policies published at the Venue, represent the entire agreement between Bearer, Purchaser and the Event Organizer with respect to the subject matter of this Agreement.

Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the unenforceable provision shall not affect the otherwise valid terms or provisions or the whole of this Agreement. The applicable terms or provisions shall be deemed modified to the extent necessary to render such provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent, the intent and agreements of the parties set forth herein.



Enter your email address to get started...

GET STARTED >

! [faded text]

July 20, 2020
[faded text]

Days 05:27

[faded text]



FOLLOW

MUSIC FOLLOW



EXHIBIT 4

March 26, 27, 28 — 2021



TICKETS PREVIOUS LINEUPS SUSTAINABILITY MERCH MEDIA MORE WORLDWIDE

Ticketing Terms and Conditions

[CREATE MY ACCOUNT](#) / [LOG IN](#)

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, OR IF YOU DO NOT AGREE WITH, OR AGREE TO ASSUME THE ALLOCATION OF RISK TO YOU AS SET FORTH HEREUNDER, DO NOT PURCHASE A TICKET AND/OR ENTER THE EVENT.

1. Future Changes to Terms and Conditions. Bearer and/or Purchaser acknowledge and agree that **EVENT ENTERTAINMENT GROUP, INC.**, ("Event Organizer") may modify, add, remove, supplement, amend, update or revise any of these terms and conditions, without advanced notification to Bearer or Purchaser (collectively, "Revise" or "Revision(s)") by posting such Revisions on Event Organizer's website, ultramusicfestival.com (the "Site"), which Revisions shall become effective immediately and, at Event Organizer's option, relate back to the date of purchase. For the purpose of this Agreement, "Bearer" shall mean the individual who will be presenting a valid ticket at the entrance gates for entry into the Venue, and "Purchaser" shall mean the individual who will be purchasing a valid Ticket for the Event.

2. Data Collection. Upon accessing and using the Site, Purchaser and Bearer acknowledge and agree that Event Organizer may automatically collect, store and use Purchaser and/or Bearer's information, including but not limited to, IP addresses, operating systems, referring web pages, locations, mobile carriers, devices used (i.e., cell phones, laptops, tablets, among others), search terms and cookie information (collectively, the "Derivative Data") to help Event Organizer diagnose problems and improve the Site for user experience. In order to purchase a Ticket(s), Purchaser acknowledges and agrees that Purchaser may be required to provide personal information such as, but not limited to, name, email address, mailing address, zip code, telephone number, date of birth, financial information, age verification and/or country of residence (collectively, the "Personal Information"). Purchaser acknowledges and agrees that Event Organizer may collect, store and use the Personal Information for legitimate business purposes, such as, but not limited to, processing Purchaser's payment, fulfilling Purchaser's order, updating Purchaser with its order status, shipping and tracking information, responding to customer service requests, providing updated information to Purchaser respecting the Event, among others. If Purchaser or Bearer does not agree with these terms and conditions, do not purchase a ticket and exit the Site.

3. License. The purchase of a valid ticket ("Ticket(s)") by the Purchaser and the presentation of a valid ticket by the Bearer constitutes Purchaser and/or Bearer's revocable license to enter the Ultra Music Festival 2020 event (the "Event") and to access Bayfront Park (the "Venue") subject to the terms and conditions set forth herein (the "License"). Event Organizer may revoke this License at any time without additional notification or compensation to Purchaser and Bearer, including denying Bearer access to the Venue.

4. Minimum Age. As a condition to gain access to the Venue and attend the Event, Bearer represents and warrants that Bearer is 18 years of age or older on the date and time listed on the front of the Ticket. A valid government issued photo identification of Bearer ("ID") WILL be required at the Event gates in order to gain entry into the Venue. Bearer of Ticket(s) represents and warrants that the information provided on the ID presented by them is valid, true, and correct. Event Organizer reserves the right, without the obligation to refund any portion of the Ticket purchase price, to refuse entry to the Venue to any person who is not at least 18 years of age on the date listed on the Ticket. Additionally, as a condition to gain access to the Venue and attend the Event, Bearer of this Ticket hereby affirmatively, knowingly and voluntarily consents to Event Organizer swiping Bearer's ID at the Event gates to verify, collect,

store and use such personal information for any lawful purpose (collectively "Swipe") including Bearer's photo, legal name, date of birth, sex, marital status, telephone number and any other personal information obtained on Bearer's ID.

March 26, 27, 28 — 2021

5. **Fees.** Purchaser acknowledges and agrees that upon the purchase of a Ticket(s), Purchaser shall be obligated to pay the face value of the Ticket(s) in addition to, a facility fee, service charges, shipping and handling charges, and taxes which shall be collected by Event Organizer to offset the costs and expenses arising from, and/or relating to, the processing of the Ticket order, the Event and/or the Venue. By proceeding to purchase a ticket pursuant to the foregoing terms and conditions, Purchaser is expressly agreeing to waive any and all potential rights, claims or entitlements Purchaser may have respecting the above referenced fees. [TICKETS](#) [PREVIOUS LINEUPS](#) [SUSTAINABILITY](#) [MERCH](#) [MEDIA](#) [MORE](#) [WORLDWIDE](#) [CREATE MY ACCOUNT](#) / [LOG IN](#)

Purchaser further acknowledges and agrees, in conformity therewith that, in no event shall Purchaser commence a chargeback dispute with Purchaser's credit or debit card relative to the Ticket price, associated fees or services purchased hereunder, or regarding any amounts forfeited hereunder or similar charge reversal. If Purchaser does not agree with these terms and conditions, do not purchase a ticket.

6. **Refund Policy.** Bearer's Ticket is not redeemable for cash. Once Venue gates open, the Event, on that particular date, shall be deemed to have been delivered in its entirety and not subject to any refunds. Upon Event cancellation by Event Organizer, Event Organizer may, in its sole and absolute discretion, elect to either issue a full or partial refund to Purchaser, not issue any refunds, or reschedule the Event. Upon the cancellation of the entire Event, including, but not limited to events not within Event Organizer's control, governmental acts, acts of God, riots, production delays, strikes, natural disasters, inclement weather (regardless of severity), or inaccessibility or unavailability of the Venue, Event Organizer may, in its sole and absolute discretion elect to either, (a) issue Purchaser a full or partial refund, (b) postpone the Event for a future date and/or (c) offer Purchaser a comparable "make good." Delayed Venue gate openings and/or Bearer's inability to access any parts of the Venue or Event due to Federal, state, municipal or other code regulations, Event Organizer's policy(ies), emergency and/or partial or complete Event or stage shutdown or evacuation, performance or Event delays and inclement weather shall not entitle Purchaser (or Bearer as holder of the ticket) to refunds or future credits. Under no circumstances shall Purchaser (or Bearer as holder of the ticket) be entitled to any type of refund or exchange due to weather or governmental acts. If Event Organizer elects to issue a refund, which is in Event Organizer's sole and absolute discretion, the Purchaser shall be refunded an amount up to the face value of the Ticket(s) only. If Event Organizer elects to reschedule the Event for a future date, Purchaser shall not be entitled to a refund. Under no circumstances shall Purchaser be entitled to a refund of any shipping, handling or other processing and service fees. At all times prior to the Event, Event Organizer reserves all rights to cancel or postpone the Event or to change the Venue, artist lineup, times and dates of the Event, or other Event details without prior notice to Purchaser or Bearer. Event Organizer shall not be responsible for any exchange rate losses to Purchaser during the order or refund process. **ALL TICKET SALES ARE FINAL. THERE SHALL BE NO TICKET REFUNDS AND/OR TICKET EXCHANGES.** This Event is "Rain or Shine" and is "Standing Room Only."

7. **Assumption of Risk; Mitigation.**

a. Event Organizer assumes no legal, financial, or other liability whatsoever for any lost, stolen or destroyed Tickets. Upon delivery of Purchaser and/or Bearer's Tickets, Bearer assumes 100% risk of loss relating to the Tickets. If Bearer and/or Purchaser obtain Ticket(s) from any unauthorized source(s), Bearer and/or Purchaser assumes all risks associated with such Ticket(s), including that such Ticket(s) may have been reported lost or stolen or that such Ticket(s) may be counterfeit, and in all cases, such Ticket(s) shall be voidable and dishonored by Event Organizer in its sole and absolute discretion. The unlawful or prohibited resale or attempted resale of tickets is grounds for seizure of all or some of Bearer and/or Purchaser's Tickets and cancellation of this License without compensation to Bearer and/or Purchaser. Event Organizer may, in its sole and absolute discretion, cancel or relocate seating on an order for accessible seating that Event Organizer believes to be fraudulent. This Ticket may not be used for advertising, promotion (including, but not limited to, contests, sweepstakes, games and/or any other promotions), or other trade purposes without the express written consent of Event Organizer. Event Organizer also reserves the right to investigate orders suspected to be in violation of these Ticketing Terms and Conditions and shall be the sole and final arbiter regarding violations or potential violations hereunder.

b. Bearer hereby assumes any and all risks, whether or not expressly set forth herein, as well as any risks or dangers incidental to, or in connection with, the purchase of tickets hereunder or use of the Site, including those arising from, or relating to, the acts or omissions of third parties (including Artists, Event attendees, Venue owners, operators, staff, employees or agents; or Event organizer, its affiliates, subsidiaries, officers, directors, employees, members, partners, agents or designees), including risk of loss or damage to Bearer's personal property and risks of personal injury. Event Organizer and its respective Indemnitees (as defined below), designees, successors or assigns shall not be held responsible, legally, financially or otherwise, (i) for any personal property that is left, lost, stolen, destroyed, confiscated, damaged or misplaced anywhere in the Venue or at Venue access/entry points, and (ii) for personal injuries sustained by Bearer arising from, or relating to, the following non-exhaustive list: ~~EXCEEDING 100,000 DOLLARS AND~~ special effects, such as flashing lights, rapidly changing or alternating images, the use of fog, haze or smoke with theatrical stage lighting, laser projections, strobe lights and fireworks, whether such injuries or manifestation of such injuries occur during or subsequent to the Event.

c. Bearer and Purchaser further acknowledge and agree that Event Organizer shall have no legal obligation to mitigate any of its potential or actual losses sustained hereunder.

8. Disclaimer of Warranty. THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVENT ORGANIZER GRANTS THIS LICENSE TO ENTER THE VENUE ON AN "AS IS" BASIS AND GRANTS THIS LICENSE TO PURCHASE TICKETS ON AN "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE AVAILABILITY OF TICKETS, THE PURCHASE OF TICKETS, THE EVENT, THE VENUE, OR THE ARTISTS.

9. Indemnification. Bearer and Purchaser shall defend, covenant not to sue, indemnify, and hold harmless and forever release, Event Organizer (EVENT ENTERTAINMENT GROUP, INC.), Ticketfreak, LLC, Ultra Enterprises Inc., sponsors, participants and artists, the City of Miami, Bayfront Park Management Trust, the U.S. Army Corps of Engineers and each of the above respective subsidiaries, affiliates, officials, officers, directors, principals, members, employees, personnel, authorized agents, predecessors, assigns, successors, licensees and designees (collectively "Indemnitees") from any and all injuries (whether personal injuries, property damage or otherwise), demands, suits, costs and/or claims relating in any way to the Event, the purchase of tickets hereunder or use of the Site.

10. Event Organizer's Ownership of Work. Bearer and Purchaser acknowledge and agree that (i) upon acceptance of the Terms and Conditions set forth herein and purchase of a Ticket(s) and (ii) upon entry to the Event, Event Organizer or its designee(s), successor(s), or assign(s) shall have the right to use, copy, sell, distribute, record, publish, republish, print, display, publicly perform, transmit, create derivative works or incorporate, translate or otherwise publicly use, for purposes of trade or for any commercial or advertising purpose or any sale, resale or other distribution of visual, audio or audiovisual productions, including broadcast, re-broadcast, photographs, aerial footage, live stream or other reproduction, articles of merchandise or any other medium, whether now existing or hereinafter developed, Bearer's name, image, portrait, photograph, voice and/or other likeness, without compensation or notification to, or additional consent by Bearer. Bearer further acknowledges and agrees that Event Organizer or its designee(s), successor(s) or assign(s) shall be the sole and exclusive owner of any such work in connection with the Venue or Event that contains Bearer's image, voice and/or likeness.

11. Bearer's Conduct. Event Organizer and the Venue maintain a zero-tolerance policy regarding illegal or illicit drug use at the Event. Bearer, in order to gain entry into the Venue, hereby affirmatively, knowingly, intelligently and voluntarily consents to be searched by Event Organizer for the presence of illegal or illicit drugs, weapons and/or other prohibited items prior to or during Bearer's presence at the Event or Venue. Event Organizer and the Venue maintain a zero-tolerance policy regarding lewd and lascivious behavior or conduct, including but not limited to, disorderly or violent behavior or vulgar or violent language. Bearer hereby

acknowledges and agrees that the discovery of any prohibited items or such lewd and lascivious behavior shall constitute a violation of our Online Policies and terms and conditions and shall correspondingly give Event Organizer the right to confiscate any such prohibited item(s) and/or correspondingly give Event Organizer the right to immediately revoke Bearer's License to access the Venue, and to deny Bearer any future entry to the Event or Venue without any legal or financial liability to Event Organizer.

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12. Disputes. Bearer and Purchaser acknowledge and agree that any disputes arising from, or relating to Purchaser's purchase of Tickets hereunder or any relationship or dispute between Bearer and Event Organizer, Purchaser and Event Organizer, Bearer and any company or person employed by or which is affiliated with Event Organizer, or Purchaser and any company or person employed by or which is affiliated with Event Organizer (a "Dispute") shall only be resolved subject to FINAL AND BINDING ARBITRATION, and may only be resolved through an individual arbitration governed by the Federal Arbitration Act or by the applicable sections of the Florida Arbitration code. THE PARTIES TO THIS AGREEMENT GIVE UP THEIR RESPECTIVE RIGHTS TO GO TO COURT in connection with any Dispute and acknowledge and agree that such Dispute(s) will be determined by a NEUTRAL ARBITRATOR; NOT A JUDGE OR JURY. NO PARTY TO WHICH THIS AGREEMENT APPLIES SHALL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING, INCLUDING CLASS ARBITRATION, IN CONNECTION WITH ANY DISPUTE. The parties shall participate in non-binding mediation at least 30 days before commencing any arbitration (or taking any other action if applicable). If the parties are unable to resolve a Dispute by informal means, the arbitration of Disputes will be administered by the American Arbitration Association (AAA) in accordance with Commercial Arbitration Rules, and if deemed appropriate by the arbitrator, the Supplementary Procedures for Consumer-Related Disputes. Such arbitration shall be conducted at the AAA office located in Miami, Florida. Any proceeding to enforce this arbitration agreement must be brought in the state court of Florida or, if jurisdiction permits, in the U.S. District Court in the Southern District of Florida with venue lying in Miami-Dade County.

13. Governing Law; Venue. This Agreement and all claims relating to, or arising out of this Agreement or the breach thereof, shall be governed and construed in accordance with the laws of the state of Florida, notwithstanding any contrary choice-of-law principles.

14. Assignment; Entire Agreement. Event Organizer shall, at all times, have the right to assign or delegate any or all of its rights, titles, interests or duties hereunder without notification to, or consent by, Bearer and Purchaser. Bearer and Purchaser acknowledge and agree that the terms and conditions set forth herein, as supplemented by the terms and conditions on the Site, including the Payment Plan Terms and Conditions and prohibited items list, as amended from time to time by Event Organizer with or without notification to Bearer and Purchaser, and those additional policies published at the Venue, represent the entire agreement between Bearer, Purchaser and the Event Organizer with respect to the subject matter of this Agreement.

15. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the unenforceable provision shall not affect the otherwise valid terms or provisions or the whole of this Agreement. The applicable terms or provisions shall be deemed modified to the extent necessary to render such provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent, the intent and agreements of the parties set forth herein.

March 26, 27, 28 — 2021



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EXHIBIT 5

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT hereinafter referred to as this "Agreement," made this 16 day of January 2020, by and between the CITY OF MIAMI, a municipal corporation, with offices at 3500 Pan American Drive, Miami, Florida 33133; hereinafter referred to as the "City," and EVENT ENTERTAINMENT GROUP, INC., a Florida for-profit corporation, with offices located at 201 S. Biscayne Blvd., Suite 800, Miami, Florida 33131, hereinafter referred to as "Licensee" (collectively, the "Parties").

RECITALS

WHEREAS, the City is the owner of certain real property throughout Downtown Miami, including but not limited to 301 Biscayne Boulevard, Miami, FL 33132; and

WHEREAS, the Bayfront Park Management Trust is a limited agency and instrumentality of the City with responsibility to oversee and manage Bayfront Park, located at 301 Biscayne Boulevard, Miami, FL 33132, subject to City Commission approval; and

WHEREAS, Licensee hosts an annual electronic music festival ("Ultra Music Festival") and has previously staged the Ultra Music Festival at the Property during the period between 2012 and 2018, and during which time, Licensee expended substantial resources toward the direct promotion and marketing of the City of Miami; and

WHEREAS, Licensor desires to have Licensee stage the Ultra Music Festival at the Property (as defined in Section 2.13) commencing in 2020 and Licensee is desirous of foregoing certain business opportunities in exchange for the benefits expressed in the Agreement; and

WHEREAS, formal action by the City of Miami City Commission is required to authorize and accept this Agreement, and is a condition precedent to this Agreement's legal efficacy and validity;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the receipt and sufficiency of which is acknowledged by the parties, the City hereby grants unto Licensee the privilege of entry upon and use of the Property, for the production of the Event and for uses incidental thereto, on the terms and conditions set forth in this Agreement.

1. **RECITALS:**

The above Recitals are true and correct and hereby incorporated into and made a part of this Agreement.

2. **DEFINITIONS:**

When used in this Agreement, the following terms shall have the specified meanings:

- 2.1 **ADDITIONAL CHARGES** means such expenses related to the category of services set forth on Exhibit C, attached and incorporated hereto, or such other service categories mutually agreed upon in writing by the parties, each during the course normal business operations.
- 2.2 **AGREEMENT** has the meaning given to such term in the preamble to this Agreement.
- 2.3 **AMPHITHEATER** means the Klipsch Amphitheater.
- 2.4 **CITY** means the City of Miami.



- 2.5 **CITY COMMISSION** is the local legislative body of the City of Miami who has ultimate control of the **PROPERTY** and the events held therein.
- 2.6 **EFFECTIVE DATE** has the meaning given to it in Section 3.3.
- 2.7 **EVENT** means the Ultra Music Festival, to take place annually at the Property on the Friday through Sunday on any single weekend of March during the Term as described herein with operating hours of 4:00 p.m. on Friday to 12:00 a.m. on Saturday; 12:00 p.m. on Saturday to 12:00 a.m. on Sunday; and 12:00 p.m. on Sunday to 10:00 p.m. on Sunday. The hours described herein are firm unless an amendment thereto is mutually agreed upon by the Parties, and subject to any applicable laws, rules, and regulations.
- 2.8 **INDEMNITEES** mean the City, the Bayfront Park Management Trust, and all the City's and the Bayfront Park Management Trust's respective members, officials, officers, agents, assigns, successors, personnel, and employees.
- 2.9 **LIABILITIES** means all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees, interest, and costs), and liabilities.
- 2.10 **LICENSEE** has the meaning given to such term in the preamble to this Agreement.
- 2.11 **PERMITTED USES** has the meaning given to it in Section 3.1.
- 2.12 **PREMISES** means the entire Property, as defined in Section 2.11 and depicted in Exhibits A, and such open spaces that may be required by the Licensee for the Event, and other such facilities of the Property as may be authorized by the City.
- 2.13 **PROPERTY** collectively refers to the event space, and specifically includes the Amphitheater, located generally at 301 Biscayne Boulevard, Miami, FL 33132, as shown on the attached Exhibit A-1.
- 2.14 **TICKET SURCHARGE** means the fees to be paid in accordance with the ticket surcharge rates expressly provided in Section 53-1 of the Code of the City of Miami, Florida, as amended.
- 2.15 **USE FEE** means the sum of Two Million Dollars (\$2,000,000.00), that the Licensee shall pay the City for each yearly Event produced at the Property and Premises. The Use Fee shall be increased annually by three percent (3%) commencing upon the production of the third (3rd) Event and such Use Fee includes the Ticket Surcharge. Such Use Fee is more particularly described in Section 7 herein.
- 2.16 **USE PERIOD** means the twenty-eight (28) day period inclusive of load in and load out and ancillary preparations and removals. In no event will the Bayfront Kid's Park, the Tina Hills Pavilion, or the dog park located on the Premises, as shown on the attached Exhibit A-2, be closed to the public for more than eleven (11) days (including Event days). These dates are subject to mutual agreement of the parties on an annual basis, as more particularly set forth in Section 3.2.
3. **EVENT AND USE PERIOD:**
- 3.1 **Purpose:**
The Property shall be used and occupied by the Licensee solely for the purposes of producing the Event and for undertaking any and all uses ancillary and incidental thereto, selling, using or

displaying any goods and/or products related to the Event, and to grant to third parties the right to sell, use or display any goods or products on, to, or from the Property (collectively the "Permitted Uses"). Licensee may request written consent from the City Manager or their designee to use the Property for other allowed uses but shall not be authorized until Licensee has received the written consent of the City Manager or their designee, which consent may not be unreasonably conditioned, withheld or delayed. Unless otherwise expressly and specifically provided hereunder, Licensee shall be solely responsible for the production, coordination and management of the Event, at its sole cost and expense.

This Agreement solely authorizes Licensee to the temporary use of the Property for the limited purposes set forth herein and for no other purpose. The Parties hereby agree that, the provisions of this Agreement do not constitute a lease or confer any leasehold rights or estate. The rights of Licensee hereunder are not those of a tenant, but merely authorization to do certain acts of a temporary character on the Property and to use the Property, subject to the terms of this Agreement. The City retains dominion, possession and control of the Property. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of this Agreement, its use of the Property, or by virtue of any expenditure of funds by the Licensee for improvements, construction, repairs, partitions, or alterations to the Property which may be authorized by the City Manager or his/her designee.

3.2 Event Use Period:

The Event will, at the option of Licensee, take place annually at the Property on the Friday through Sunday on any single weekend of March, or other date mutually agreed upon by the Licensee and City Manager, for each Event year. The specific weekend for the Event shall be designated by Licensee and City in conjunction with the notice Licensee is required to deliver to the City pursuant to Section 9.4 described herein. The operating hours for the Event days shall be: from 4:00 p.m. on Friday to 12:00 a.m. on Saturday; 12:00 p.m. on Saturday to 12:00 a.m. on Sunday; and 12:00 p.m. on Sunday to 10:00 p.m. on Sunday. The aforementioned times shall be fixed and apply to the Event throughout the Term of this Agreement. Licensee will occupy the Property for no more than twenty-eight (28) days including load in to load out. Set-up for the Event will begin at the commencement of the Use Period and tear-down will terminate no later than the end of the Use Period each year. In no event will the Bayfront Kid's Park, the Tina Hills Pavilion, or the dog park located on the Premises, as shown on the attached Exhibit A-2, be closed to the public for more than eleven (11) days (including event days). Any use of the word "day" or "days" throughout this Agreement shall mean calendar days, unless specifically stated otherwise. Notwithstanding the foregoing, the Use Period shall not constitute a violation of Section 38-113 of the City of Miami Code of Ordinances. The City hereby waives any application of any limitations to the contrary as set forth in Section 38-113.

3.3 Term:

There is no stated or expressed term for this Agreement. As a revocable license, it may be terminated or revoked for convenience at the will of the City Manager and as otherwise provided in this Agreement. The Effective Date of this Agreement is the execution date of the Agreement by the last of the Parties and shall continue until terminated by any means available in this Agreement. Licensee acknowledges that this is a revocable license agreement authorizing a specific use for a limited time per year, subject to various other limitations specified herein; and that it does not convey, pledge, hypothecate, or confer any right, title or interest in any City-owned real property.

3.4 Termination

3.4.1 With Cause: Each party agrees to abide by every term and condition of this Agreement.

If either party materially breaches the terms, restrictions or conditions of this Agreement, then the nonbreaching party shall give the breaching party twenty (20) days written notice within which to cease such violation or correct such deficiencies. Upon the breaching party's failure to do so, the nonbreaching party may cancel this Agreement upon giving ten (10) days written notice to the breaching party and thereafter the Agreement shall be automatically canceled without the necessity for further action by the nonbreaching party. Termination for cause shall include, without limitation, any one of the following acts or omissions: (a) Failure to pay any payment or any portion thereof within ten (10) days of due date; (b) Failure to carry insurance as required in this Agreement; or (c) Failure to comply with any material terms or conditions of this Agreement, including, but not limited to, conditions expressly set forth in Sections 5, 6, and 13.

3.4.2 **Without Cause:** Licensee or City may, at their respective option and without the other party's consent, terminate this Agreement upon at least three hundred and five (305) days' notice prior to the next subsequent Event.

3.5 **Reasonable Efforts:**

For purposes of this Agreement, the Parties shall use commercially reasonable efforts to assist and facilitate future productions of the Event to take place on the Property.

4. **PREMISES:**

4.1 **Amphitheater:**

Licensee shall not be required to pay any additional amount to the City for the use of the Amphitheater. The City shall cause the Amphitheater to be available to Licensee during the Use Period not to exceed fifteen (15) days as described below, at no additional cost to Licensee beyond the Use Fee described in Section 7.1. The Use Period for the Amphitheater for each calendar year shall be determined by Licensee giving the City written notice by July 1 of each calendar year during the term, of the fifteen (15) consecutive days during the following March during which Licensee will utilize as its Use Period for the Amphitheater for the following calendar year. The election of the dates for the Use Period for the Amphitheater shall be made at the same time Licensee notifies the City of Licensee's intention to use the Property in the following year. If Licensee requests such dates after July 1, the City shall confirm or deny such desired dates, at its sole discretion, within ten (10) days of the City's receipt of Licensee's notice.

4.2 **Restroom Facilities:**

Licensee hereby agrees to provide adequate portable restroom facilities, which shall be open and operational during the Use Period.

4.3 **Control of Access:**

Licensee hereby agrees that the staff and management of the City, in consultation with the Miami Police Department and Licensee, have complete control as to when gates to Events are opened. Licensee hereby agrees to respond to any reasonable City request during the Use Period of the Event.

4.4 **Sound Checks:**

Licensee hereby agrees that there will be no sound checks before the Tuesday of the Event week. Sound checks may occur only on the following dates and times: (1) Tuesday of the Event week between the hours of 5:00 p.m. and 9:00 p.m.; (2) Wednesday of the Event week between the hours of 5:00 p.m. and 9:00 p.m.; (3) Thursday of the Event week between the hours of 5:00 p.m. and 9:00 p.m.; and (4) Friday being the first event day from 3:00 to 4:00 p.m. Soundchecks will be

conducted not to exceed a maximum level of one hundred two (102) decibels measured sixty (60) feet away from each stage.

4.5 Light Checks:

Licensee hereby agrees that there will be no light checks before the Tuesday of the Event week. Light checks may occur only on the following dates and times: (1) Tuesday of the Event week between the hours of 5:00 p.m. and 11:00 p.m.; (2) Wednesday of the Event week between the hours of 5:00 p.m. and 11:00 p.m.; (3) Thursday of the Event week between the hours of 5:00 p.m. and 2:00 a.m. Friday; (4) Saturday and Sunday of the Event week between 12:00 a.m. and 2:00 a.m.

4.6 Sound Level:

Licensee's Event may not exceed a maximum level of one hundred two (102) decibels measured sixty (60) feet away from each stage. Failure to cure each incident of sound level non-compliance within five (5) minutes of notification by a City designee will result in a fee of \$1,000.00 per each incident. Each incident shall constitute a separate event of non-compliance. Licensee shall tune each stage at the Event to reduce the signature of low and very low frequency bass. Further, with respect to that certain stage that was historically located on the south end of Biscayne Boulevard facing due West towards 50 Biscayne Boulevard, Licensee shall remove such stage.

4.7 Time of Event:

Licensee hereby agrees the Event must end by 12:00 a.m. on Friday and Saturday of the Event, and 10:00 p.m. on the Sunday of the Event. Licensee shall pay a time overage fee of \$1,000.00 for every single minute, or a fraction thereof, if the Event continues beyond the time designated each Event day. This overage fee is in addition to all other fees and costs for which Licensee is responsible under this Agreement. Each minute shall constitute a separate event of non-compliance

4.8 Alcohol Wrist Band Policy:

Licensee hereby agrees that if alcoholic beverages are vended at the Event, Licensee will use alcohol wrist-banding staff to ensure consumers of alcohol are of the appropriate legal drinking age. Licensee or Licensee's concessionaire shall obtain all required permits required by law. Failure to comply with this rule, whether by the concessionaire or their representative, may result in the immediate cancellation of alcohol sales and breach of this Agreement, as determined by the City Manager or City Manager's designee.

4.9 Dispensing of Alcoholic and Non-alcoholic Beverages:

4.9.1 Licensee shall not sell beverages, alcoholic or non-alcoholic, in glass or polystyrene foam containers of any size.

4.9.2 Licensee hereby agrees to dispense a maximum of two (2) alcoholic beverages per person at time of purchase.

4.9.3 Licensee hereby agrees that sales of alcoholic beverages will stop sixty (60) minutes prior to the end of the Event, on each Event day. Sales of non-alcoholic beverages shall not be subject to this restriction.

4.9.4 Licensee is responsible to secure all governmental permits and approvals required by applicable laws and regulations for the sale and dispensation of alcoholic beverages. All required liquor permits shall be filed with the City Manager at least ten (10) days before the commencement of the Event.

4.10 Sponsor's Signage and Banner Placement:

City hereby agrees that Licensee may place signage and banners in the Property during the Use Period subject to the approval of the Executive Director of the Bayfront Park Management Trust, and such approval may not be unreasonably withheld, delayed or conditioned. Licensee shall ensure that all signage and banners are permitted and comply with City and County Sign and Zoning Regulations. Licensee shall secure all required permits and approvals for such signage and banners and shall remove all signage and banners prior to the end of the Use Period.

4.11 Non-Exclusivity:

This Agreement confers no exclusive possession of the Property, provided however, the City agrees not to enter into another License or Use Agreement on this Property that would interfere with Licensee's ability to operate for the Permitted Uses on the Property according to the terms of this Agreement. The City agrees not to use or permit others to use the Property under the control of the City during the Use Period except as mutually agreed by the City and Licensee. Licensee recognizes and agrees that the Property is a public site and during the entirety of the Use Period, the Licensee will cooperate with the City to maximize public access to the Property. This will not be construed to prevent the Licensee from restricting access to the Event.

4.12 Improvements:

Licensee shall not make any permanent improvements or erect any permanent structures whatsoever to or on the Property without the prior written approval of the City, which may be refused or conditioned in the City's sole discretion. As of the Effective Date and throughout the Use Period, all buildings and permanent improvements thereon are vested in the City. Furthermore, title to permanent improvements and all alterations made in or to the Property, whether or not by or at the expense of Licensee, shall, unless otherwise provided by written agreement, immediately upon their completion, become the property of the City and shall remain with the Property. Licensee shall leave the Premises in a condition equal to or better than provided prior to each Event, as further detailed in Section 5 below.

4.13 Traffic Management Plan:

Within twenty (20) business days of the Effective Date for the 2020 Event, and thereafter one Hundred and Twenty (120) days prior to each Event, Licensee shall prepare and submit to the City Manager for City's review, consideration and preliminary approval, a preliminary or proposed maintenance of traffic plan setting forth the proposed operational strategies for managing Event-generated and background traffic on the day(s) of the Event within the Property and general region to ensure safe means of access to the applicable Premises and/or Property and to minimize traffic disruptions on Biscayne Boulevard ("Maintenance of Traffic Plan"). Licensee shall prepare and submit to the City Manager for City's review, consideration and final approval a final Maintenance of Traffic Plan the later of (i) Licensee's receipt of any and all final third-party approvals required for each scheduled Event or (ii) thirty (30) days prior to each scheduled Event, setting forth the operational strategies for managing Event-generated and background traffic on the day(s) of the Event within the Property and general region to ensure safe means of access to the applicable Premises and/or Property and to minimize traffic disruptions on Biscayne Boulevard. The City shall not unreasonably delay, condition and/or deny such approval. The Licensee shall work with the City in good faith to ensure that the Maintenance of Traffic Plan meets the City's needs and shall provide the latest draft of the Maintenance of Traffic Plan to the City within twenty-four (24) hours of the City's request, with such plan subject to any remaining third party regulatory approvals; Licensee shall pursue such regulatory approvals diligently and in good faith.

4.14 Safety and Security Plan:

Within twenty (20) business days of the Effective Date for the 2020 Event, and thereafter one Hundred and Twenty (120) days prior to each Event, Licensee shall prepare and make available to the City Manager for City's review and written approval, a preliminary or proposed safety and security plan setting forth the various efforts to be undertaken by Licensee to ensure the safety and security of the patrons of the Event ("Safety and Security Plan"). A final Safety and Security Plan shall be submitted to the City the later of (i) Licensee's receipt of any and all final third-party approvals required for each scheduled Event or (ii) thirty (30) days prior to each scheduled Event. The City shall not unreasonably delay, condition and/or deny such approval. The Licensee shall work with the City in good faith to ensure that the Safety and Security Plan meets the City's needs and shall provide the latest draft of the Safety and Security Plan to the City within twenty-four (24) hours of the City's request, with such plan subject to any remaining third party regulatory approvals; Licensee shall pursue such regulatory approvals diligently and in good faith. The Safety and Security Plan shall include, without limitation: (1) a mass evacuation plan, (2) stage locations, (3) fencing locations, (4) security and emergency operations personnel requirements, (5) emergency vehicle access routes, (6) communications plan, and (7) any other necessary safety and security components required by the City's Police and Fire departments. Licensee shall also engage a nationally recognized security consultant, of Licensee's choosing, for each Event and such consultant shall be engaged for no more than twenty-five thousand dollars (\$25,000.00) for each Event.

4.15 Local Businesses

Licensee shall use reasonable good faith efforts to use vendors that are local to the City of Miami.

5. CONDITION OF PREMISES AND REQUIRED RENOVATIONS:

- 5.1 Licensee has inspected, or has been given the opportunity to inspect, the Premises, prior to execution of this Agreement, and accepts it in its present condition and agrees to restore and return the same in the pre-load-in condition. The City shall maintain the Property on a year-round basis and shall be responsible for replacing and restoring elements on the Property which are damaged (unrelated to Licensee's use). Specifically, Licensee agrees that it shall replace or restore to their original condition, any and all components of the Property, including but not limited to infrastructure, electrical or fiber-optic cables/lines, grass or trees, including necessary irrigation, if any, and decorative and play structures, which are damaged due to the Event or Licensee's actions during the Use Period. All replacement or restoration shall be in a manner satisfactory to the City, in the City's sole discretion.
- 5.2 Licensee shall make the Property available for public use immediately after the Use Period and shall complete all repairs (including, but not limited to, installation of sod and other physical repairs to the Property) no later than thirty-eight (38) days following the conclusion of each Event, annually. For the purpose of computing the aforementioned days, the amount of time required to complete restoration shall not include days or periods in which Licensee is unable to perform such obligations due to: (1) Force Majeure; (2) inclement weather, or the conditions resulting therefrom, that would reasonably prevent a third party vendor from installation of sod or other landscaping repairs; or (3) the production of other events on the Property outside of Licensee's control to the extent that such events prevent Licensee from continuing and/or finalizing such restoration work. Licensee understands that if the Property is not cleared of any and all production equipment, including electronics, supplies, and personal property by the expiration of the Use Period following notification to Licensee and, unless it has made other written arrangements with the City Manager or designee, a \$10,000.00 per day fee may be imposed until the Premises has been cleared

- 5.3 Licensee shall have the option to either elect to (i) pay the cost of re-installing damaged sod based on the square footage of sod requiring replacement or (ii) undertake to re-install the damaged sod. Licensee shall also have the option to either elect to (i) pay the costs and expenses of mulch removal based on the square footage of mulch required or (ii) undertake to directly remove mulch.
- 5.4 The Parties acknowledge that Licensee upon occasion shall have the right, but not the obligation, to make certain temporary renovations to the Property in order to produce the Event, with such temporary renovations occurring at Licensee's sole cost and expense. The City shall not have any obligation to Licensee, financial, contractual or otherwise, arising out of temporary renovations. Any temporary renovations shall be performed in a manner acceptable to the City and shall minimize impacts to visitors of the Property.
- 5.5 Licensee will use reasonable efforts to maintain the Property and surrounding areas clean from any waste during the Use Period.

6. **COMPLIANCE WITH PERMITS AND LAWS:**

- 6.1 Licensee represents and warrants that during the term of this Agreement, in connection with the Event, it will obtain and maintain all required permits and approvals. The City will assist Licensee in obtaining permit(s) from governmental agencies including the Police and Fire Departments of the City of Miami. Police Department and Fire Department manpower requirements shall be determined by the respective Department and presented to Licensee at least ten (10) business days prior to the Event.
- 6.2 Licensee represents and warrants that during the term of this Agreement, it will not use or employ the Premises, or any other City owned property, to handle, transport, store or dispose of any hazardous materials and that it will not conduct any activity on the Premises or other City-owned property in violation of any applicable environmental laws.
- 6.3 Licensee represents and covenants that it will comply, and require its concessionaires to comply, with all applicable laws, codes and ordinances, including, but not limited to, the Americans with Disabilities Act ("ADA"), the Florida Building Code, all laws prohibiting discrimination, planning, zoning, traffic, environmental laws, and regulations.
- 6.4 Licensee represents and warrants that it is aware of the restrictions contained in Sections 22-180 through 22-185 of the Code of the City of Miami entitled "Handbills" and that it will comply with all of the requirements therein with respect to the distribution of commercial handbills. Should Licensee fail to comply, it shall be responsible for the payment of any fine the City may impose upon the City. Payment for fines imposed must be made within ten (10) days of receipt thereof.
- 6.5 Licensee accepts this Agreement and hereby acknowledges that Licensee's strict compliance with all applicable federal, state and local laws, permits, approvals, ordinances, rules, and regulations (collectively sometimes referred to as "law" or "laws") is a condition of this Agreement, and Licensee, and any of its employees, agents or performers, shall comply therewith as the same presently exist and as they may be amended hereafter. This Agreement shall be construed and enforced according to the laws of the State of Florida.

7. **USE FEE:**

- 7.1 The Use Fee that is hereby agreed to by Licensee, to be paid by Licensee to the City is Two Million

Dollars (\$2,000,000.00) for each Event that occurs on the Property under the terms of this Agreement, subject to an increase of three percent (3%) annually commencing upon the production of the third (3rd) Event, such increase applying yearly to each Event thereafter through the termination of this Agreement.

- 7.2 The Use Fee includes the Ticket Surcharge as defined in Section 2 of this Agreement. The Use Fee is an unconditional and absolute payment due the City regardless of any ticket shortfalls, reductions in ticket sales, ticket price or sale fluctuations, or the number of tickets sold by the Licensee for the Event. The Use Fee is due as a net payment to the City without any deductions made for service charges, utilities, taxes, allowable offsets, Additional Charges as described herein, and any similar credits. The Ticket Surcharge as described herein and outlined in Section 53-1 of the Code of the City of Miami, as amended, shall be applicable to all Event tickets sold. In the event the Ticket Surcharge due to the City in accordance with Code Section 53-1 exceeds the Use Fee, the City shall be entitled to the greater of the Ticket Surcharge or the Use Fee. Notwithstanding any language to the contrary, under no circumstances will the City ever receive less than the Use Fee. For example, if the Ticket Surcharge in effect at any time would result in Ticket Surcharge collections of \$2,700,000 for an Event, and the Use Fee payable to the City under Section 7.1 for that Event is \$2,000,000, then Licensee would pay the City \$2,700,000 in full satisfaction of Licensee's obligations under both Sections 7.1 and 10.1.
- 7.3 In consideration of the use of the Property, Licensee shall be responsible for all costs and expenditures associated with the production of the Event, and Licensee shall compensate the City by payment of the Use Fee as defined in this Agreement. The Use Fee shall include fees for use of the Premises on load-in and load-out days and Event Days, the Ticket Surcharge and fees for use of the Property.
- 7.4 The Use Fee shall cover all fees associated with the use of the Property by Licensee. The Use Fee is for the temporary use of the Property, as specified in this Agreement, and does not include any services provided by the City, and specifically excludes Additional Charges, Atypical Expenses, or Extraordinary Expenses, as defined herein. The estimated cost of any Additional Charges shall be determined by the City based upon service levels provided in connection with the prior productions of the Ultra Music Festival at Bayfront Park, and reasonably agreed upon in good faith by Licensee following the presentation of a written estimate and appropriate supporting documentation by the City to the Licensee respecting the applicable Additional Charges. Any and all costs and expenses that are unusual and/or non-customary (when taking into account the costs and expenses paid by Licensee in connection with the prior productions of the Ultra Music Festival at Bayfront Park) including, but not limited to: (i) unusual or atypical equipment purchases and/or rentals; (ii) unusual or atypical police services; (iii) unusual or atypical fire-rescue services; and (iv) unusual or atypical solid waste services, (the "Atypical Expenses") shall only be due and payable to the extent reasonably required and/or caused by Ultra. Ultra shall further be responsible for all reasonable costs incurred in extraordinary circumstances whereby the life safety/security of any individual or multiple individuals are involved (the "Extraordinary Expenses"). For the avoidance of doubt, any unusual or atypical costs incurred by the City for capital equipment purchases or costs, labor costs, orientation costs and/or training costs (each as compared to the service and equipment levels provided in connection with the prior productions of the Ultra Music Festival at Bayfront Park) shall require reasonable pre-approval in writing by Licensee, unless, as provided above, such augmented service or equipment levels are reasonably required due to an unanticipated life safety/security event. To the extent that any capital equipment is purchased by the City in order to provide services to the Event, then Licensee shall only be obligated to pay the City the pro rata portion of such capital expense (calculated based on the portion of the useful life of such capital equipment that the City is reasonably likely to use during events sponsored by the

Licensee). Any charges related to Atypical Expenses or Extraordinary Expenses shall be finalized and reasonably agreed-upon in good faith by the Parties and paid by Licensee in the manner contemplated by Section 8.2 below.

7.5 Under no circumstances will the City be liable for any costs or expenses incurred by Licensee under this Agreement or as a result of its operations or related activities beyond those that are expressly and specifically set forth in this Agreement. Licensee shall be responsible for all costs involved in the production of the Event, including without limitation: all BMI and ASCAP copyright and license fees, any intellectual property fees, all staffing and all charges for police, fire rescue, inspectors, building and/or assembly permits, security, insurance, all utilities, supplies, equipment rental, ticket surcharge, all applicable taxes, including State of Florida Sales and Use Tax, any other governmental levies and impositions imposed by law, and other services. Licensee may engage any vendor(s) it elects to contract with, and Licensee is not required to use City-approved vendors, except as otherwise specifically provided by law or in this Agreement. The immediately preceding sentence does not apply to service furnished by City employees.

7.6 The City reserves the right to interrupt, curtail, or suspend the provision of any utility service, including but not limited to, heating, ventilating and air conditioning systems and equipment serving the Property, to which Licensee may be entitled hereunder, when necessary by reason of accident or emergency, or for repairs, alterations or improvements in the judgment of the City Manager desirable or necessary to be made or due to difficulty in obtaining supplies or labor, or for any other cause beyond the reasonable control of the City. The work of such repairs, alterations or improvements shall be prosecuted with reasonable diligence, and to the extent that substantial repairs, alterations, improvements and/or construction is contemplated or scheduled to occur during the Use Period, Licensee shall be promptly notified by the City of such scheduled repairs, alterations, improvements and/or construction. The City shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Licensee or for any limitation of supply resulting from governmental orders or directives. Licensee shall not claim any damages by reason of the City's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Agreement or any of Licensee's obligations hereunder be affected or reduced thereby.

8. TERMS OF PAYMENT:

8.1 Licensee shall submit to the City, by wire transfer, cashier's check, or money order, and in any event no later than 5:00 p.m., two (2) days prior to the commencement of the Use Period, fifty percent (50%) of the Use Fee as well as any estimated Additional Charges, and Licensee shall have fully and timely replenished the Damage & Security Deposit. Licensee shall submit to the City, by wire transfer, cashier's check, or money order, and in any event no later than 5:00 p.m., two (2) days prior to the commencement of the Event, the remaining fifty percent (50%) of the Use Fee.

8.2 All amounts due to the City in excess of the Use Fee or in excess of the estimated Additional Charges, including all pass-through costs, shall be remitted to the City the later of (i) thirty (30) days following the conclusion of the Event or (ii) ten (10) days after Licensee's receipt of such invoice(s).

8.3 If any installment of the Use Fee or any other undisputed sum due from Licensee shall not be received by the City on the date such undisputed sum is due, Licensee shall pay to the City an interest rate equal to five percent (5%) per annum of such overdue amount. If the undisputed sum due is not received by the City within fifteen (15) days after the date on which such undisputed sum is due, the Five percent (5%) interest rate will be replaced with an interest rate equal to Eleven

and One Half (11.5%) per annum of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the City will incur by reason of late payment by Licensee. Acceptance of such late charge by the City shall not constitute a waiver of the Licensee's default with respect to such overdue amount, nor prevent the City from exercising any of its other rights and remedies granted hereunder or at law or in equity. The terms of this Section shall not apply to any charges which are the subject of a good faith dispute which are controverted in writing, setting forth with reasonable specificity all pertinent details by the party seeking to avoid payment, within ten (10) days of the due date.

9. DAMAGE & SECURITY DEPOSIT; DATE DESIGNATIONS:

- 9.1 The Damage & Security Deposit shall be in the amount of Two Hundred and Fifty Thousand dollars (\$250,000.00) payable to the Bayfront Management Park Trust, and shall be subject to the applicable terms of this Agreement. The Damage & Security Deposit is intended to secure performance of all of Licensee's obligations hereunder, including but not limited to the repair and restoration of the Property after the Event. In addition, the Damage & Security Deposit is intended to secure Licensee's request for future dates through the end of the term of this Agreement. The Damage & Security Deposit shall be due immediately prior to the Use Period in the manner specified by Section 8.1 above.
- 9.2 A joint inspection of the Premises by the parties will be made within Two (2) business days after the completion of each Event and/or upon the expiration of the Use Period, wherein the short-term and long-term repairs to the Property will be identified. The Damage & Security Deposit will be held by the City until such time as all the repairs are completed or it is depleted by Licensee's failure to complete the restoration within the allotted time. The Damage & Security Deposit shall also be applied toward payment of any fees, liens, costs or other assessments against the Property or the City for activities and operations of Licensee directly resulting from or related to the Event. In the event the amount necessary to repair the damages or satisfy Licensee's obligations hereunder exceeds the Damage & Security Deposit, then Licensee agrees to pay the balance to the City within Ten (10) business days of the City's written request.
- 9.3 Nothing in this Agreement shall be construed as constituting the consent or request of the City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials, for any specific work on the Property nor as giving the Licensee the right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any liens against the City's interest in the Property. If any liens shall at any time be filed against the Property, the Licensee shall initiate steps to cause it to be discharged of record within thirty (30) days after the date that it has notice of its filing. Licensee's failure to comply with this Section shall be a material breach of this Agreement by Licensee for cause.
- 9.4 Licensee further agrees to inform the City by July 1 of every subsequent Event year, of the requested dates on which the Event shall be scheduled, or otherwise shall inform the City of its intentions not to produce the Event during the Use Period for the subsequent dates for the immediately following year. If Licensee does not affirm its intention of not holding the Event, the Damage & Security Deposit will be held to secure performance of all Licensee's obligations. Licensee's failure to inform the City of Licensee's intention to not hold the Event by the above-stated deadlines, shall be deemed an affirmation by Licensee of its intention to continue to use the Property so long as the License is in effect. Cancellation of the Event after Licensee's affirmation to the City of its intention to use the Property shall result in forfeiture of the Damage & Security Deposit.

- 9.5 Similarly, in the event the Damage & Security Deposit falls below \$250,000.00 after Licensee completes all necessary repairs to the Property, Licensee shall timely and fully replenish up to the full amount of \$250,000.00 in the manner set forth in Section 8.1 above.
- 9.6 If Licensee fails to remove any personal property, equipment and fixtures from the Property within Twenty-Four (24) days following the close of the Use Period and notification by the City to Licensee and following Licensee's failure to remove such personal property, equipment and fixtures from the Property, then said property shall be deemed abandoned and thereupon shall become the sole personal property of the City. The City, at its sole discretion and without liability shall remove the same and Licensee shall reimburse the City for all costs associated with such removal and disposal within Ten (10) business days following such removal. Licensee will be liable for any costs, including removal and/or storage, incurred by the City for Licensee's failure to timely remove personal property, equipment and fixtures from the Property.
- 9.7 Licensee shall not be entitled to receive any interest on the Damage & Security Deposit. As this Agreement is a license, the Parties stipulate that Chapter 83, Florida Statutes, does not apply to the Damage & Security Deposit, and this is not a lease agreement.

10. **TICKETS:**

10.1 **Ticket Surcharge:**

For purposes of this Agreement, the City acknowledges and agrees that all applicable ticket surcharges as stated in Section 53-1, of the Code of the City of Miami, as may be amended, that are due to the City are inclusive in the Use Fee, unless the total Ticket Surcharge due to the City under such Code Section 53-1 exceeds the Use Fee. Licensee shall pay to City all Ticket Surcharge fees to the extent that they exceed the Use Fee, as provided in Sections 7.1 and 7.2 herein. Licensee agrees to pay all applicable taxes, merchant, and service charges related to tickets.

10.2 **Complimentary Tickets:**

Subject to those terms set forth in Section 7, Licensee shall have the right to distribute complimentary tickets per each Event day for promotional use without payment of a ticket surcharge.

10.3 **Ticket Policy:**

10.3.1 Licensee agrees that all ticketed events in the Property, including the Event will be audited by the City Manager's designee relating to tickets sold by Licensee. There will be no exceptions.

10.3.2 Licensee agrees to submit a valid ticket manifest prior to the opening of the gates. There will be no exceptions. The City Manager's designee will report compliance or lack of compliance to the City prior to the gates being opened on the day of the Event.

10.3.3 Failure to provide a valid ticket manifest may result in a non-compliance fee as outlined below. Fees shall be assessed as follows: 1,000 to 9,999 tickets - \$1,000.00 non-compliance fee; 10,000 to 19,999 tickets - \$2,000.00 non-compliance fee; and 20,000 + tickets - \$3,000.00 non-compliance fee

10.4 **Ticket Scanning:**

In the event that Licensee employs a ticket scanning method (including barcode, RFID and other

scanning technologies), City ticket scanning personnel will not tear tickets in half and a drop count will not be used. Additionally, Licensee shall provide sufficient back-up scanners in the event of any scanner malfunction. In the event of a complete scanner failure, the City may use alternative methods to maintain accurate counts of patrons attending the Event. Licensee will provide the City with a laptop loaded with a ticketing program that will track the scanned tickets making it possible to know how many patrons are in the facility at any time. In the event that the show's tickets are sold out, the City and Licensee agree that ticket counting staff will not be required.

10.5 Capacity:

The current capacity for the Event is 55,000 persons. Licensee shall have the right to increase the capacity for the Event subject to the City's reasonable discretion. The City agrees to use its best efforts to cooperate with Licensee in the event that Licensee elects to increase the number of tickets that may be issued for, and the total attendance at, the Event.

11. ADVERTISING:

All advertising for Event must state (i) Miami, FL; Bayfront Park; (ii) Bayfront Park, 301 Biscayne Boulevard, Miami, FL 33132, or some other derivative specifically acknowledging the City of Miami and Bayfront Park. Licensee shall not permit any signs or advertising matter to be placed upon the exterior of the Property without having first obtained the written approval of the City Manager or their designee, which approval may not be unreasonably withheld, delayed or conditioned. Licensee shall, at its sole cost and expense, install, provide, maintain such sign, decoration, advertising matter or other things as may be permitted hereunder in good condition and repair at all times. Licensee must further obtain approval from all governmental authorities having jurisdiction and must comply with all applicable requirements set forth in the Sign Regulations in the City of Miami Code and Zoning Ordinance and the Miami-Dade County Sign Code, as applicable. Upon the end of each Use Period, Licensee shall, at its sole cost and expense, remove any sign, decoration, advertising matter or other item permitted hereunder from the Property. Licensee hereby understands and agrees that the City may, at its sole discretion, erect or place upon the Property an appropriate sign indicating City's having entered into this Agreement.

12. FOOD & ARTS & MERCHANDISE LOCATIONS:

Not later than sixty (60) days prior to the Use Period, the Licensee shall make available to the City, for the City Manager's approval, which approval shall not be unreasonably withheld, delayed or conditioned, a preliminary site plan setting forth the location of Licensee's installations and equipment on the Property, including, without restriction, the location of the Licensee's tents, ticket box office, concession and food stands, and vans. Final Site Plan shall be due to the City not later than thirty (30) days prior to the Use Period. The City Manager, or his designee, shall approve or disapprove, which disapproval shall state the reasons within five (5) business days after its receipt. The City and the City's Fire Department reserve the right to remove or revise the location of booths for the Event to the extent necessary for public health, safety and security during the Event.

13. SECURITY:

Licensee shall provide, at Licensee's cost, all necessary perimeter/t-shirt event security and police officers to be determined by the City of Miami Police Department and the City, including, but not limited to, an on-site special response team on site throughout the duration of the Event. In addition, the City may require extra fencing or security if it deems it necessary. The Licensee shall maintain access for City of Miami emergency vehicles on the Property at all times.

14. INSURANCE:

Licensee shall obtain and maintain in force for the Use Period, insurance policies and coverages, as may be reasonably amended from time to time by the City's Director of Risk Management or designee using commercially reasonable standards, and as set forth on Exhibits B-1 and B-2 (B-1 is for the Licensee; B-2 is for the caterer), which is attached hereto and made a part of this Agreement. The City and the Bayfront Park Management Trust shall be named "Additional Insured" on all policies. Any questions regarding insurance should be directed to the City. Licensee shall furnish all required insurance certificates no later than ten (10) days prior to the commencement of the Use Period.

15. INDEMNIFICATION:

Licensee agrees to indemnify, defend (at its own cost and expense), covenant not to sue, and hold harmless the City, their respective officers, officials, employees, personnel, volunteers, agents, assigns, representatives, and successors, and the Bayfront Park Management Trust, their respective officers, officials, employees, personnel, volunteers, agents, assigns, representatives, and successors and the U.S. Army Corps of Engineers (hereinafter collectively referred to as the "Indemnitees") from and against all claims, actions, or liabilities to the extent arising out of, resulting from, or in connection with (i) the Event (including claims, actions, or liabilities of any nature from any third parties, including but not limited to claims, actions, or liabilities relating to the usage, permit, or contractual rights to any or all of the Premises for other events or special events taking place on the Property, Premises, or/on/in/at the Amphitheater, and while Licensee controverts any Liability with respect to such matters it will indemnify, defend, and hold harmless the Indemnitees pursuant to this Section 16), and for the use of the Premises and/or performance of any renovation to the Premises from any third party, (ii) nuisance claims or liabilities or charter violations or any other claim, action, or liability of any nature asserted by the Downtown Neighbors Alliance and Case No. 2020-000905-CA-01, but excluding any claims or actions relating to and/or arising from the City's failure to comply with public records requests made pursuant to Chapter 119, Fla. Stat. (and while Licensee controverts any Liability with respect to such matters it will indemnify, defend, and hold harmless the Indemnitees pursuant to this Section 16), (iii) the performance or non-performance of this Agreement, whether it is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them (except for the intentional, criminal or wrongful acts, or gross negligence or willful misconduct committed by such Indemnitees), (iv) the use of any products sold, advertised, provided, or otherwise distributed by Licensee to users, invitees, guests, employees, agents, the general public, or any other individual or (v) the failure of Licensee to comply with any of the provisions contained herein, or to conform to statutes, ordinances, or other rules, conditions of approval, permits or regulations or requirements of any governmental authority, local, federal or state, in connection with the performance of this Agreement, including, without limitation all actions and omissions by the Licensee taken as a result of or in connection with this Agreement, or (vi) any reasonable and customary fees that may be charged by Live Nation, or any current operator of the Amphitheater, for use of the Amphitheater in order to permit the City to perform its obligations under this Agreement. This Indemnification shall cover liabilities in tort, liabilities in contract, liabilities alleging statutory or regulatory violations including, but not limited to claims resulting from noise, light, nuisance, traffic, and/or liabilities derived from any other actions or omissions alleged to impact the quiet enjoyment of residents, tenants, or commercial entities in the surrounding neighborhoods, or otherwise who reside within one (1) mile of the Property. Licensee expressly agrees that this indemnification shall include all employees/personnel of the City, on and off-duty police officers, fire, and other emergency/medical service employees/personnel rendering services or support in connection with the Event. In addition, Licensee expressly agrees to indemnify, covenant not to sue, and hold harmless the Indemnitees, or any of them, from and against all Liabilities which may be asserted by an employee or former employee of Licensee, or any of its contractors, subcontractors, agents, representatives, concessionaires, vendors, invitees, guests, or

consultants as provided above, for which Licensee's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. This Indemnification provision shall survive the expiration, termination, or cancellation of this Agreement and shall continue in effect until the expiration of the corresponding statute of limitations or the tolling thereof. The word ~~Liabilities used in this Section includes claims and actions relative to the Liabilities.~~ Granting of this Agreement is freely acknowledged by the Licensee as good and sufficient independent consideration for this Indemnification. To the extent that Licensee undertakes any indemnification obligations under this Section 16, and notwithstanding any provision herein to the contrary, Licensee shall have its choice of counsel for a defense and control resolution of the claim(s) provided the Indemnitees are not required to admit any liability or to make any payments. The City hereby consents to the common representation of the Indemnitees and Licensee by any competent and adequate legal counsel reasonably selected by Licensee in defense of the indemnified claims and agree to sign any other written consent reasonably required by legal counsel in accordance with the rules of professional conduct or any other rules of ethics governing common representation by legal counsel. If, however, the interest of the respective parties diverges such that the parties may not be represented by one counsel, then Licensee shall retain separate counsel on behalf of the Indemnitees. The City and Licensee hereby waive any claim of conflict of interest (and shall confirm such waiver to the law firms selected by Licensee to undertake their common defense) arising from the defense of the indemnified claim in the manner set forth above.

16. **RISK OF LOSS:**

Except as set forth in the following sentence, the Indemnitees as described above, assume no responsibility whatsoever for any person or property that enters the Premises as a result of, or in connection with, the Event. In consideration of the execution of this Agreement by the City, Licensee releases the Indemnitees from any and all liability for any loss, injury, death, theft, damage or destruction to any persons or property to include, without limitation, those described above in Section 15 Indemnification, which may occur in or about the Premises and which loss, injury, theft, damage or destruction to any persons or property arises from Licensee's negligent acts or omissions. To the extent allowed by Florida Statute 768.28, Licensee does not release the City for any and all liability to the extent such liability is determined to be due to the intentional or willful misconduct or gross negligence of the City.

17. **DEFAULT PROVISION:**

In the event Licensee shall fail to comply with any material term and condition of this Agreement or shall fail to perform any of the material terms and conditions contained herein, then the City, at its sole option and in addition to all other rights and legal remedies available to it by law, upon written notice to Licensee, may cancel and terminate this Agreement [after providing Licensee with written notice of any material breach by Licensee and after allowing Licensee an opportunity of Twenty (20) days to cure such material breach or default] and all payments made by Licensee pursuant to this Agreement, shall be retained by the City. Licensee shall have no recourse against the City or Bayfront Park Management Trust from the provisions of this Section.

18. **AWARD OF AGREEMENT:**

Licensee represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon the award of this Agreement.

19. **PUBLIC RECORDS:**

Licensee understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable laws. Licensee's failure or refusal to comply with the provisions of this section shall result in the City's immediate cancellation of this Agreement. Licensee acknowledges that this termination is not subject to cure provisions contained elsewhere in this Agreement.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY PHONE AT 305-416-1883; BY EMAIL AT PUBLICRECORDS@MIAMIGOV.COM; OR IN PERSON AT 444 SW 2ND AVENUE, 9TH FLOOR, MIAMI, FLORIDA 33130.

20. **NON-DISCRIMINATION:**

Licensee shall not discriminate against any persons on account of race, color, sex, sexual orientation, gender, religion, creed, ancestry, national origin, age, disability, or marital status in the use of the Premises.

21. **AUTHORIZED PERSONNEL:**

The City shall have authorized representatives with decision making authority, reasonably available at all reasonable times throughout the Use Period for consultation with Licensee, as requested.

22. **AUTHORITY TO EXECUTE AGREEMENT:**

Each party represents to the other that it has the power to enter into this Agreement and that the consent of no other person or entity is required in connection therewith, except as otherwise provided, and this Agreement constitutes a valid and binding obligation of each party in accordance with the terms hereof. This Agreement is subject to the separate review and approval of the Miami City Commission as an express condition precedent to its validity.

23. **RELATIONSHIP OF PARTIES:**

This Agreement shall not be deemed or construed to create any landlord tenant relationship, leasehold estate, rights of exclusive occupancy and possession of the Property and Premises during the Use Period, or agency relationship, partnership, or joint venture between the City and Licensee. The City is not a guarantor of any debt, default or miscarriage of the Licensee.

The City enters into this Agreement with Licensee to provide Licensee with a limited use of the Property for the Event, and does so in a proprietary sense as landowner, not in its regulatory capacity. Any approvals herein shall not be considered approvals or waivers of any applicable laws, or otherwise relieve Licensee of any obligation it may have at law to submit applications with any department of the City or any other governmental authority having jurisdiction.

24. **NOTICES:**

Notices required under this Agreement shall be deemed to be given when hand-delivered (with receipt therefore) or mailed by registered or certified mail, postage prepaid, return receipt requested.

AS TO LICENSEE:
General Counsel

AS TO THE CITY:
City Manager

Event Entertainment Group, Inc.
201 S. Biscayne Blvd., #800
Miami, Florida 33131

City of Miami
3500 Pan American Drive
Miami, Florida 33133

WITH A COPY TO:
City Attorney
City of Miami
444 SW 2nd Avenue, Suite 945
Miami, Florida 33130

WITH A COPY TO:
Director of Real Estate & Asset Management
City of Miami
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130

25. GOVERNING LAW/VENUE; ATTORNEYS FEES:

This Agreement shall be construed according to the laws of the State of Florida and venue for any and all claims or controversies that may arise as a result of this Agreement shall be heard in a court of competent jurisdiction in Miami-Dade County, Florida. Each party shall bear their own respective attorney's fees and costs.

26. CONFLICT OF INTEREST:

Licensee is aware of the conflict of interest laws of the City of Miami (Code of the City of Miami, Florida, Chapter 2, Article V), of Miami-Dade County, Florida (Code of Miami-Dade County, Florida, Section 2-11.1) and of the State of Florida (as set forth in Florida Statutes) and agrees it will fully comply in all respects with the terms of said laws and any future amendments.

27. FORCE MAJEURE:

The Parties shall not be liable to the other nor be deemed to have defaulted hereunder, and shall excuse the other from their respective obligations under this Agreement for any failure or delay in performing their respective obligations where such failure or delay to perform is caused by a Force Majeure event, which is defined herein as any event whereby the Property and/or Premises, or any respective portion thereof, shall be destroyed, damaged, and/or otherwise not accessible for the uses contemplated under this Agreement, and such destruction, damage, and/or inaccessibility of all or part of the respective Premises and/or Property is a result of an event beyond the Parties' respective control including but not limited to acts of national security, national emergency, acts of God, war, act or threats of terrorism, domestic government regulations, strikes (other than strikes of Licensee's employees), fire or other natural calamity, disorder, civil disobedience, curtailment of transportation facilities or service, or any other occurrence which makes it illegal or impossible for either of the Parties to perform their respective obligations under this Agreement.

28. ASSIGNMENT:

The City has relied on the extensive and unique reputation and experience of Licensee in granting this License. Licensee shall not sell, grant, confer, or assign this License or any part thereof to any other party, person, or entity. The License granted by this License is personal to the Licensee. Any attempted assignment of this License contrary to the foregoing provision, whether voluntary or involuntary, shall be void and shall confer no right upon such assignee, shall constitute a default under this License, and shall result in an automatic revocation of the License and the forfeiture of the rights of Licensee hereunder following notification to Licensee.

29. SEVERABILITY

It is the express intent of the Parties that this Agreement constitutes a license and not a lease. To further

this intent, the Parties agree as follows: (i) if any provision of this Agreement, or the application thereof to any circumstance, suggest that a lease, rather than a license, has been created, then such provision shall be interpreted in the light most favorable to the creation of a license and (ii) if any provision of this Agreement, or the application thereof to any circumstance, is determined by a court of competent jurisdiction to have created a lease rather than a license, then such provision shall be stricken and, to the fullest extent possible, the remaining provisions of this Agreement shall not be affected thereby and shall continue to operate and remain in full force and effect.

With regard to those provisions which do not affect the Parties intent for this Agreement to serve as a license, should any provision, section, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, section, paragraph, sentence, word or phrase shall be deemed modified to the minimum extent necessary to accomplish the intent of this Agreement to the maximum extent allowable without violating any applicable laws; or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

30. **WAIVER**

Failure by either party to enforce any of the provisions of this Agreement or any rights with respect hereto, or to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of the applicable provision or Agreement nor shall such failure to enforce prejudice either party from later enforcing or exercising the same or any other provisions, rights or elections under this Agreement.

31. **MERGER**

This Agreement sets forth the entire agreement regarding the Event respecting the substance of this Agreement and supersedes all prior negotiations, understanding and agreements between or among the parties.

32. **AMENDMENTS**

No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the Parties with the same formality as this License. Neither this License, nor any term hereof, can be changed, modified, or abandoned, in whole or in part, except by an instrument in writing, and no prior or subsequent oral agreement shall have any validity whatsoever. Notwithstanding any language to the contrary, the City Manager is authorized to administratively execute non-substantive or operational amendments, not involving material terms, to this License without the necessity of further action by the City Commission.

33. **CITY ACCESS**

The City and its authorized representative(s) shall at all times have access to the Property. The City will maintain a complete set of keys to the Property. Licensee, at its sole cost and expense, may duplicate or change key locks to the Property but not until first receiving written approval from the City Manager for such work. In the event Licensee changes key locks as approved by the City Manager, Licensee, at its sole cost and expense, must also provide to the City a copy or copies of said keys, if more than one copy is required.

The City shall have access to and entry into the Property at any time to: (a) inspect the Property; (b) to

perform any obligations of Licensee hereunder which Licensee has failed to perform after written notice thereof to Licensee, Licensee not having cured such matter within ten (10) days of such notice, and without the City waiving any legal rights or remedies; (c) to assure Licensee's compliance with the terms and provisions of this Agreement and all applicable laws, ordinances, rules and regulations; (d) to show the Property to prospective purchasers, tenants or others; and (e) for other purposes as may be deemed necessary by the City Manager or his/her authorized designee in the furtherance of the City's corporate purpose. The City shall not be liable for any loss, cost or damage to the Licensee by reason of the exercise by the City of the right of entry described herein for the purposes listed above. The making of periodic inspections or the failure to do so shall not operate to impose upon the City any liability of any kind whatsoever nor relieve the Licensee of any responsibility, obligations or liability assumed under this Agreement.

34. **INDEPENDENT AUDITOR GENERAL-ACCESS TO DOCUMENTS**

The City of Miami has established the Office of the Independent Auditor General ("IAG"), to provide the City Commission with independent oversight of audit and analytical functions of the City. The IAG shall have the power to audit, and to make copies of or extracts from all records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to the Event, Use Period, and this Agreement but only to the extent necessary to ensure compliance with the terms expressly set forth in this Agreement. The IAG shall only have access to Licensee's records to the minimum extent required to ensure such compliance, and such records shall not include Licensee's internal financial and accounting records unrelated to the Event and this Agreement.

Any information deemed to be confidential, proprietary, or a trade secret under Florida law, but integral to completing audit procedures, will be timely made available for review but will be excluded from the audit work papers. Licensee shall, at all times during the term of this Agreement and for a period of five (5) years after the termination of this Agreement, maintain such records, together with such supporting or underlying documents and materials available in a location within Miami-Dade County, Florida as may be requested by the City. Nothing in this Section shall impair any independent right of the City of Miami, pursuant to applicable laws and regulations, to conduct audits or investigate its activities. The provisions of this Section are neither intended nor shall they be construed to impose any liability on the City of Miami by the Licensee or third parties.

35. **INURE TO THE BENEFIT OF THE PARTIES**

The Licensee's rights and obligations pursuant to this Agreement shall be binding upon and inure to the respective successors and assigns of the Parties hereto.

36. **COUNTERPARTS**

This Amendment may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.


(SIGNATURE PAGE FOLLOWS)

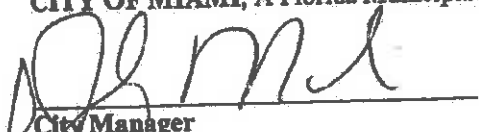
IN WITNESS WHEREOF, the parties hereto have individually and through their proper corporate official executed this Agreement, this the day and year first written.

"CITY"

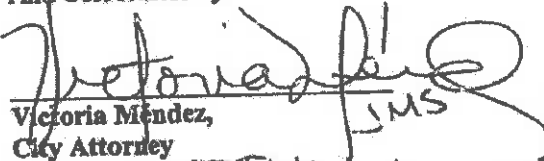
CITY OF MIAMI, A Florida Municipal Corporation

ATTEST:

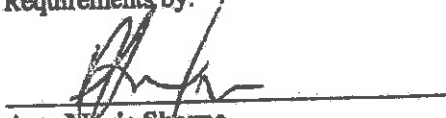

Todd B. Hanson
City Clerk


City Manager

Approved as to Legal Form
And Correctness by:


Victoria Mendez,
City Attorney
#19-1556K
JMS

Approved as to Insurance
Requirements by:


Ann-Marie Sharpe
Director of Risk Management

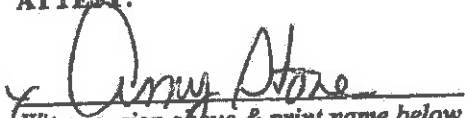
Approved as to Business Terms:

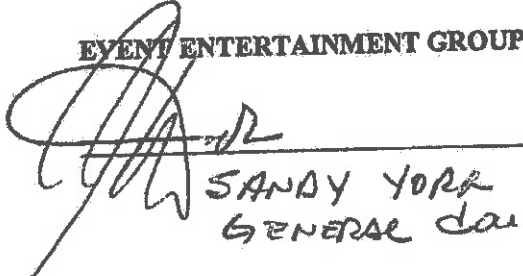

Daniel Rotenberg
Director of Real Estate &
Asset Management

"LICENSEE"

EVENT ENTERTAINMENT GROUP, INC.

ATTEST:


Witness, sign above & print name below
Amy Stone


SANDY YORK
GENERAL COUNSEL, SECY



Witness, sign above & print name below
MICHAEL D CURTIS

EXHIBIT A-1

PROPERTY - BAYFRONT PARK

301 Biscayne Boulevard, Miami, FL 33132

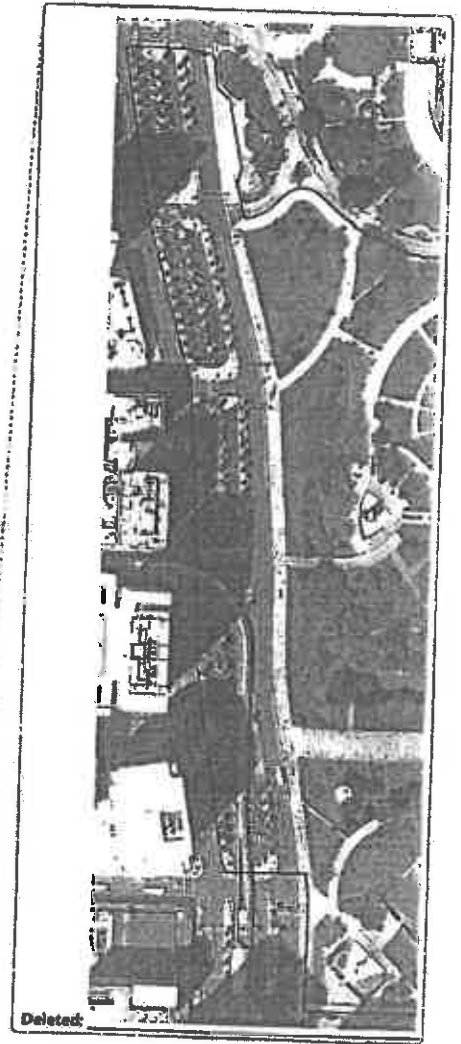
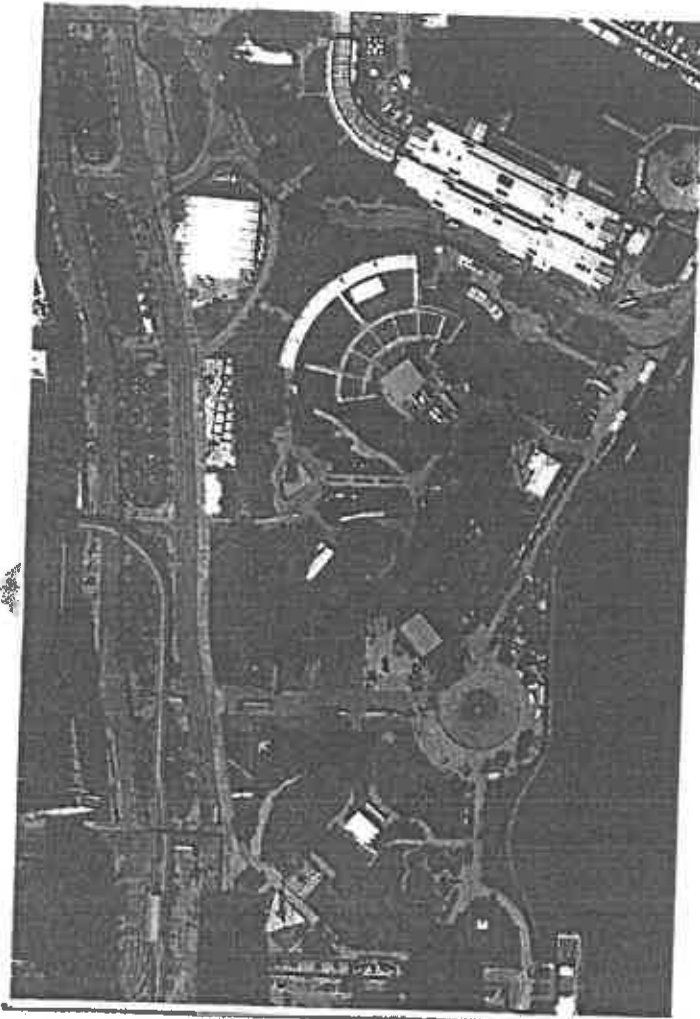


EXHIBIT A-2
AREAS (IN PURPLE) OF TOTAL CLOSURE FOR 11 DAYS

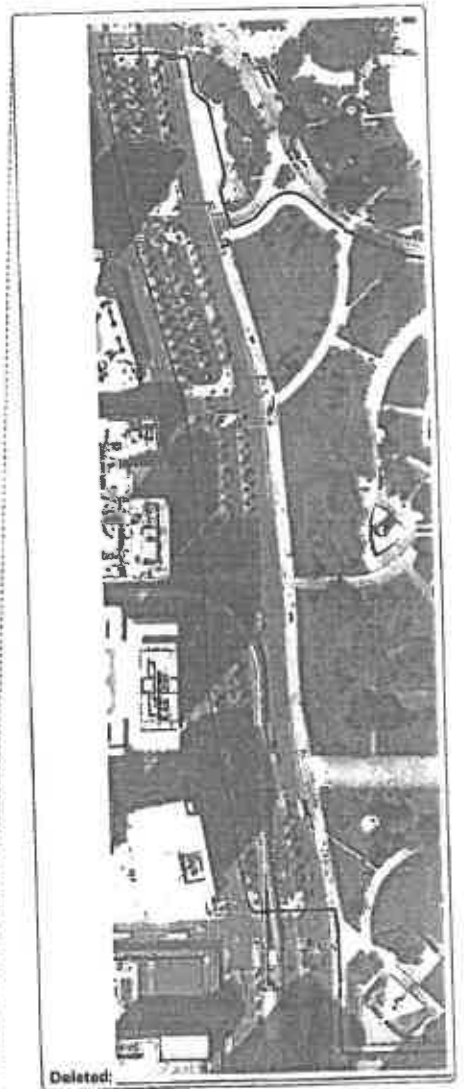


EXHIBIT B

**INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE-EVENT
ENTERTAINMENT GROUP, INC.**

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$1,000,000

B. Endorsements Required

City of Miami, Bayfront Park Management Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

Contingent and Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse and Underground Hazards
Terrorism Coverage Included
Liquor Liability Included
Waiver of Subrogation

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto, Owned Autos	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

B. Endorsements Required

City of Miami, Bayfront Park Management Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer's Liability

- A. Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

V. Umbrella Policy/Excess Liability

- A. Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence \$ 10,000,000
Aggregate \$ 10,000,000

City of Miami, Bayfront Park Management Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

Coverage is excess over all applicable liability policies contained herein including terrorism and liquor liability.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

EXHIBIT B-2

**INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE-EVENT
ENTERTAINMENT GROUP, INC.
(CATERING COMPANY)**

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000

B. Endorsements Required

City of Miami, Bayfront Park Management Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

Contingent and Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse and Underground Hazards
Terrorism Coverage Included
Waiver of Subrogation

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability Combined Single Limit	
Any Auto, Owned Autos	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

B. Endorsements Required

City of Miami, Bayfront Park Management Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer's Liability

Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Policy/Excess Liability

Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence \$10,000,000
Aggregate \$10,000,000

City of Miami, Bayfront Park Management Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

Coverage is excess over all applicable liability policies contained herein including liquor liability.

V. Liquor Liability

Limits of Liability
Each Occurrence \$1,000,000
Aggregate \$1,000,000

City of Miami, Bayfront Park Management Trust, and each of the respective instrumentalities, Members, Partners, Affiliates, each of their respective Officers, Directors, Shareholders, Employees, Volunteers, Agents and Representatives and the Army Corp of Engineers listed as an additional insured

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

EXHIBIT C

ADDITIONAL CHARGES (TO THE EXTENT APPLICABLE)

1. City of Miami Police personnel
2. City of Miami Fire Rescue personnel
3. Light Pole, Benches, Bike Racks Removal/Reinstall
4. Chain Link Fence Removal
5. Solid Waste Downtown
6. Solid Waste Trash Hauling
7. Taxes
8. Trash Bags
9. Drums/oil containers and/or disposal fees

CORPORATE RESOLUTION

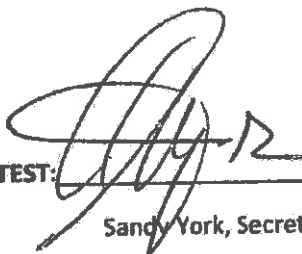
WHEREAS, Event Entertainment Group, Inc. (the "Corporation") desires to enter into a Revocable License Agreement (the "Agreement") with the City of Miami substantially in the form of the Agreement to which this Corporate Resolution is attached; and

WHEREAS, the Board of Directors of the Corporation, at a duly held meeting, has considered the matter in accordance with the Bylaws of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is hereby authorized to enter into the Agreement with the City of Miami, and the Secretary of the Corporation, Sandy York, is hereby authorized and directed to execute and deliver the Agreement, in the name and on behalf of the Corporation, and to execute any other documents and perform any acts in connection therewith as may be necessary or desirable to accomplish the purposes of this Corporate Resolution and the Agreement.

IN WITNESS WHEREOF, this Corporate Resolution is dated this 16th day of January, 2020.

ATTEST:



Sandy York, Secretary

BY:



Russell Faiblsch, President