

SPECIAL EVENT OPERATIONS AGREEMENT

THIS AGREEMENT (hereinafter “Agreement”) is entered into on the date of the last signatory noted below (the “Effective Date”), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and FPC Live, L.L.C. (hereinafter “Organizer”), a limited liability company organized in the State of Wisconsin and with authority to transact business within the State of Missouri.

WITNESSETH:

WHEREAS, Organizer desires to host the 2018 Summerfest Concert Series (hereinafter “Event”) and Organizer has requested the closure of any public street, sidewalk or public place for the Event; and

WHEREAS, Organizer is planning a special event which either occurs the day before or the day of any scheduled University of Missouri home football game or is an event that will require city services, equipment or support that is outside the ordinary course of business of the City; and

WHEREAS, pursuant to Section 24-73 of the City of Columbia’s Code of Ordinances, the City and the Organizer have negotiated the terms of this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. City shall issue a special event permit to Organizer for the Event, subject to the restrictions and conditions set forth in this Agreement and the special restrictions and conditions for the Event set forth in Exhibit B.
2. Date, Time, and Location of Event. The date, time and location of the Events are set forth in Organizer’s Event Details contained in Exhibit A. Organizer may set up for the event as set forth in Exhibit A. Organizer shall clean up from the Event as set forth in Exhibit A.
3. Closure of Streets, Sidewalks, and Public Places. The Event Area (hereinafter “Event Area”) is designated in the Technical Map contained in Exhibit C. Organizer may close streets, sidewalks and/or public places in the Event Area specified as closed areas in Exhibit C. All areas of the street, sidewalks and public places outside of the designated closed Event Area(s) shall remain open to the public.
4. Other Requirements, Plans, and Technical Map.
 - a. Organizer shall operate Event in accordance with the requirements of law and the terms of this Agreement. Organizer shall operate the Event in accordance with the layout set forth in the Technical Map in Exhibit C. Organizer shall comply with any additional requirements set forth in Exhibit B.

- b. Hours of Operation. Organizer is allowed to operate the Event on the date(s) and time(s) specified in Exhibit A.
 - c. Security Plan. No later than two (2) weeks prior to the Event, Organizers shall provide a Security Plan acceptable to the City. Organizer shall comply with Organizer's Security Plan which has been approved by the City. Organizer shall be responsible for implementing the Security Plan in the event of an emergency situation. Organizer shall provide additional security personnel in the amount of one (1) per every 500 attendees.
 - d. Organizer shall provide security, identification checking, emergency medical resources, fencing, and signage for the Event(s).
 - e. Organizer shall be responsible for compliance with the Operations Agreement regardless of the failure of any third party, contractor, subcontractor, agent, and employee or volunteer to fulfill its obligations or promises to the Organizer.
 - f. If Organizer desires to sell alcohol at the Event, Organizer shall comply with the additional provisions set forth in Exhibit B.
5. Insurance. Organizer shall take out and maintain for the Event(s) such Comprehensive General Liability insurance as shall protect it from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from event operations, whether such operations be by itself or by any one directly or indirectly employed or otherwise working for it for the duration of set-up, execution and breakdown of Event(s). The amount of insurance shall be not less than \$1,000,000 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. At least 30 days prior to the Event, Organizer shall furnish City with a certificate of insurance that names the City of Columbia, its elected officials and employees as additional insureds in the amounts required in this Agreement and that requires a 30-day mandatory cancellation notice. Failure to maintain the required insurance in force may be cause for termination of the Agreement and revocation of the permit. In the event that Organizer fails to maintain and keep in force the required insurance, the City shall have the right to cancel and terminate the Agreement without notice.
6. **HOLD HARMLESS.** To the fullest extent not prohibited by law, the Organizer shall indemnify and hold harmless the City of Columbia, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of the Organizer, of anyone directly or indirectly employed by or otherwise working for the Organizer, or of anyone for whose acts the Organizer may be liable, in connection with the Event(s). This provision does not, however, require Organizer to indemnify, hold harmless, or defend the City of Columbia from City's own negligence. The indemnification set forth herein is a continuing obligation and survives the expiration or termination of the Agreement. It is

not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

7. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
8. Compliance with laws. Organizer shall comply with all federal, state, and local laws, codes, rules, and regulations.
9. The term of this agreement shall commence on the Effective Date and shall terminate six (6) months following the Effective Date.
10. Termination by Convenience. City may terminate this Agreement for its convenience.
11. Termination by Default. Should Organizer be in default of any provision of this Agreement, City may immediately terminate this Agreement and may revoke any permit issued for the Event.
12. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.
13. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
14. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
15. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Organizer's Event Details
B	Special restrictions and conditions for Event
C	Organizer's Technical Map/Event Area (map showing locations that may be closed)

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls. In the event of a conflict between the terms of the exhibits attached to the Agreement, Exhibit B shall control.

16. Entire Agreement. This Agreement represents the entire and integrated Agreement between Organizer and City relative to the Event(s). All previous or contemporaneous agreements, representations, promises and conditions relating to the Event(s) described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

ORGANIZER

By: _____

Name and Title: _____

Date: _____

ATTEST:

Name and Title: _____

Special Event Agreement

2018 Summerfest Concert Series

Exhibit A: Organizer's Event Dates & Details

- 1) Dates of Events:
 - 8/31/2018 – Turnpike Troubadours
 - 9/8/2018 – Chase Rice
 - 9/21/2018 – Cody Jinks (makeup date)
- 2) Times: Set-up for the events will begin at 7:00 a.m. on each date listed above. Tear-down will begin after the close of the show, concluding 2 hours after that. 9th Street shall be reopened to traffic by 1:00 a.m., the day after the event.
- 3) Street Closures: 9th Street from Broadway north to Walnut will be closed to traffic. FPC Live shall have personnel outfitted in high-visibility vests directing traffic southbound on 9th Street from Walnut to the alley just north of Commerce Bank parking lot until the close of banking hours (5:00 p.m.); at which time the entire roadway will be blocked to traffic.
- 4) Waiver of Open Container Ordinance (Section 16-185): FPC Live shall be allowed to possess, serve, and consume alcohol within the closure area (9th Street from Broadway to Walnut) between the hours of 6:00 p.m. until 11:00 p.m. on each of the dates listed above.

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Exhibit B: Special Restrictions & Conditions for Event

FPC Live, LLC agrees to the following requirements and conditions:

- 1) Alcohol Sales. Organizer has requested permission to sell alcoholic beverages as part of the concessions operations. All sales of alcohol at the Event shall comply with the following provisions:
 - a. Alcoholic beverages shall be sold at the stations shown on the Technical Map (Exhibit C).
 - b. Alcohol sales are limited to two (2) alcoholic beverages per sale.
 - c. Pouring of alcoholic beverages into anything other than the cup intended for the beverage is prohibited.
 - d. Alcoholic beverages shall not be sold or served in glass bottles or glass containers. Alcoholic beverages shall be sold or served only in clear, plastic and commemorative cups, plastic bottles, or cans. Alcoholic and non-alcoholic beverages shall be served in containers that are distinctively different from each other.
 - e. Bartenders and festival staff are responsible for insuring that ID's are checked before the issuance of wrist bands.
 - f. Intoxicated individuals will not be served.
 - g. Alcoholic beverages shall be served only between the hours of 6:00 p.m. until 11:00 p.m.
 - h. All servers and event staff in the alcohol sales area are required to complete SMART training offered online by the University of Missouri on alcohol awareness and the restrictions listed above. Persons serving alcohol are required to carry a server certificate issued by the Department of Health and Human Services.

The alcoholic beverage sales may immediately be halted for noncompliance with any of the above listed conditions. The City of Columbia Police Department shall enforce these conditions and may require closure of all bar stations upon determining that any condition has been violated.

- 2) Noise. In the event of a stage delay, Organizer is allowed a noise waiver until 11:30 p.m., after notification and approval from City staff is obtained.
- 3) Organizer shall secure all necessary City permits required in connection with the Event.

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2018 Summerfest Concert Series

Exhibit C: Organizer's Technical Map/Event Area

SUMMERFEST FOOTPRINT 2018

9th STREET

