



**TOURISM SPONSORSHIP PROGRAM AGREEMENT BETWEEN BROWARD COUNTY  
AND ENTERCOM FLORIDA, LLC, FOR PROMOTION OF THE BROWARD COUNTY SIGNATURE  
EVENT – 2019 RIPTIDE MUSIC FESTIVAL**

This Tourism Sponsorship Program Agreement (“Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Entercom Florida, LLC, a Delaware limited liability company, authorized to conduct business in the State of Florida (“Organization”) (County and Organization are sometimes individually referred to individually as a “Party” and collectively as the “Parties”).

**RECITALS**

A. The Greater Fort Lauderdale Convention & Visitors Bureau (“GFLCVB”) is a County agency and its mission is to promote, advertise, and position the greater Fort Lauderdale area as a premier tourism destination through quality marketing programs and sales outreach activities that stimulate economic development and growth and attract tourists, conventions, and events to the greater Fort Lauderdale area.

B. Organization is hosting an event in Broward County described more fully in Exhibit A (the “Event”). The Event is expected to attract Tourists (as defined in Section 125.0104, Florida Statutes) to Broward County and provide activities attractive to Tourists already in Broward County.

C. As an incentive for Organization to host the Event, County desires to offer to Organization, and Organization desires to accept from County, certain monetary or other incentives described in Exhibit A (“Incentive”), subject to the terms and conditions set forth in this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall, unless sooner terminated as permitted herein, end on the later of (a) sixty (60) days after the conclusion of the Event, and (b) provision by Organization of the completed Compliance Certificate (“Term”).

2. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (which, for purposes of this Agreement, is September 30, 2019) is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3. Event, Sponsorship Benefits, and Compliance Certificate. Organization shall hold the Event as described in Exhibit A and provide County with the Sponsorship Benefits described in Exhibit A-1. Within sixty (60) days after the conclusion of the Event, Organization shall submit

to County a completed Compliance Certificate in the form attached to this Agreement as Exhibit B.

4. Incentive. As consideration for Organization's promotion of the Event to Tourists, hosting the Event, and providing County the Sponsorship Benefits described in Exhibit A, and subject to the terms and conditions contained herein, County shall provide Organization the Incentive to offset the costs of the Event.

a. Remittance of Incentive. County will provide the Incentive to Organization in accordance with the terms contained in Exhibit A. Notwithstanding County's payment of the monetary portion of the Incentive prior to the Event, Organization shall only be entitled to retain and shall have only been deemed to have earned the Incentive after the conclusion of the Event and timely delivery of the completed and executed Compliance Certificate, including all required supporting documentation describing in reasonable detail Organization's use of the Incentive. The monetary portion of the Incentive shall be used and allocated by Organization solely as described in Exhibit A. Notwithstanding anything to the contrary in this Agreement, Organization does not guarantee any minimum number of Event attendees.

b. Tax Withholding. Notwithstanding any other provision in this Agreement, to the extent any federal, state, or local taxes, tariffs, or governmental charges may be due or imposed in connection with the Incentive, only if and to the extent the following is required under applicable law, County may withhold any such taxes owed from the Incentive payment otherwise due Organization under this Agreement and remit only the remainder to Organization. Upon written request by the President of the GFLCVB, Organization must provide any reasonable, necessary, and relevant tax-related forms or documentation as a condition precedent to the payment of any monetary portion of the Incentive to Organization. County makes no representation regarding the taxability or any other tax implications regarding the Incentive, and Organization is solely responsible for obtaining appropriate advice and guidance regarding these issues.

5. Accuracy of Representations. Organization represents and warrants that all statements and representations made in connection with Organization's application, proposal, or other supporting documents submitted to County in connection with this sponsorship were true and correct when made and are true and correct as of the date Organization executes this Agreement, including, without limitation, Organization's estimates of Event attendance.

6. Applicable Requirements. Organization represents and warrants that all Incentive amounts provided by County under this Agreement shall be utilized only for purposes permitted under Section 125.0104, Florida Statutes, and Section 13.32(b) of the Broward County Administrative Code. Organization represents and warrants that the Event has as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

7. Other Statutory Requirements. Organization represents that there has been no determination that it committed a “public entity crime” as defined by Public Entity Crime Act, Section 287.133, Florida Statutes, it has not been formally charged with committing an act defined as a “public entity crime,” and its entry into this Agreement will not violate that act. Organization further represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Organization further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

8. Termination. Notwithstanding anything to the contrary contained herein, if the Event is canceled for any reason whatsoever, and the Event is not rescheduled as set forth in Section 9 below, then (a) this Agreement shall be automatically deemed terminated, (b) Organization shall have no right to receive or otherwise direct the receipt of any portion of the Incentive, and (c) Organization must refund to the County all amounts paid by the County to Organization pursuant to this Agreement within ten (10) business days following written request by the County. Organization hereby waives and releases any and all claims it may have for breach of contract or otherwise arising out of such circumstances.

9. Cancellation; Rescheduling. If the Event is canceled for any reason, within ten (10) business days of such cancellation, Organization shall notify County in writing whether Organization intends to reschedule the Event to a date during County’s 2020 Fiscal Year (October 1, 2019 through September 30, 2020). If Organization timely notifies County of its intent to reschedule the Event to a date within the 2020 Fiscal Year, County and Organization shall coordinate the replacement dates for the Event; provided, however, County shall not unreasonably withhold, condition, or delay its consent to dates requested by Organization. County acknowledges that upon such rescheduling, the Event may include different performers; however, the parties must mutually agree on the genre of music. If the Parties agree on rescheduled dates for the Event, such agreement shall be made in writing by the parties and treated as an amendment to this Agreement, with all references to Event herein to mean the new dates. If Organization does not timely notify County that it intends to reschedule the Event within the time period stated in this section, the Event is deemed canceled and this Agreement is automatically deemed terminated as provided in Section 8 above.

10. Audit. County may, at any time, audit the books, records, and accounts of Organization related to the Event. Organization shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Event. Organization shall preserve and make available, at reasonable times upon written notice, within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to the Event for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer.

11. Compliance with Laws. Each party hereto must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the

Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

12. Force Majeure. Other than Organization's obligations to refund the Incentive as provided in Section 8 of this Agreement, which obligations are not waived by any event of Force Majeure (as defined in this paragraph), each Party's obligations under this Agreement shall be temporarily excused by acts of God, such as fires, storms, lightning, floods, confiscations or restraints of government (civil or military), war, terrorism, strikes or labor disputes, civil disturbances, or any other cause that is not within the reasonable control of a Party, and not otherwise due to any negligence or willful misconduct by that Party ("Force Majeure").

13. Indemnification. Organization shall indemnify, hold harmless, and defend County and its affiliates, officers, directors, employees, agents, successors, and assigns (each, an "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including reasonable outside attorneys' fees, court costs, and expenses (other than lost profits), including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Organization, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). Notwithstanding the foregoing, Organization's indemnification obligations under this Agreement shall not apply to the following: (a) any Claim arising from any act or sole negligence of County, its officers, agents, servants, and employees, or (b) any Claims that arise out of the SXSW event (described in Exhibit A-1) other than those arising from or relating to any act or negligence of Organization. In the event County invokes its rights under this section, Organization shall, upon written notice from County, defend each Indemnified Party against such Claim through counsel reasonably satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend each Indemnified Party. If considered necessary by the President of the GFLCVB or County Attorney, County may retain any remaining sums otherwise due to Organization until any matter subject to Organization's indemnification obligation has been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Organization's obligations pursuant to this section shall survive the expiration or earlier termination of this Agreement.

14. Sovereign Immunity. Except to the extent sovereign immunity is deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

15. Third-Party Beneficiaries. Neither Organization nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

16. Voluntary Execution; Role of Legal Counsel. The Parties acknowledge that this Agreement is freely and voluntarily executed and that they have each had the opportunity to consult with and receive the advice of counsel in entering into this Agreement.

17. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Broward County Greater Fort Lauderdale Convention & Visitors Bureau  
Attn: Stacy Ritter  
101 N.E. 3<sup>rd</sup> Avenue, Suite 100  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
E-mail address: sritter@broward.org

For Organization:

Keriann Worley, SVP Market Manager  
Entercom Florida, LLC  
204500 N.W. 2<sup>nd</sup> Avenue  
Miami, Florida 33169-2505  
E-mail address: Keriann.Worley@Entercom.com

18. Public Records. To the extent Organization is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Organization shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Organization or keep and maintain public records required by County to perform the services. If Organization transfers the records to County, Organization shall destroy any duplicate public records that are exempt or confidential and exempt. If Organization keeps and maintains the public records, Organization shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Organization will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Organization contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Organization must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Organization as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Organization. Organization shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ORGANIZATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-2450, SJONES@BROWARD.ORG, 110 N.W. THIRD AVENUE, SUITE 100, FORT LAUDERDALE, FLORIDA 33301.**

19. Construction and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to "days" means calendar days, unless otherwise expressly stated. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

20. Assignment. Organization may not assign all or part of its rights or obligations under this Agreement without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment, transfer, or encumbrance in violation of this section will be void and ineffective. If Organization violates this provision, any portion of the Incentive already provided to Organization shall be immediately refunded to County upon demand and, in addition to any other rights and remedies County may have, County may immediately terminate this Agreement.

21. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

22. Use of County/GFLCVB Logo. Except for the uses expressly authorized in this Agreement (including, for the avoidance of doubt and without limitation, any Exhibit attached hereto), Organization shall not use County's or the GFLCVB's name, logo, trademark, or other intellectual property without the prior written consent of County, which shall not be unreasonably withheld, conditioned, or delayed. The Parties acknowledge that Organization and County have already mutually agreed upon a County/GFLCVB logo in connection with the Event, and Organization may use such logo in accordance with the terms of this Agreement.

23. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, ORGANIZATION AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

24. Complete Agreement and Amendments. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Organization.

25. Representation of Authority. Each Party hereto represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of such respective Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that such Party has with any third party or violates any applicable law, rule, regulation, or duty arising in law or equity. Each Party further represents and warrants that

execution of this Agreement is within such Party's legal powers, and each individual executing this Agreement on behalf of such Party is duly authorized by all necessary and appropriate action to do so on behalf of its respective Party and does so with full legal authority.

26. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed utilizing one or more digital signatures, which shall have the same legal effect as handwritten signatures. Notwithstanding anything in the signature page(s) of this Agreement, no witnesses are required for a digital signature.

27. Time of the Essence. Time is of the essence with respect to this Agreement.



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_\_ day of June, 2019, and Organization, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 2019

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Nathaniel A. Klitsberg (Date)  
Senior Assistant County Attorney

By \_\_\_\_\_  
René D. Harrod (Date)  
Deputy County Attorney

**TOURISM SPONSORSHIP PROGRAM AGREEMENT BETWEEN BROWARD COUNTY  
AND ENTERCOM FLORIDA, LLC, FOR PROMOTION OF THE BROWARD COUNTY SIGNATURE  
EVENT – 2019 RIPTIDE MUSIC FESTIVAL**

WITNESSES:

Entercom Florida, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Witness above

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

**Exhibit A**  
**EVENT AND INCENTIVE DESCRIPTION**

The Incentive is being offered subject to the following terms:

1. Event: Broward County Signature Event within the existing Riptide Music Festival
2. Event Date(s): November 22 – 24, 2019
3. Event Venue: Fort Lauderdale Beach, as depicted in Exhibit A-2
4. Incentive Amount: Eight Hundred Thousand Dollars (\$800,000) financial incentive paid to Organization.
5. Payment Terms: County will pay the Incentive to the Organization as follows:
  - a. Four Hundred Thousand Dollars (\$400,000) within thirty (30) days after the Effective Date; and
  - b. Four Hundred Thousand Dollars (\$400,000) within thirty (30) days after Organization delivers to the President of the GFLCVB the Compliance Certificate and all applicable supporting documentation.
6. Organization's Use of Incentive: Organization agrees to use the Incentive solely to offset hard costs incurred by Organization in connection with the Event (e.g., space rental, equipment, hiring laborers and performers, etc.).
7. Organization's Event Estimates: Organization represents and warrants that, to the best of its knowledge and based on projections as of the date of this Agreement, there will be up to 50,000 attendees at the Event.

**Exhibit A-1**  
**SPONSORSHIP BENEFITS**

As further consideration for County paying Organization the Incentive, Organization shall provide the following Sponsorship Benefits to County and the GFLCVB:

1. Organization will organize and present the Event within the existing Riptide Music Festival (“Festival”).

2. Organization shall take all necessary steps to ensure the professional execution of the Event and Festival.

3. Organization authorizes County and GFLCVB to disseminate statistical data, photos, and other nonpersonal data it obtains relating to the Event for advertising, promotional, and marketing purposes.

4. Organization shall identify Fort Lauderdale and Broward County as the venue for the Event and Festival in all manner and means of communication produced by Organization to promote, market, and advertise the Event and Festival.

5. Organization grants to County the limited, nonexclusive, nontransferable right to use the name “Riptide Music Festival” and Festival logo for marketing, advertising, and promotional purposes relating to the Event.

6. If County participates in the 2020 South-by-Southwest Festival (an annual conglomerate of film, interactive media, and music festivals and conferences that takes place annually in Austin, Texas, in March of 2020) (“SXSW”), Organization shall assist County with on-site activation by: (a) securing a band to perform at the opening party hosted by the organizers of SXSW and County; (b) providing two (2) on-site managers to coordinate the opening party; and (c) promoting the 2020 Riptide Music Festival (which is planned to be held in Broward County) at SXSW.

7. Organization shall promote County’s sponsorship of the Event through the following on-air, digital, and social media:

- a. Pre-promotional support featuring the “Broward County Signature Event” branding, including:
  - i. Using County or GFLCVB name in a minimum of six hundred (600) on-air recorded mentions promoting the Event and Festival (all such mentions shall include a specific reference to “The 2019 Broward County Signature Event”);
  - ii. Event logo (provided by County to Organization) will be included in each advertisement for the Festival on every radio station website;

- iii. The following linkable GFLCVB or County logos (provided by County) will be featured on the Festival website's sponsor page ([www.riptidefest.com/sponsors](http://www.riptidefest.com/sponsors)):
  1. Broward County logo;
  2. GFLCVB logo;
  3. Underground Lauderdale Music logo;
  4. Underground Lauderdale Create logo;
  5. Underground Lauderdale Fashion logo; and
  6. CRAVE GFL logo.
- b. Inclusion of County's name and logo in pre-roll festival videos.
- c. Event logo and GFLCVB "Greater Together" diversity logo will be included in all Riptide Music Festival rotating ads.
- d. Event logo and link inclusion in twenty-one (21) local radio station e-newsletters.
- e. Event logo and link inclusion will be included in twelve (12) "E-Blast" communications promoting the Festival.
- f. Seven (7) dedicated social media posts (Facebook, Twitter, and/or Instagram) promoting Underground Lauderdale Music, Underground Lauderdale Create, and Underground Lauderdale Fashion, CRAVE GFL, and House of GFL on-site activations at the Festival (one activation per post).
- g. County and GFLCVB will receive "tagged" inclusion in twenty-one (21) social media posts by Organization promoting the Festival.
- h. Event logo inclusion on a minimum of twenty-five thousand (25,000) flyers promoting the Festival.
- i. Organization will promote GFLCVB and County as a "Presenting Sponsor" hosting the Event (including "welcome" quotes provided by GFLCVB) in all media releases regarding the Event and Festival.
- j. On-site promotional support for the "Barefoot on the Beach Kick Off Party" on November 22, 2019 ("Kick Off"), including the following deliverables:
  - i. Food from local restaurants;
  - ii. A "pop up" acoustic performance during the Kickoff and a live DJ; and
  - iii. A 10-15-minute fireworks display for attendees.
- k. Organization national radio contest: Organization will sponsor a national radio contest associated with the Festival on twenty-five of Organization's affiliated radio stations throughout the United States. In all advertising of the contest,

Organization will ensure that Broward County and Fort Lauderdale Beach are promoted as the host site of the Festival, describing the community as a music, fashion, art, and culinary destination. County has no responsibility associated with this contest (other than the provision of airfare and hotel rooms for contest winners as may be mutually agreed upon by County and Organization), and Organization shall obtain appropriate legal advice and fully comply with all applicable laws, regulations, and rules regarding the contest.

8. On-site promotional support during the Event and Festival, including the following deliverables by Organization:

- a. Ten (10) announcements each day of the Festival live from the main stage and underground stage promoting the Event and County and GFLCVB's sponsorship.
- b. Providing County the opportunity to display County and GFLCVB self-standing signage at the Event.
- c. The Event, CRAVE GFL, Underground Lauderdale Music, Underground Lauderdale Create, and Underground Lauderdale Fashion logos will be included on the official Festival T-shirt.
- d. Providing County the opportunity to display up to ten (10) commercials to be displayed on the Festival "Jumbotron" screen located on the Festival's main stage (15 or 30 second advertisements, in County's discretion).
- e. Social media posts from the Festival's "Broadcast Lounge," capturing socially shareable content from the Festival and Event and distributing them on Organization's and its affiliates' social media platforms.
- f. Opportunity for GFLCVB's "Visit Lauderdale TV" personnel to interview Festival artists and capture content from the Event and Festival (no artist performance recordings that are recorded will be republicized by County without prior written approval of Organization and/or the artists, as applicable). "Visit Lauderdale TV" will have full backstage access and will be provided pre-approved live performance video recorded by Organization.

9. Organization will use its best efforts to obtain the following levels of performers for the Festival and Event:

- a. Two (2) "A" level acts viewed as "Major Headliners" in 2019, similar in quality to past "A" level acts for prior festivals such as Panic! At the Disco and Cage the Elephant.
- b. Two (2) "B" level acts such as Dirty Heads and/or Andrew McMahon.

c. Four (4) “C” level acts.

d. Ten (10) “D” level acts.

10. On-site deliverables by Organization shall include the following:

a. One (1) “underground music” stage for performances.

b. A “Underground Lauderdale U-Create” art village at the Festival that features local art vendors from Broward County in an art show-style setup, as well as a large art installation that will be interactive for attendees. The art village will include a one hundred (100) foot “sail tunnel” with up to fifteen (15) artist exhibitions underneath. Organization shall coordinate with local Broward County artists to participate and be present at the Festival in the art village. GFLCVB or County personnel may be on-site to hand out maps of the various exhibitions.

c. A “Fashion Showcase” during the Festival to occur on the “underground stage.” During the daytime periods of the Festival and on Saturday night, Organization will partner with a fashion industry guest to re-style festival attendees on-site with designs from local clothing stores. On the Saturday night of the Festival, the “Fashion Showcase” will include a live runway fashion show on the “underground stage” during either a live music or DJ performance.

d. A “Crave GFL” culinary showcase during the Festival with a nationally renowned culinary expert hosting culinary demonstrations throughout the Festival to highlight the culinary variety of Broward County.

11. Additional specific deliverables by Organization to County:

a. One (1) cabana each day of the Festival (each cabana can host up to ten (10) guests).

b. Twenty-four (24) full Festival general admission tickets.

c. Thirty (30) full Festival VIP tickets.

d. Fifty (50) “Barefoot on the Beach Kick Off” tickets.

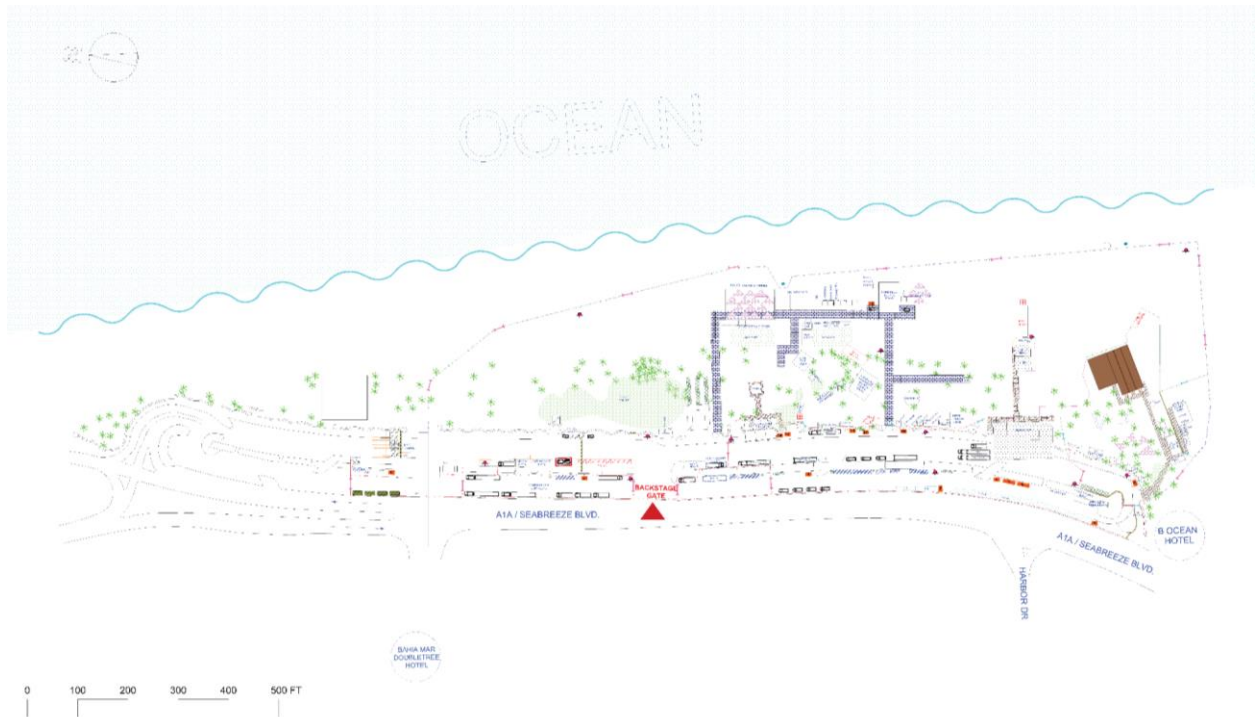
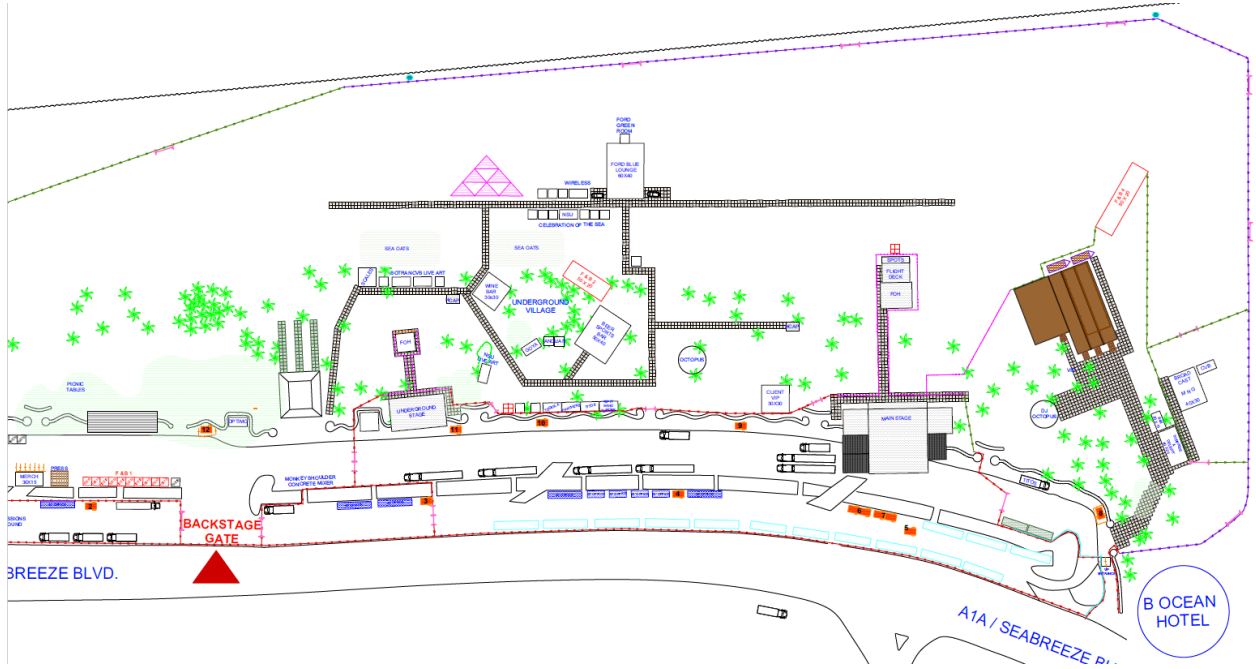
e. A backstage gifting table throughout the Festival where GFLCVB representatives may provide gifts to artists performing at the Festival.

12. Post-Festival Promotional Support:

- a. Inclusion of GFLCVB and County logos in the Festival photo gallery.
- b. A written or electronic copy of data obtained during the Festival, including, but not limited to: attendance, media statistics, and details of Organization advertising and promotion of the Festival.



# Exhibit A-2 EVENT LOCATION



**Exhibit B  
COMPLIANCE CERTIFICATE**

I, Keriann Worley, hereby certify that I am an official representative of Entercom Florida, LLC (“Organization”), and that I have the authority to execute this Compliance Certificate on behalf of Organization.

As an official representative for Organization, I hereby certify that between November 22, 2019, and November 24, 2019, Organization held the Event. Based on a review of Event records and other data obtained by Organization, the total attendance at the 2019 Riptide Music Festival was (enter number of attendees).

All documentation evidencing the attendance numbers for the Event is attached to this Compliance Certificate.

ENTERCOM FLORIDA, LLC

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_