

SPECIAL EVENTS AGREEMENT

This Special Events Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2017, by and between the City of Sunrise, Florida ("City"), and JS Florida Motorsports LLC d/b/a Alligator Alley Harley Davidson, ("Harley Davidson").

R E C I T A L S

WHEREAS, the City has established an application and permit process for special events within the City pursuant to Article XVIII of the Code of the City of Sunrise ("City Code") entitled "Special Event Permits and Temporary Outdoor Sales" and consisting of sections 16-278 through 16-290; and

WHEREAS, section 16-280(c)(1) of the City Code requires City Commission approval for more than six (6) special events to be held at a single location every calendar year; and

WHEREAS, section 16-280(c)(2) of the City Code requires City Commission approval for events which occur consecutively; and

WHEREAS, section 16-280(b) of the City Code requires City Commission approval for special events lasting more than one (1) day; and

WHEREAS, pursuant to section 16-284 of the City Code, the City may require, as a condition of a special event permit, that the applicant enter into a contract with the City relative to the duties and responsibilities of the permit holder; and

WHEREAS, the purpose of this Agreement is to establish the duties and responsibilities of Harley Davidson in connection with all special events to be held at its dealership located at 201 International Parkway, Sunrise, Florida (the "Property") during the 2017 calendar year.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to the following terms and conditions relative to all special events held on the Property during the 2017 calendar year.

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Harley Davidson acknowledges and agrees that the following conditions shall apply to any and all special events it hosts, or which otherwise occur on the Property, and that the following conditions are hereby incorporated into each special event permit issued during the 2017 calendar year:

- a. Harley Davidson may host a maximum of twenty-six (26) special events, with a maximum of six (6) being multi-day events. Separate events may occur consecutively, and consecutive events shall require a separate special event permit and fee for each special event. No event shall last more than 3 consecutive days;
- b. The Alligator Alley Harley Davidson dealership must be open and operational during the entire duration of each special event;
- c. All special events must occur on weekends ("weekends" being defined as Saturdays, Sundays, and federal legal holidays). However, if Flag Day occurs on a weekday, a single-day special event may be held. Multi-day special events may be held Friday through Sunday;
- d. All special events and special event permit applications must comply with the City Code;
- e. Off-site parking is required if the special event attendance is expected to exceed, or does exceed, two hundred (200) people;
- f. Maximum attendance at each special event shall be five hundred (500) people;
- g. Special events may not include any nudity (defined as revealing any "specified anatomical areas" as defined in section 16-277 of the City

Code), or sexual activities (defined as “specified sexual activities” in section 16-277 of the City Code), or violence.

- h. A police detail is required for all special events that will serve alcohol; however, the Chief of Police has the authority to remove this requirement if he deems it unnecessary for the event pursuant to section 16-285(a) of the City Code; Furthermore, a police detail may be required at the discretion of the Chief of Police for special events where alcohol is not served in accordance with section 16-285(a) of the City Code;
- i. All required police/fire details must be requested by the fifteenth (15th) day of the month prior to the month of the special event; and
- j. Harley Davidson is encouraged to submit special event permit applications early.

3. This Agreement does not relieve Harley Davidson from its duty to secure a special event permit from the City or its duty to secure any other permits or approvals that may be required by City Code or Florida Building Code, including but not limited to a tent permit, electrical permits, or a business tax receipt.

4. Indemnification. Harley Davidson agrees to and will at all times indemnify, defend, and hold harmless the City, its officers, employees and agents any and all such claims, suits, actions, damages, or causes of action arising as a result of the special event, or of the condition of the premises on which the special event is held including any personal injury or loss of life, or damage to or loss of property, and from and against any order, judgments, or decrees which may be entered, and from and against any costs, attorneys' fees, expenses and liabilities incurred in and about the defense or settlement of any claims, and the investigation thereof pursuant to section 16-279 of the City Code..

5. No Waiver. Nothing herein is intended as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement.

6. Insurance. Harley Davidson agrees to maintain and submit with each special event permit application a certificate of insurance evidencing the insurance required pursuant to section 16-289 of the City Code.

7. Term and Termination. This Agreement shall be effective upon execution through December 31, 2017. The City Commission may, by Resolution, terminate this Agreement at any time. Such termination shall be effective immediately upon the Commission's vote passing the Resolution.

8. Nothing in this Agreement shall be deemed or construed to require the City Commission to authorize any special events in future years that exceed the maximum number of special events or the duration of special events as each is set forth in the City Code.

9. Except as set forth in Section 4 above, this Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

10. The parties shall be deemed independent contractors and nothing in this Agreement shall be deemed to make the City a partner, joint venture or agent of Harley Davidson.

11. The parties expressly agree that it is not their intent to create or confer any benefits upon any third person or entity under this Agreement. No third party shall be entitled to assert a claim against any of the parties based upon this Agreement.

12. This Agreement constitutes the entire agreement between the parties relating to special events permits for calendar year 2017, and no other promises or agreements shall be controlling unless signed by all parties. All prior representations regarding the subject matter of this Agreement or any discussion between the parties are hereby merged into this Agreement.

13. This Agreement 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.

14. This Agreement may be amended in writing provided the amendment is executed with the same formalities as the Agreement.

15. This Agreement may not be assigned by either party.

16. Public Records. Harley Davidson shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that Harley Davidson and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, Harley Davidson shall: (a) keep and maintain public records required by the City to perform the services provided hereunder, (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost 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 records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Harley Davidson does not

transfer the records to the City, (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of Harley Davidson or keep and maintain public records required by the City to perform the service. If Harley Davidson transfers all public records to the City upon completion of the Agreement, Harley Davidson shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Harley Davidson keeps and maintains public records upon completion of the Agreement, Harley Davidson shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If Harley Davidson fails to comply with the requirements in this Section 15, the City may enforce these provisions in accordance with the terms of this Agreement. If Harley Davidson fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF HARLEY DAVIDSON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HARLEY DAVIDSON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HARLEY DAVIDSON SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK @SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

IN WITNESS WHEREOF, the parties have agreed to abide by the terms of this Agreement by executing on the space provided below for each signature.

CITY OF SUNRISE:

By: _____
Richard D. Salamon
City Manager

STATE OF FLORIDA
COUNTY OF BROWARD:

The foregoing was acknowledged before me this _____ day of _____, 2017, by Richard D. Salamon, City Manager for the City of Sunrise, who is personally known to me, and who did take an oath.

Notary Public
My Commission Expires:

JS Florida Motorsports LLC d/b/a Alligator
Alley Harley Davidson

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD:

The foregoing was acknowledged before me on this ____ day of
_____, 2017, by _____ as
_____ of JS Florida Motorsports, LLC d/b/a Alligator Alley
Harley Davidson, who is personally known to me, and who did take an oath.

Notary Public, State of Florida
My Commission Expires: