

Causeway Cove Marina

Hutchinson Island

Event Agreement



This Event AGREEMENT (“Agreement”) is entered into this 17th day of April, 2023, by and between CAUSEWAY COVE MARINA, LLC (CCM) having a mailing address of 601 Seaway Dr. Ft. Pierce, Florida 34949; Phone: 772-242-3552; Email: smyth@causewaycove.com and the City of Fort Pierce, a Florida Municipal Corporation(Lessee) having a mailing address of 100 North U.S. Highway 1, Fort Pierce, Florida 34950; Phone: 772-467-3000 Email: citymanager_dl@cityoffortpierce.com.

WITNESSETH:

WHEREAS, CCM and LESSEE have agreed in the purpose of holding the Back The Blue Event on April 22, 2023 pursuant to the terms and conditions set forth in this agreement, the premises more particularly described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCM and LESSEE agree as follows:

1. Premises: Subject to the terms and conditions of this Agreement, CCM hereby leases to LESSEE, and LESSEE hereby Agrees with CCM, certain event and Vendor fields located at 601 Seaway Drive Fort Perce, Florida 34949 (Premises), LESSEE shall have exclusive use of all parking fields in the undeveloped area around the Premises, subject to the rules and regulations of CCM.

2. Term. The term of this Agreement shall be for a period of one day April 22, 2023 from 8am and ending on April 22 2023 at 4pm, unless earlier terminated as provided herein or extended by written agreement of the parties. There will be a one day April 21st 2023 set up period prior to the event.

3. Rent/Fees. Beginning on the Commencement Date, and on or before the April 22, 2023, Tenant shall pay CCM without prior demand and without setoffs or deductions whatsoever, the amount equal to:


3A. CCM will donate the event fee \$750 to the City of Fort Pierce

3B. The City of Fort Pierce will provide all security, parking attendants and safety personnel for the entire event.

3C. Any food vendors will be the responsibility of the City of Fort Pierce

3D. Clean up and trash pick up will be the responsibility of the City of Fort Pierce, trash cans and liners will be provided by CCM

3E. The small yellow stage will be provided by CCM but sound and lighting by others



4. Utilities. Notwithstanding anything contained herein to the contrary, in no event shall CCM be responsible for the quality, quantity, failure or interruption of any utility service to the Premises. CCM MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER WITH RESPECT TO UTILITY SERVICE, OR ANY OTHER SERVICES PROVIDED HEREUNDER. LESSEE acknowledges that utility services are provided by third parties to CCM and may be subject to events over which the CCM has no control, including but not limited to, equipment failure and power outages.

5. As-is, Where-is. The Premises are lease in “AS-IS, WHERE-IS WITH ALL FAULTS” condition and the LESSEE’s execution of this Agreement shall be deemed conclusive evidence of the LESSEE’s Acceptance of the Premises. CCM does not make, and LESSEE does not rely upon, any representation or warranty, expressed or implied, with respect to the condition of the Premises, including fitness for any particular purpose. LESSEE has inspected the Premise and, based solely upon such inspections, has concluded that the Premises are in good and tenantable condition and are satisfactory for the purposes intended by the LESSEE set forth herein. To the maximum extent permitted by applicable law, CCM hereby disclaims, and LESSEE waives the benefit of, any and all implied warranties with respect to the Premise, including implied warranties of fitness or suitability for a particular purpose.


6. Use. LESSEE shall use the Premises only for the following purposes: Back the Blue Event at Causeway Cove Marina, LLC and for no other purpose. LESSEE represents and warrants to CCM that, prior to executing this Agreement, LESSEE has inspected the Premises and investigated applicable laws (including zoning laws and laws relating access by the disabled) and, in sole reliance upon its own inspections and investigations, has satisfied itself that LESSEE’s activities in the Premises will comply with such laws. Without limiting the generality of the foregoing , LESSEE shall be responsible for the cost of all action (including specifically, without limitation, any alteration to common areas or other areas outside the Premise) required to comply requirements with the Americans with Disabilities Act of 1990 and similar laws affecting access by the disabled, and all rules, regulations, and guidelines thereunder, as the same may be amended from time to time, necessitated by LESSEE use of the Premises or any alterations made in or to the Premises by LESSEE.

7. Compliance with Law. Tenant agrees to, and shall comply with all federal, state and local laws, rules and regulations and with such rules and regulations promulgated by CCM upon notice to LESSEE from CCM, LESSEE shall, at LESSEE’s expense, immediately abate any violation, nuisance or other claim pertaining or relating to, or arising out of, LESSEE’s, its successors, subleases and/or assignments, if permitted, use of the Premises. **(SOUND AND BASS MUST BE WITHIN 60 DBA’S AS RECORDED AT HARBOUR ISLE CONDO’S).** We at CCM try to face the speakers away from Harbour Isle to minimize sound levels.

8. LESSEE’s Waiver. In addition to any other waivers contained herein, LESSEE hereby expressly waives: (a) any right LESSEE may have to impose or assert any claim, counterclaim or setoff in any action brought by the CCM based (in whole or part) on non-payment of Fees even if the same is based on CCM’s breach of the Agreement (CCM and LESSEE hereby stipulate that any such counterclaim shall be severed and tried separately); and (b) any rights LESSEE may have to consequential damages incurred by LESSEE, including but not limited to lost profits and interruption of business as a result of action by CCM.

9. Improvements and Alteration. LESSEE shall not construct any improvements upon the Premises or make alterations within the Premises, unless specifically consented to by CCM, which consent may be withheld in the CCM’s sole and absolute discretion. LESSEE shall be solely responsible for obtaining all licenses and permits for any work and shall be solely responsible for all costs and expenses relating to such work. Any and all such work shall comply with all applicable laws and the rules and regulations promulgated by CCM.

10. Insurance. LESSEE shall purchase and maintain in effect during the Term, and extension or removal thereof, a policy or policies of insurance written by a company or companies qualified to write insurance in the State of Florida, and acceptable to CCM, providing (a) commercial general liability insurance, on an occurrence



basis, with personal injury liability coverage and liability coverage for the Premises, under which CCM and LESSEE are named insured (LESSEE shall have the obligation to present a certificate or proof thereof) in the amounts not less than three million dollars (2,000,000.00) for injury or death in any one occurrence and one million dollars (\$1,000,000.00) for damage to property and (b) insurance coverage against damage to any and all improvements on the Premises and LESSEE's personal property, which policy or policies shall be in such amount equal and sufficient to cover the value of such improvements and personal property. LESSEE hereby releases and waives any claims against CCM, its employees, agent, officers, directors, partners and other affiliates from any liability whatsoever in connection with any loss covered by any insurance policies which LESSEE carries with respect to the Premises or is required to carry with respect thereto by virtue of this Agreement, regardless of whether or not LESSEE has complied with such requirement. LESSEE also further agrees that in the event that both LESSEE and CCM carry insurance with respect to a particular loss, LESSEE's insurance will be deemed primary in all respects. LESSEE shall have no obligation to insure any portion of, or property on, about or within, the Premises. LESSEE shall furnish any amounts of such insurance with loss payable clauses satisfactory to CCM simultaneously with the execution of this Lease.

11. INDEMNIFICATION. LESSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CCM, ITS SUCCESSORS, ASSIGNS, EMPLOYEES, CONTRACTORS, PARTNERS, DIRECTORS, OFFICERS, AFFILIATES AND ATTORNEYS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL FINES, SUITS, LOSSES, COSTS, LIABILITIES, CLAIMS, DEMANDS ACTIONS, AND JUDGEMENTS OF EVERY KIND OR CHARACTER (A) ARISING FROM LESSEE'S FAILURE TO PERFORM ITS COVENANTS HEREUNDER, (B) RECOVERED FROM OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES ON ACCOUNT OF ANY LOSS (DEFINED BELOW) TO THE EXTENT THAT ANY SUCH LOSS MAY BE INCIDENT TO, ARISE OUT OF, OR BE CAUSED, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, BY LESSEE'S USE OF THE PREMISES FOR THE EVENT SPECIFIED IN SECTION 6 OF THIS AGREEMENT. AS USED HEREIN, THE TERM "LOSS" INCLUDES INJURY TO OR DEATH OF ANY PERSON OR PERSON'S, OR DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF USE OF ANY PROPERTY, INCONVENIENCE, OR ANY EXPENSE OR LIABILITY. PROVIDED, HOWEVER, THAT REGARDLESS OF WHETHER ANY SUCH OBLIGATIONS ARE BASED ON TORT, CONTRACT, STATUTE, STRICT LIABILITY, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, THE OBLIGATIONS OF LESSEE AND LESSEE'S MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS UNDER THIS INDEMNIFICATION PROVISION SHALL BE LIMITED IN THE SAME MANNER THAT WOULD HAVE APPLIED IF SUCH OBLIGATIONS WERE BASED ON, OR AROSE OUT OF, AN ACTION AT LAW TO RECOVER DAMAGES IN TORT AND WERE SUBJECT TO SECTION 768.28, FLORIDA STATUTES, AS THAT SECTION EXISTED AT THE INCEPTION OF THIS CONTRACT.

12. Surrender Upon Termination. LESSEE covenants and agrees to and with CCM that upon expiration of the Term, or earlier termination of this Agreement, LESSEE shall surrender and deliver to repair any property installed on the Premises by CCM and repair any portion of the Premises for which insurance proceeds are not paid to CCM. Nothing in this provision shall authorize abatement or reduction of Fees, termination of this Agreement, because of total or partial destruction arising out of the negligent or willful acts of omission or commission by LESSEE or those owning, employed by, under contract to, or guests or invitees of LESSEE.

- a. Neither this agreement or other arrangement between CCM and LESSEE, nor shall the same ever be construed, so as to (i) create a partnership between CCM and LESSEE, (ii) make CCM and LESSEE joint ventures.
- b. The prevailing party shall be entitled to reasonable attorneys' fees through and including all trial and appellate levels and all other costs incurred in any action taken by or against it relating to a claim, controversy or dispute arising from the terms, conditions or provisions of this Agreement.

- c. **Time is of the essence in the performance of all obligations set forth in this Lease.**
- d. This Agreement shall be governed by the laws of the State of Florida and venue with respect to any litigation shall be Fort Pierce, Florida.
- e. No waiver of any breach of any covenant, agreement or provision of this Agreement shall be construed to be held to waiver of any other breach or waiver, acquiescence or as consent to any further or succeeding breach of the same covenant, agreement, or provision.
- f. If any provision or provisions of this Agreement should be held invalid or unenforceable by any court or competent jurisdiction, such ruling shall not affect the validity or unenforceability of the remainder of this Agreement and the Agreement, as so modified, shall remain in full force and effect.
- g. This Agreement has been mutually negotiated by the parties and this Agreement shall not be construed more strictly against either party by virtue of which party prepared this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease Agreements effective as of the Effective Date.

Lessee:

By: _____

Printed name: _____

Date: _____

Causeway Cove Marina, LLC.

By:  _____

Printed Name: Harold H. Smyth

Date: 4-14-2023