

## FIRST AMENDMENT TO VENUE LICENSE AGREEMENT

This First Amendment to the Venue License Agreement (“First Amendment”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Clearwater, Florida, a municipal corporation herein referred as “City” and Ruth Eckerd Hall, Inc., a Florida not-for-profit corporation “Licensee” and collectively with the City, the “Parties”.

WHEREAS, the City and Licensee entered into that certain Venue License Agreement dated December 12, 2022 for the Licensee to manage and operate an Amphitheater located within Coachman Park described therein, and commonly known as The Sound; and

WHEREAS, the Licensee has successfully operated The Sound since June 2024, and has met all parameters of the lease ; and

WHEREAS, during the first 8 months of operation both the Licensee and the City have determined that there are some portions of the agreement that need clarification; and

WHEREAS, the Licensee and City also agree that there are some additional portions of the agreement that need to be modified and strengthened; and

WHEREAS, the Parties desire to amend the Agreement to reflect the terms as provided for in this First Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to amend the Venue License Agreement as follows:

Recitals. The foregoing recitals are true and correct and are hereby incorporated in and form a part of this First Amendment.

“Section 2.2(e) – *Property Security for events*” is hereby amended in title to say, “Section 2.2(e) – *Safety of Attendees at Events*,” and add the following language after the final sentence in that section:

Clearwater Police, Fire and Parks and Recreation Departments representatives will be notified via email by Licensee immediately when an event is confirmed. Capacity for ticketed events using the green lawn east of the covered seats shall be determined by City safety officials. The deadline to increase or decrease attendance capacity shall be no later than twenty-one (21) calendar days before the event unless otherwise agreed to by the parties. The parties have agreed to standard seating configurations depicted in composite Exhibit “G”. The Licensee may use any of these standard seating configurations for its events. In the event the Licensee desires to use a different seating configuration, or increase the number of seats, the Licensee will submit the request to the City for approval

prior to selling tickets for the event. The City will review the request and, within the applicable law and ordinances, determine in the exercise of reasonable discretion whether the request can be granted. City will respond to such requests in a timely manner.

The City's standard operating procedure for Severe Weather is included as Exhibit E, and both parties have agreed to follow the City's policy regarding Severe Weather. The City shall not be responsible for any costs, loss of revenue, incidental, or consequential damages as a result of an event the Licensee cancels or is required to cancel as a result of the Severe Weather policy.

"Section 2.2(h) – *Operational Services*" is hereby amended to add the following language after the final sentence in that section:

Licensee shall be billed on a quarterly basis for electricity at the Venue, including without limitation the main building and north restroom building. Concerning allocation of other costs, Licensee also shall be billed and shall pay: 100% of the cost of water, sewer, and wastewater for the 1½ inch meter that services the north restroom building (which is open for Licensee or city events only); 50% of the costs of water, sewer, and wastewater for the 2 inch meter that services the public restrooms and main building at the Venue; and 50% of the costs of water, sewer, and wastewater for the 1½ inch meter that services the vendor areas in the plaza and in the green (the grassy area beyond the venue fencing near South Gate 2). The Licensee shall also be billed and pay 25% of solid waste and trash compaction services, which will be billed to the Licensee by the City on a quarterly basis. The City shall pay 100% of stormwater fees, along with 100% of any gas fees incurred as a result of the gas torches affixed to the Venue, and not seek reimbursement from the Licensee for either expense. The gas torches shall be separately metered. Any future utilities installed by or at the request of the Licensee, such as dedicated Wi-Fi for the Venue or cable television for the Venue, shall be paid 100% by the Licensee, or the City shall be reimbursed 100% for those costs.

All removable seats may remain throughout the year, apart from twice a year when all seats are removed for turf maintenance and deep cleaning (typically Summer and Winter). The City shall notify the Licensee at least thirty (30) days in advance of scheduled maintenance and deep cleaning. In addition, the Licensee shall remove some or all seats at the City's request and Licensee's expense prior to scheduled City Events.

The parties recognize that the Venue was designed to accommodate 4,000 persons seated under the canopy. The Licensee may hold larger events by issuing tickets for customers to sit in the lawn area, in addition to the 4,000 persons who can be accommodated under the canopy. However, the total occupancy of the Venue shall be determined by the City in compliance with the Florida Building Code and Florida Fire Prevention Code, as amended from time to time. The Venue was designed for public restroom facilities in the building and adjacent freestanding facility in the lawn

seating area serving the structure and up to 4,000 persons seated under canopy. If the Licensee elects to hold larger events, exceeding 4,000 people, the Licensee shall provide any portable or temporary restroom facilities the Licensee deems appropriate, at the Licensee's sole cost.

Licensee will include small or private event rentals on the event calendar for City reference. When a private event is held solely at or within The View, the public restrooms and other public areas will remain accessible to the public using Coachman Park.

"Section 2.2(j) -- *Parking Facility at the Venue*" is hereby amended to add the following language after the final sentence in that section:

Prior to and during an event, the south side of Drew Street adjacent to the Venue is reserved for public safety vehicles and equipment; Licensee will utilize the north side of Drew Street for operational use.

"Section 2.2(1) -- *Compliance with Laws*" is hereby amended to add the following language after the final sentence in that section:

In the operation of the Venue, the Licensee shall materially comply with all laws, ordinances, and regulations applicable to it with respect to operation of the Venue, including noise ordinances, as amended from time to time. Sound levels will be monitored and recorded by Licensee and all records regarding sound must be retained for a period of one year from performance date.

The parties have agreed to propose amendments to the City's noise ordinance that, if adopted by the City Council, will expressly allow the Licensee to conduct sound checks within a five-hour window before gates open for a scheduled event; however, the proposed ordinance will not allow any sound check prior to 10:00 AM unless an exception is approved in writing by the City Manager or designee. The parties agree that unless and until the noise ordinance is revised by the City Council, the Licensee shall continue to comply with the City's existing noise ordinance.

Regardless of whether the City's noise ordinance is amended, the Licensee will maintain a community hotline for neighbors and citizens to report real-time issues during the events including noise mitigation. Licensee will contact the complainant within a period of two (2) business days from the complaint; keep a record of all complaints; assist the City with complaints reported to City Council or other City officials within two (2) business days; and provide reports upon request from the City regarding the number, type and resolution of the complaints received from the hotline.

"Section 2.2(o) – *Maintenance*" is hereby amended to read as follows:

Licensee shall be responsible for maintenance of all assets owned by the Licensee, including any Wi-Fi used for operational purposes, and shall keep such assets in good repair, normal wear and tear excepted, and shall report any known issues related to the Venue or any other City Assets to the City's Venue Manager. The City is responsible for general building maintenance and repairs throughout the Venue and Coachman Park, including, without limitation, HVAC, Plumbing, Electrical and other licensed tradeswork, and will perform these functions on weekdays between the hours of 7:00AM and 4:00PM. If a repair is needed outside of these times, the Licensee shall utilize one of the City's approved Mechanical, Electrical, and Plumbing contractors from a list provided by the City's Building and Maintenance department. For minor repairs and during emergencies, Licensee may utilize their own staff or vendors to make the necessary repairs. The Licensee shall notify the City's Venue Manager of such repairs as soon as practical after the repair commences. Licensee shall, in consultation with the City, conduct periodic risk management inspections. If and to the extent that any maintenance or repairs are performed on the City Assets, for or on behalf of the City, such maintenance or repairs shall be performed in a good and workmanlike manner and in material compliance with applicable laws. Any repairs made to City Assets for and on behalf of the City, shall be reimbursed within Thirty (30) days of written request to the City.

"Section 2.2(r) -- *Venue Management*" is hereby amended to add the following language after the final sentence in that section:

Licensee may stage vendors in the food court or any location within the boundaries of the Venue, as well as other locations requested and approved by the City Manager or their designee. Licensee shall fully reimburse the City for any damage caused by Licensee vendors to City assets, including without limitation irrigation, electrical boxes, plant material or other foliage, fences, or other City-owned equipment. Any damage caused by Licensee vendors must be reported to the City as soon as possible.

Waterfront access will be available to the public during concerts unless approved otherwise by the City Manager or their designee. As stated in Section 2.2(h), when a private event is held at The View, the park and main building restrooms will remain open to the public.

A new section is hereby created in the contract, to be titled, "Section 2.2(t) – *Temporary Fencing and Other Equipment Setup and Removal.*" This new Section 2.2(t) shall read as follows:

(t) -- Beginning at 7:00AM the day before a Licensee event, the Licensee may utilize the Venue in a non-exclusive capacity to set up equipment such as tents, barricades, tables, temporary fencing, and green privacy screening. The green privacy screening

may be affixed to the fence. However, the Licensee shall not be allowed to “stake” or otherwise inert any fencing, barricade, or other equipment into City property, such as the City’s landscape or hardscape, without advance written permission from the City. In addition, while engaging in setup activities the day before an event, the Licensee shall allow public access to the Venue except for the seating area located under the canopy.

Notwithstanding the previous paragraph, the Licensee may restrict access to the Venue the day before a scheduled event for the express purpose of conducting sound checks or performing or supervising necessary repairs. The parties intend for such restrictions to be used infrequently, and for public access to be restricted only to the extent absolutely necessary for the Licensee to perform these functions.

Access to the main public restrooms will be accessible until three (3) hours prior to the scheduled gate opening, except in the event of emergency closure.

After an event concludes, any privacy screening erected by the Licensee shall be removed by the Licensee at its own expense within twenty-four (24) hours, unless a different performer is scheduled by the Licensee to perform within five (5) days of the event that most recently concluded. If a different performer is scheduled by the Licensee within that five (5) day period, the Licensee may allow the privacy screening to remain in place.

A new section is hereby created in the contract, to be titled, “Section 2.2(u) – *Modifications and Upgrades to the Venue.*” This new Section 2.2(u) shall read as follows:

(u) -- Licensee shall submit to the City in writing any requested or desired improvements or modifications to the Venue. The City will determine on a case-by-case basis whether to authorize the Licensee to perform the work at its own expense, whether the City shall perform the work at Licensee expense, whether the City shall participate or contribute financially to any upgrade, or whether to disapprove the modification in whole or in part. Any modifications or upgrades to the Venue performed by the Licensee must receive proper permits from the City.

“Section 3.3 – *Securing the Venue*” is hereby amended to read as follows:

Securing the Venue. The Licensee may, in its sole discretion, take reasonable and necessary actions to secure the stage and the covered seating area when not in use for events or preparation therefor. Such actions shall include, but not be limited to, locking doors, fencing, and otherwise restricting access to the public as necessary to ensure the physical security of all City Assets and Licensee Assets at the Venue.

Notwithstanding the previous paragraph, all agreed upon and allowed locations of temporary and permanent fencing is depicted in Exhibit F. Any permanent and

temporary fencing shall be purchased and provided by the City. The Licensee shall only use fencing provided by the City, or expressly approved in writing by the City. Any physical alteration of the Venue other than fencing, such as the installation of new doors, shall be requested by the Licensee pursuant to the process described in Section 2.2(u) of this First Amendment.

“Section 3.5 – *Venue Sponsorships and Associated Benefits*” is hereby amended to read as follows:

Venue Sponsorships and Associated Benefits. The City shall negotiate, administer, and execute in the City's name, all Venue Sponsorships and Park Sponsorships. For purposes of this Agreement, "Venue Sponsorships" means sponsorships for naming rights for the Venue and any portion thereof, including suites, sections, concession areas, etc., pouring rights for all areas of Coachman Park and the City (except for the Venue), and any other sponsorship associated with the physical Venue and fixed infrastructure to the extent owned by the City.

As one example of a Venue Sponsorship, the parties acknowledge the City's Naming Rights Agreement with BayCare approved by the City Council on March 7, 2024. The phrase “Venue Sponsor,” as utilized in this First Amendment or elsewhere in the original Venue License Agreement, shall now refer to BayCare, and may be used interchangeably with BayCare.

While recognizing that the City owns the entire Venue, along with Coachman Park, the City and, if applicable, its third-party sponsorship marketing entity, shall continue to work in good faith with the Licensee in the negotiation, administration and execution of any Venue Sponsorships or Park Sponsorships. The benefits available to the Venue Sponsor, and compensation owed to the Licensee, shall be governed by the following terms:

“Section 3.5 – *Venue Sponsorships and Associated Benefits*” is hereby amended as to subsections 3.5(b) and 3.5(f), with those subsections now reading as follows:

(b) – The Licensee shall donate the ten (10) tickets described in subsection 3.5(a) to the Venue Sponsor at no cost to either the City or the Venue Sponsor.

(f) – In addition to the ten (10) donated tickets described in Subsection 3.5(b), but subject to ticket availability, the Licensee shall afford the Venue Sponsor an opportunity to purchase at least two (2) additional front section or highest price seating tickets, as determined by the Licensee (the “Additional Tickets”). The timing of this opportunity shall coincide with a pre-sale period determined by the Licensee, in the exercise of reasonable discretion. Any Additional Tickets purchased by the Venue Sponsor pursuant to this provision shall be paid by the Venue Sponsor at full

retail price, including any fees, surcharges, and taxes that would normally be assessed to any other retail purchaser.

“Section 3.5 – *Venue Sponsorships and Associated Benefits*” is hereby amended to create new subsections 3.5(g), 3.5(h), 3.5(i), 3.5(j), 3.5(k), and 3.5(1), which shall add the following new language:

(g) – When the Licensee creates or publishes marketing materials or media buys relating to the Venue, and said marketing materials or media buys contain a logo, the logo shall be an approved Facility Logo, as that term is defined in that Naming Rights Agreement between the City and BayCare approved by the City on March 7, 2024. In addition, and without limiting the foregoing, the Licensee shall comply with the Style Guide once finalized. The Licensee may propose a variance or departure from the Style Guide, but the Licensee must first submit the proposal to the Venue Sponsor for approval. Throughout this amended agreement, the phrase “Facility Logo” shall carry the same meaning.

(h) -- Licensee shall have sixty (60) days past the effective date of an agreement between the City and Venue Sponsor to deplete any inventory with the Old Facility Logo, as defined in that Naming Rights Agreement between the City and BayCare approved by the City on March 7, 2024. The Licensee shall allow the Venue Sponsor, at the Venue Sponsor’s sole discretion, to purchase any inventory for destruction. Said purchase, should the Venue Sponsor make this election, is intended solely to reimburse the Licensee’s actual costs; therefore, the purchase shall be without markup. Any and all inventory purchased by the Licensee after the effective date of this agreement shall, if appropriate for the inventory item purchased, include the full name of the Venue, a Facility Logo, or both. As provided in the naming rights agreement between the City and BayCare, approved by the City Council on March 7, 2024 (“Naming Rights Agreement”), BayCare (the “Venue Sponsor”) will be responsible for all costs associated with the creation and distribution of staff uniforms bearing a Facility Logo.

(i) -- Licensee shall allow the Venue Sponsor to reserve the VIP area – which is referred to interchangeably as the View – to the extent provided in the Naming Rights Agreement, upon request to Licensee, and if agreed to by Licensee, in its sole discretion. Should the Venue Sponsor opt for use during a Licensee event, Licensee will be compensated at the prevailing rate. To be clear, Licensee is not required to forego revenue associated with the View during or in connection with a Licensee event.

(j) -- Licensee will use best efforts, including supervision of its contractors and performers, to minimize obstruction or concealment of any stage-adjacent signage displaying a Facility Logo.

(k) – The Licensee shall acquire and use the new domain name [www.TheBayCareSound.com](http://www.TheBayCareSound.com) as the primary website from which customers can view upcoming events at the Venue and purchase tickets. The Licensee shall be responsible for hosting or contracting with a third party to host and maintain the website.

(l) -- Licensee agrees that all Licensee staff uniforms shall include a Facility Logo if said uniforms are designed and produced at BayCare's expense pursuant to the City's Naming Rights Agreement with BayCare approved on March 7, 2024. The City and Licensee recognize the Licensee's authority to set uniform and dress code standards for its employees, but the Licensee shall not withhold authorization or prohibit its staff from wearing uniforms bearing a Facility Logo if the costs were paid by BayCare and the uniforms otherwise conform to Licensee standards. The Licensee shall ensure that any and all use of the Facility Logo complies with the Style Guide referred to in the City's Naming Rights Agreement with BayCare approved on March 7, 2024

(m) – Licensee agrees that if the Licensee's technology allows, a Facility Logo will appear on any and all digital tickets sold by or issued by the Licensee. In such cases, the Licensee shall in the exercise of reasonable discretion determine the location and size of the Facility Logo on each digital ticket. If the Licensee's technology does not allow a Facility Logo to appear, "The BayCare Sound" shall appear on the digital ticket in lieu of a Facility Logo.

"Section 3.8 – *City Assets and Maintenance*" is hereby amended to create a new subsection 3.8(e), which shall read as follows:

(e) -- The City shall pay for and stock the supply closets at the Venue with paper products, hand soap and cleaning supplies. The City is responsible for cleanliness of the restroom facilities on the south side of the Venue until four (4) hours prior to a Licensee's event, at which time the Licensee becomes responsible for cleaning and supplying the restrooms. The Licensee will ensure that all restrooms are cleaned and restocked at the conclusion of a Licensee event, regardless of when the next Licensee event is scheduled to occur. The Licensee may utilize the City's stock supply located in the supply closet to perform the restock, but the Licensee shall be responsible for its own labor costs in performing its required cleaning and restocking.

"Section 3.11 – *City Events*" is hereby amended to read as follows:

The City shall have the right to use the Venue, or any portion thereof, for governmental purposes hosted by the City or staffed by City personnel, without payment of any rental or usage fees, on July 4, July 5, and up to ten (10) additional dates per calendar year during the Term (such events, "City Events"). For any City Event occurring on or before July 1, 2024, the City shall provide at least one hundred and twenty (120) days' notice to the Licensee prior to scheduling the City Event.



For any City Event occurring after July 1, 2024, the City shall provide at least one hundred eighty (180) days' notice to Licensee prior to scheduling the event. The Licensee shall then have five (5) business days to confirm that a performer is already contractually obligated to perform on the day(s) of the requested City event. If a performer is contractually obligated to perform on the date(s) in question, and the Licensee identifies that performer or artist for the City's information, the City shall select a different date for its City Event(s). However, if five (5) business days elapse after the City notifies the Licensee of its planned City Event, and the Licensee has not by the end of the five (5) day period advised the City of a conflicting contractually confirmed performance, the City Event shall be held on the date identified by the City. For the avoidance of doubt, a temporary "hold" shall not be considered a letter of agreement or scheduling conflict for purposes of this section.

Any unused City Events shall expire at the end of each calendar year and shall not be subject to rolling forward to the next calendar year if unused.

The City shall act in good faith to avoid scheduling a City Event promoted by a person or entity that competes with the Licensee, unless agreed by the Licensee that such event would not be a conflict.

In regard to the use of professional venue management services at City Events, the following provisions shall govern:

- The City Manager shall determine on a case-by-case basis, in the exercise of reasonable discretion, whether professional venue management is required for the City Event. If a determination is made that professional venue management is not required, the City shall not use any Licensee services or any competing or alternative vendors providing concession, stagehand, stage management, or ticketing services. However, this section shall not preclude the City from using in-house staff, in-house software, or other in-house resources the City Manager deems appropriate for the City Event.
- If the City Manager determines that professional venue management is required for the City Event, the Licensee shall have the exclusive right to sell both alcoholic and non-alcoholic concessions of its choosing at the City Event. The City shall not hire or utilize any third-party vendor to sell concessions at City Events, but the City may, in its sole discretion, distribute its own concessions free of charge at City Events. The City shall not be charged or assessed any fees by the Licensee for concession services, but the Licensee shall collect and retain all concession revenues from City Events in the same manner and to the same extent provided in Section 2.2(g) of the Venue License Agreement.

- The Licensee shall, upon request of the City, provide the City a quote for any additional professional venue management services (other than concession services, which are described in the previous paragraph) that either party requests or suggests in support of the City Event. This paragraph applies, without limitation, to stagehands, stage management, backstage catering, equipment maintenance staff, cleaning services, and private security staff. The City may accept the Licensee's proposal or, in the exercise of reasonable discretion, select an alternative or different vendor or provider for any or all of the services quoted.
- The City retains the right to determine the appropriate number of Licensee's security staff for a City Event, and Licensee may opt to waive exclusivity to permit City to engage temporary security staff.
- The City retains the right to determine appropriate number of event staff for customer service when there is open seating and, may opt to supplement with City staff.
- The City acknowledges that when engaging other vendors, use of Licensee's equipment by the City or its vendor may be restricted, limited and/or require supervision, at Licensee's sole discretion.

For City Events in which Licensee services are used, the City shall reimburse the Licensee for any hourly labor, supplies, catering, and other documented out of pocket costs and expenses approved in advance by the City in support of the City Event, along with any emergency or unforeseeable costs reasonably incurred by the Licensee during the event or on the day of the event. Said reimbursement shall be without markup or profit, and such reimbursement shall be due and payable upon receipt of a reasonably detailed invoice from Licensee documenting each cost for which reimbursement is sought.

The parties intend for the vast majority of City Events to be free to the public, or offered to the public at minimal cost of admission. In the event the City partners with a for-profit entity to host or perform at a specific City Event, and the for-profit entity sells any individual admission tickets to such City Event, and the face value of any ticket to such City Event exceeds twenty-five dollars (\$25.00), the City shall use the Licensee for professional event management, notwithstanding the previous paragraphs or any other provision in this First Amendment. Should the Licensee's services be utilized pursuant to this paragraph, the City will pay Licensee (if required by Licensee) a facility rental fee equal to fifty percent (50%) of its regular facility rental fee. This fee will be billed to the City in a detailed, itemized invoice.

In addition to the ten (10) City Events and July 4, July 5, and July 6 (collectively, "the Fourth of July events"), the City reserves the right to reserve the unshaded lawn

portion of the Venue at no cost to the City when no scheduling conflicts exist ("Lawn Events"). To reserve a Lawn Event, the City must notify the Licensee of the City's intended or tentative date. The tentative Lawn Event date must occur within sixty (60) days of the City's notification to the Licensee. If the Licensee has been properly notified, the Licensee shall notify the City within three (3) business days whether the Licensee has contractually confirmed a conflicting performance occurring on the tentative date of the Lawn Event. In the event of such conflict, the Lawn Event shall not occur. In the event that no conflict exists, or the Licensee fails to respond to the tentative Lawn Event within the allotted time-frame, the unshaded lawn portion shall be reserved for the Lawn Event.

During Lawn Events, the City may, in its discretion, either utilize in-house staff or a third party vendor of its choosing to provide food and beverage or other services that may be desired by the City for the Lawn Event. Similar to City Events, the parties intend for the vast majority of Lawn Events to be available at no cost to the general public, or at minimal cost. However, the City will use the Licensee for relevant services in support of the Lawn Event if the City or a for-profit partner sells any admission ticket to a Lawn Event which carries a ticket face value exceeding twenty-five dollars (\$25.00).

Unlike City Events, Lawn Events shall not be limited in number or by date. The City's only restriction(s) on Lawn Events shall be the notification and conflict provisions described in the previous paragraph.

The City shall not schedule any City Event or Lawn Event promoted by a person or entity that competes with the Licensee, unless Licensee agrees in writing prior to the scheduling of such City Event or Lawn Event.

"Section 3.12 – *Additional Events*" is hereby amended to read as follows:

Licensee will reserve the traditional dates for Jazz Holiday festival on an annual basis, contingent upon mutually agreeable terms between Licensee and the event organizer. In addition, the Licensee will use reasonable efforts to work with other third parties to organize certain community events on mutually agreeable terms. Remuneration and contracting for Jazz Holiday and these additional events shall be separately negotiated between the Licensee and the entity hosting the event without the City's involvement. In the event that Jazz Holiday and the Licensee are unable to agree on satisfactory terms, and the City decides to host or allow Jazz Holiday elsewhere in Coachman Park (other than the Venue), then no portion of the Venue shall be used by the Licensee or any of its contractors or private event guests during Jazz Holiday scheduled performance days in the park. However, Jazz Holiday may notify the Licensee at least one hundred and eighty (180) days prior to the first day of the third week in October that the Jazz Holiday event for that year will occur on a different week. If such notification is made, the revised dates shall serve as the

Jazz Holiday event dates for purposes of this section. For the avoidance of doubt, the City shall not be responsible for any payment to Licensee in support of Jazz Holiday or any other third-party event unless the City expressly agrees otherwise.

“Section 5.2 – *Profit Sharing*” is hereby amended to read as follows:

Provided that its operations from the venue generates at least an eight percent (8%) profit margin to the Licensee, the Licensee shall make an annual payment to the City, no later than one hundred twenty (120) days following the end of the City’s prior fiscal year, (the “Profit Share”), equal to twenty-five percent (25%) of the profits in excess of the 8% profit margin.

“Section 5.5 – *City Information Rights*” is hereby stricken and deleted in its entirety, and replaced with the following:

**Records and Right to Audit.** The Licensee will provide the City with a quarterly report listing the aggregated number of tickets sold for all events held during the prior calendar quarter and the number of free tickets provided, and the number of tickets refunded and chargebacks suffered related to ticket sales during that prior quarter.

In addition, the Licensee agrees to keep all books, accounts, records, and other documents covering all transactions relating to this Agreement in accordance with generally accepted accounting principles for a period of five (5) years and for such additional reasonable period as the City may request.

The City shall have the right, up to four (4) times per calendar year, with said dates determined in the City’s discretion upon at least ten (10) calendar days’ notice to the Licensee, to fully examine such books, accounts, and records and all other documents and material in Licensee’s possession or under its control, with respect to the City Ticket Allocation, City Ticket Rebate, Profit Sharing, including gross sales and associated expenses, in addition to Program, Venue and Park Sponsorships, in accordance with the terms of this Agreement for the purpose of validating the documentation and calculations that support all payments to the City.

The City reserves the right to conduct or cause to be conducted an independent audit of any financial transaction under this Agreement, or other terms of this Agreement, and such audit may be performed by the City’s audit staff, a certified public accountant firm, or other auditors designated by the City and will be conducted in accordance with applicable professional standards and practices.

The acceptance by the City of any statement by Licensee, or of any payment, shall not be deemed a waiver of the right of the City to claim additional payment after a review and inspection of Licensee’s books and records nor shall such acceptance

constitute a waiver by the City of any claim for a refund from Licensee for any overpayment.

“Section 9.3 – *Order of Precedence*,” is hereby stricken and deleted in its entirety, and replaced with the following:

Except as specified in this First Amendment, the parties intend for the Venue License Agreement to remain unchanged and in full effect. The parties also acknowledge, however, that the City Council on March 7, 2024, approved a Naming Rights Agreement with BayCare. The Licensee has been given a full opportunity to review and provide input regarding any terms in the Naming Rights Agreement that may impact the Licensee. In the event of an unforeseen conflict or ambiguity between the City’s Naming Rights Agreement with BayCare and this First Amendment, the Naming Rights Agreement shall supersede and control.

CITY OF CLEARWATER, FLORIDA

Countersigned:

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Jennifer Poirrier  
City Manager

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Bruce Rector  
Mayor

Approved as to form:

Attest:

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David Margolis  
City Attorney

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Rosemarie Call  
City Clerk  
REH, INC.

WITNESS:

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

Susan M. Crockett  
President and CEO

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code