

**Term sheet between City and Ruth Eckerd Hall (“REH”):  
proposed First Amendment to Venue License Agreement**

<b>Current Venue License Agreement</b>	<b>First Amendment (proposed)</b>
Utilities -- technically silent because City rejected REH’s proposal that City pay all costs, noting at the time that REH pays all utilities at their other City-owned venues. Dec. 2022 <i>pro forma</i> shows zero City costs.	Utilities – clarifies that REH pays all utilities at the Venue but none outside it. Solid waste and water / sewer costs will be partially paid by City to offset the portion supporting Coachman Park outside the Venue.
Removable seating -- not mentioned, but the chairs have always been removable.	Seats must remain removable, but can remain all year except biannual cleanings
Noise -- REH must abide by City’s noise ordinance, which can be amended any time in the Council’s discretion.	Noise -- staff will recommend revised ordinance allowing sound checks up to 5 hours before concert, but not before 10am. Create noise complaint hotline.
Boundaries – REH is limited to operating within the Venue only.	Boundaries – allows REH to sell food outside The Venue if City Manager allows.
Public access – REH can restrict public access to lawn area, restrooms, and the rest of the Venue at any time.	Public access – public can use restrooms and lawn area during most non-event days, and restrooms up to 3 hours before events.
Free viewing – current layout allows performances to be viewed for free from outside the Venue but within the Park. City decides any alterations to the Park.	Free viewing – revised layout does not allow for performances to be viewed from the park. REH can set up a green “privacy screen” at 7am the day before an event to prevent free viewing. Screen must be removed after each event.
Physical security -- City required to secure the entire Venue when not in use, e.g. through fencing, locks, or similar methods requested by REH.	Physical security – City purchases and approves the fencing in specified areas to limit access to the Venue when not in use. REH can now install any additional security features at the Venue, e.g. locks, that REH deems appropriate. But REH cannot alter City infrastructure without permission.
Venue Sponsor receives 10 tickets to each event; either the Sponsor or City must pay.	REH donates 10 highest price tickets to Venue Sponsor (BayCare) per event.
Cleaning – REH provides and supervises all cleaning services relating to the Venue, including the restrooms.	Cleaning – City will pay for restroom supplies. REH will clean the restrooms after REH events; City will clean at other times.

City Events – must be noticed 365+ days in advance. If REH has a confirmed performance, it has priority instead.	City Events – must be noticed 180+ days in advance. If REH has a confirmed performance, it has priority instead.
City Events – City Manager decides whether professional venue management is needed. If not, in-house staff or resources can be used. If so, REH will be the sole provider. City reimburses REH full costs without markup or profit.	City Events – If professional venue management is not needed, in-house staff or resources can be used for everything except ticketing, stage management, and concession services. If it is needed, the City can now use third parties for backstage catering, equipment rental, Venue cleaning, and customer service.
Records review – once per year with City staff, typically each January.	Records audit – may occur up to 4 times per year. Allows City to use outside auditor.

**Disclaimer:** This term sheet is not intended as a comprehensive guide to each contractual change. However, it is designed to highlight various terms that may be of interest to Council and the public.

DM version 7-9-24