

Jackson County Parks + Rec

License and Professional Services Agreement

THIS AGREEMENT made and entered into this 30 day of November, 2020, by and between JACKSON COUNTY, MISSOURI, a political subdivision of the State of Missouri, acting by and through its County Executive (hereinafter called “the County”) and Social House Entertainment, LLC (hereinafter called “SHE”).

Whereas, SHE is endeavoring to attract, promote, and conduct the event “Shake the Lake Festival”, which will feature national recording stars, and exhibits such as local restaurants, bars and commercial vendors; and

WHEREAS, SHE is desirous of obtaining permission to have such an event at the County’s Longview Lake Beach, a portion of the Longview Lake Trail, the Balloon Port, Shelters 10,11,12,13 and 14 and its surrounding grounds; and

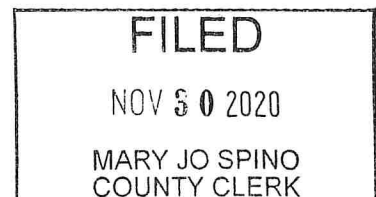
WHEREAS, the County acknowledges the benefits to Jackson County and Kansas City communities of attracting an entertainment event to Jackson County, which will promote goodwill and encourage family outings to Jackson County Park facilities.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

This Agreement is made and entered into upon the following express covenants and conditions, all and every one of which the parties hereby covenant and agree to keep and perform.

WITNESSETH:

1. **Subject Property and Period of License.** Subject to the conditions hereof, County agrees to furnish, for the use and control by SHE for purposes hereinafter named, all of County’s property and



improvements known as Longview Lake Beach (Beach opening for then 2021 season is subject to the County's Covid-19 restrictions/guidelines), a portion of the Longview Lake Trail, the Balloon Port, Shelters 10,11,12,13 and 14 and its surrounding grounds (hereinafter, the "Property"). The Property will be used by SHE for the purpose of conducting an Event known as "Shake the Lake Festival" (hereinafter, "The Event"), which will feature exhibits and entertainment as have been previously described. A schedule of activities, exhibits, and entertainment, shall be submitted to the County on or before Friday, June 4, 2021. The period of SHE's possession and use shall commence at 8:00 o'clock a.m. Thursday, September 9, 2021 and terminate at 8:00 o'clock p.m. on Sunday, September 12, 2021. SHE will utilize entirely professional companies to produce the event.

2. **Control of Property.** In granting a license of said Property to SHE, the County does not relinquish the right to control the general management thereof and to enforce all necessary and proper rules for the general management and conservation of the same.
3. **Exhibitors.** SHE may contract with exhibitors and concessions to occupy portions of the Property during the period of the license, subject to the County's approval of individual contractors. Exhibitors may begin setting up at 8:00 o'clock a.m. Thursday, September 9, 2021 to install exhibits, equipment and concessions, and all such material shall be moved from said Property on or before 8:00 o'clock p.m. on Sunday, September 12, 2021.

In the event that several portions of the said Property are not vacated by SHE and its contractors on the date above named as the end of

term for which said portions of said Property are respectively licensed or let to SHE, then the County shall be, and is hereby authorized upon notice to SHE to remove from the Property, at the expense of SHE all goods, wares, merchandise, and property of any and all kinds and description which may be then occupying the portions of said Property on which the term of license has expired, and the County shall not be liable for any damages or loss to such goods, wares, merchandise, or other property which may be sustained, either by reason of such removal of the place to which it may be removed, and SHE hereby expressly releases the County from any and all claims for damages of whatever kind or nature.

4. **Structures Allowed and Removal of Structures.** The County gives its permission for the temporary construction of any security fencing, barriers, platforms, tents and staging by SHE and any of the exhibitors and concessions. SHE must contact Dig-Rite prior to the placement of said equipment to insure no damage to utility lines. The locations of these structures are to be pre-approved by the County. The expense of any such construction and or the removal of any such features so constructed shall be borne by SHE and any damage to said Property, caused by the construction and/or removal of such fencing, platforms, tents, staging, or inflated obstacles, as determined by the County, shall be paid by SHE. The County gives its approval to install such structures which shall include, but not be limited to, those listed in Paragraphs a-c below. SHE may begin installation of structures, utilities, and facilities on Thursday, September 9, 2021. SHE must submit to the County a diagram indicating the locations of all facilities and equipment by Friday, June 4, 2021. SHE and County will

conduct a walk-through of property prior to any temporary construction.

- a. SHE may erect security fencing, barriers, staging, tents, and canopies on the Property. The number and exact location of such tents to be installed is subject to approval by the County. Tents placed on asphalt or concrete must be secured with concrete weights.
- b. SHE has permission to use a public address system to make announcements regarding the event and, as the area will contain music entertainment, speaker systems for this purpose are allowed as well.
- c. SHE may install a temporary power distribution system to provide electricity to the property. The systems will be designed and installed by a licensed electrical contractor and will be equipped with the proper safeguards in accordance with the applicable codes.

5. **Refuse and Waste Disposal.** The Shake the Lake operations team is responsible for clean up during and following the event, returning the property to its condition prior to the event. Jackson County will provide a trash dumpster and barrels and or cardboard containers with liners to hold refuse at various locations in the Property area and in the vicinity of concession stands, exhibit areas, spectator areas, parking areas, etc. Jackson County will provide nine associates to assist the Shake the Lake Festival Operations Team with the emptying of barrels, refilling liners and policing the area for refuse in a timely manner during the Event and clean-up following the Event. Areas of clean-up include all the Property as designated in condition #1. SHE

shall not deposit litter, including oil, grease, gasoline, etc., in the waters of Longview Lake, but shall deposit such litter in containers which it shall provide at sites established for that purpose. SHE shall dispose of the contents of such containers at landfills outside of the Property, in accordance with federal, state and local law.

6. **Emergency Medical Services** SHE shall arrange for emergency medical services. Services shall include one ambulance with two emergency medical technicians stationed on the Property.
7. **Fire Suppression.** SHE is responsible for the furnishing of fire extinguishers where necessary. All concessionaires must provide fire extinguishers in cooking areas at each of their locations on said Property.
8. **Hazardous Materials / Propane Container.** SHE is responsible for the proper storage and transportation of hazardous materials. SHE will provide security during the entire occupancy of the property to control public access. SHE will be responsible for securing all applicable state and local licenses and must provide those to the County no later than Friday, August 13, 2021.
9. **Electricity.** In the event that extra lights or electrical power, other than the regular lights or electrical power of the Property, are required to be used by SHE between Thursday, September 9, 2021 and Sunday, September 12, 2021, it shall be paid at the current rate by SHE. All lights or electrical power used by SHE in the installation by others of exhibits or platforms, or used by exhibitors, shall be paid for by SHE within a 30-day period.
10. **Law Observance.** SHE shall ensure that its employees, agents and representatives connected with said Event shall abide by, conform to,

and comply with all of the laws of the United States and the State of Missouri, and all the applicable City and County ordinances and the rules and regulations of the County for the government and management of the said Property, together with all applicable rules and requirements of the appropriate police and fire departments, and shall not do, nor suffer to be done, anything on the said Property, during the term of this Agreement, in violation of any rules, laws, or ordinances, and, if the attention of SHE is called to a violation on the part of SHE or any person employed by SHE, SHE shall immediately desist from and correct such violation. Similarly, SHE shall adhere to the safety requirements of the Event insurer(s).

11. **Control of Entrances, Exits and Traffic / Park Rangers.** The County understands and agrees that this license includes the rights of SHE to completely control entrance to the grounds, entrances and exits upon the Property, and all use of the Property by the spectators on the date above-mentioned. SHE shall be responsible for providing adequate security personnel. Eighteen (18) uniformed off-duty law enforcement officer's to provide event security and no less than eight (8) off-duty law enforcement officers will provide traffic control at the following intersections on Raytown Road: Two law enforcement officers at Raytown and High Grove Road, two law enforcement officers at Raytown and Pittenger Road, two law enforcement officers at Raytown and Longview Road and 2 law enforcement officers at Raytown and 109th Street. There will be a meeting of security personnel from the needed jurisdictions prior to the Event. SHE will assume responsibility for the hiring of contractual parking personnel to control the flow of traffic and the parking of vehicles in

the areas of general parking, handicap parking and VIP parking. The County will provide eight Park Rangers during the EVENT. The Park Rangers will assist contractual parking personnel, provide security on portions of the Longview Trail and festival grounds and enforce Chapter 50 Regulations. SHE will provide directional signage to the event, traffic cones and barricades. The Jackson County Public Works Department will place electronic signs on Raytown Road providing public service information for the event.

12. **No Defacement or Destruction of Property and Conservation.**

SHE shall not injure, nor mar, nor in any manner deface said Property, and shall not cause anything to be done whereby the said Property is not injured, marred, or defaced in any manner, nor shall SHE make any alterations of any kind thereon. Furthermore, SHE shall respect and conserve the plant life and wildlife of the Property. At the conclusion of the Event, SHE shall repair any damage resulting from a breach in the stipulations in paragraph 11 to, or otherwise restore the Property to its condition prior to the Event.

13. **Reserved Rights.** SHE is specifically granted the right to sell refreshments and other merchandise, to take photographs for its own records, to sell advertising for the Event, to broadcast the Event, and other privileges. SHE will provide the County with marketing plans and examples of fliers, posters, and other advertising one month prior to the Event. The County shall approve all advertising and sponsorships of the Event and will not unreasonably withhold approval and will provide approval in a timely manner. Such approval includes the placement of sponsor banners/signs. Longview Lake Beach will be listed and referred to as the host site of the Event

on all brochures, fliers, websites, social media and advertisements pertaining to the Event.

14. **Concessions.** Regarding the operation by SHE of facilities for the sale or other distribution of food, beverages, and merchandise, the parties agree as follows:
 - a. The County shall approve all facilities by number, type and location.
 - b. The County shall approve all concessions offered by SHE as to the vendor, personnel, and products to be offered.
 - c. SHE shall require that all sponsors with booths serving food/drink obtain and have available on-site all permits and documents required by the State and County for the operation of concession stands.
 - d. The concession stands may sell sandwiches, grilled foods, fresh produce and vegetables, packaged foods, non-alcoholic and alcoholic beverages, and merchandise to the public. The operation of these stands shall be in accordance with existing regulations as of September 11, 2021.
 - e. SHE is responsible for insuring that food handling personnel follow applicable state and local food service regulations.
 - f. Concession stands may not make sales to the public until they have been inspected and approved by the County's Environmental Health Division.
 - g. SHE shall adhere to the following conditions in all food service operations:
 - i. Stands must be thoroughly cleaned and new paper placed on shelves before being put into service;

- ii. Meat and other perishables are to be refrigerated or kept on ice prior to cooking. Condiments shall be individual service packets, or kept in small, covered containers, which shall be changed frequently;
 - iii. Utensils shall be provided and used in such a manner as to minimize contact of food with hands;
 - iv. Hand washing facilities, including water, soap, and paper towels, shall be provided at each food dispensing stand; and
 - v. No food items shall be stored on ice in which drinks are to be cooled.
15. **Rowdy Ribbits.** SHE shall enter into a separate agreement with the owners of Rowdy Ribbits Water Sports Park for use of its facility during the Event. SHE will be responsible for making direct payment to Rowdy Ribbits for services rendered during the Event.
16. **Assignment.** SHE shall not assign this Agreement, nor suffer any use of said Property other than herein specified, nor sublet the Property or any part thereof, without the written consent of the County.
17. **No Responsibility for SHE Property on County Premises.** SHE assumes all responsibility and the County assumes no responsibility whatever for any Property of SHE exhibitors or participants placed on said property, and the County is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to property that may be sustained by reason of the occupancy of said Property under this license.
18. **Indemnification and Insurance.** SHE agrees to indemnify and hold the County and the United States Army Corps of Engineers harmless from and against any and all liability and loss which the County and

the Army Corps of Engineers shall incur by reason of any injury to or death of any person, or damage to any property (collectively, "Loss"), caused by or attributed to any SHE's employees, contractors, or SHE's contractors' equipment on the Property pursuant to this Agreement unless such injury, damage, or loss was caused by the acts or omissions of the County and the United States Army Corps of Engineers or any of its employees, agents, contractors or vendors. In the event that any suit or action is brought against the County and the United States Army Corps of Engineers that is or may be covered by the immediately preceding indemnification obligation, SHE shall be solely responsible for defending the same at SHE sole cost and expense. SHE shall maintain Workers' Compensation Law and Employer's liability of \$100,000 each accident, or each employee for disease, subject to a \$500,000 aggregate for disease. SHE shall also provide general liability insurance, to be written on an occurrence form, including coverage for premises and operations, products, completed operations, independent contractors, contractual liability, broad form property damage and personal injury.

The County and the United States Army Corps of Engineers are added as an additional insured, in respect of liability arising out of operations performed by or on behalf of SHE under this Agreement. Any insurance or self-insurance maintained by the County and the United States Army Corps of Engineers shall be excess and shall not contribute with SHE's insurance with respect to liability of SHE hereunder, but shall be primary with respect to liability of the County and the United States Army Corps of Engineers hereunder. Any deductibles or self-insured retentions shall be at the expense of SHE

with respect to liability of SHE hereunder, shall be at the expense of County and the United States Army Corps of Engineers with respect to liability of the County and the United States Army Corps of Engineers hereunder.

The limits of liability shall not be less than the following:

\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, or property damage, subject to a \$2,000,000 aggregate. The limits may be provided by a combination of underlying and excess or umbrella policies.

SHE shall also provide or cause to be provided automobile liability insurance covering all owned, hired, and non-owned motorized vehicles and trailers used by SHE or its contractors with limits of liability not less than the following:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

A Certificate of Insurance evidencing SHE insurance pursuant to the above requirements shall be issued to the County by Friday, August 13, 2021, and shall state the Event it is issued to cover. The required insurance shall be underwritten by insurance companies licensed to do business in the State of Missouri and having A.M. Best Rating of not less than A-VI, unless otherwise agree to by the County. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 10 days' prior written notice by certified mail, return receipt requested, has been given to the County.

19. **Off-Street Parking / Light Towers.** SHE is permitted to allow parking by Event participants and the public in designated grassy

fields of the Property unless inclement weather prohibits grass parking. SHE must place light towers in all designated areas outlined and approved by County. Total number of light towers needed will be agreed upon by County and SHE (to include, but not limited to beachfront, event area, grassy fields, Shelter #12 parking lot and portions of the Longview Trail to ensure the safety of the participants). SHE will provide the County with a diagram showing the planned grassy parking areas, an alternate plan if grassy areas should are not available, ridesharing drop-off, ADA accessible parking and light tower placement by Friday, June 4, 2021 as agreed by both parties.

20. **Fire.** In case the said Property, or any part thereof, shall be destroyed or damaged by fire or by any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the County impossible, the County shall not in any case be held liable or responsible to SHE for any damages caused thereby.
21. **Security.** SHE shall be responsible for providing adequate security personnel at all times during the occupancy to include over night on-site security. Overnight on-site security officers shall report the evenings of September 9-September 11, 2021, no later than 7:00 o'clock p.m. and remain on site until 8:00 o'clock a.m. Security personnel may be comprised of off duty law enforcement officers and T-shirt security.
22. **Allocation of Revenue.** SHE will pay to the County a non-refundable deposit of \$14,400 to reserve Longview Lake Beach, portions of Longview Lake Trail, the Balloon Port, Shelters 10,11,12,13 and 14

and its surrounding grounds, known as the Property, for said Event. This fee is to be paid upon execution of this Agreement.

SHE will pay to the County a base fee of \$28,800, less the \$14,400 deposit, for the use of Longview Lake Beach, portions Longview Lake Trail, the Balloon Port, Shelters 10,11,12,13 and 14 and its surrounding grounds as outlined in this Agreement. This base fee must be paid in full by Thursday, August 12, 2021, 30 days prior to the event. If full payment of \$28,800 is not received by 4:30 p.m., Thursday, August 12, 2021, Jackson County Parks + Rec reserves the right to cancel the use of Longview Lake Beach, portions of Longview Lake Trail, the Balloon Port, Shelters 10,11,12,13 and 14 and its surrounding grounds, known as the Property, as outlined in this Agreement for said Event.

23. **Cancellation Policy.** SHE will pay 50% of the base fee, \$14,400, if SHE cancels the Event less than 60 days from the event date.
24. **Cash or Performance Bond.** On or before Thursday, August 12, 2021 SHE shall post a cash bond, or performance bond from a surety satisfactory to the County, in the amount of \$10,000 to ensure any costs of repair and restoration of the Property required under paragraphs 3,4, and 11 and any other costs due the County from SHE.
25. **Sales Tax.** SHE shall be wholly responsible for the collection and payment of any and all state and local sales and use taxes due from the sale of admissions, parking, food, beverages, and other merchandise at the Event.
26. **Conditions Precedent.** The parties understand and agree that this Agreement shall have no effect if the United States Army Corps of

Engineers does not permit this Event to be held on the Property, or if the Event cannot be insured.

27. **Approval, Consent, and Notice.** Any approval, consent, or notice required hereunder by or to the County, shall be made or given by or to the County's Director of Parks + Rec. Any approval, consent, or notice required hereunder by or to SHE shall be made or given by or to Nick Noland. Unless otherwise herein specified or agreed in writing between the parties all approvals, consents, and notices required hereunder shall be in writing. Further, unless otherwise agreed, notice shall be issued by certified mail.
28. **Portable Restroom Facilities.** Jackson County will be responsible for securing portable restrooms and hand washing stations for SHE at an additional cost to SHE. SHE must notify County no later than two weeks prior to the Event of the order to be placed for the above mentioned equipment. Payment for the rental of said equipment shall be due at the time the order is placed.
29. **County Liaison.** The County will provide a Park Employee to assist SHE in utilizing Longview Lake Beach, a portion of Longview Lake Trail, the Balloon Port, Shelters 10,11,12,13 and 14 and its surrounding grounds for said Event.
30. **Beach Front / Lifeguards.** The County will provide use of the Longview beach front, beach restrooms, and patio and beach house concession stand for use as the VIP area. VIP ticket holders may swim from 3:00 p.m. until 7:30 p.m. The water will be cleared at 7:30 p.m., at which time, county staff will install temporary fencing along the shoreline to prevent guests from entering the water. At the expense of SHE, the County will provide six (6) Red Cross Certified

Lifeguards to monitor the beach from 3:00 p.m. to 7:30 p.m., as well as after 7:30 p.m., two (2) lifeguards will remain on the beach until the area is cleared of patrons, at the conclusion of the concert. Payment for lifeguards must be received on or before Friday, August 13, 2021. A minimum of two (2) uniformed off-duty law enforcement officers will patrol the beachfront area for event safety and the enforcement of the beachfront curfew.

31. **Emergency Management Plan.** SHE will provide to the County an Emergency Management Plan on or before Friday, June 4, 2021 to include, but not be limited to a Communication Plan, Evacuation Plan, Emergency Vehicle Access Plan and Command Post Plan.
32. **Right to Cancel.** The County/Department Appointing Authority will have the right to cancel or reschedule this event for good cause to include, but not be limited to, inclement weather and Covid-19 restrictions/guidelines in place at the time of the event.

Jackson County Parks + Rec and Social House Entertainment, LLC agree that further addendums to this Agreement may be necessary when defining specific responsibilities pertaining to this event.

By accepting this Agreement, Social House Entertainment, LLC assumes all financial responsibilities associated with the “Shake the Lake Festival” event as outlined in this Agreement.

Jackson County Parks + Rec

Michele Newman
Michele Newman, Director

Approved as to Form:

11-20-20
Date

Jay Haden
Jay Haden
County Counselor's Office

Social House Entertainment, LLC
Nick Noland
Nick Noland, Owner

11-20-20
Date

ATTEST:

Mary Bono
Clerk of the County Legislature