

ENTERCOM KANSAS CITY, LLC

LICENSE AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2016, 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 Entercom Kansas City, LLC d/b/a KZPT (hereinafter called "KZPT").

WHEREAS, KZPT is endeavoring to attract, promote, and conduct an event to be held on Wednesday, November 23, 2016, which will feature a synchronized fireworks display and entertainment and,

WHEREAS, KZPT is desirous of obtaining permission to have such an event at the County's Longview Lake beach, its surrounding grounds, the balloon port and Shelters 3, 12 and 13 and its surrounding grounds, The Little Blue Valley Sewer Pump Station Access Road (West of Mouse Creek) and its surrounding grounds staying approximately 30 feet from Pump Station and,

WHEREAS, the County acknowledges the benefits to the 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 KZPT for purposes hereinafter named, all of County's property and improvements known as Longview Lake Beach and its surrounding grounds, the Balloon Port, Shelters #3, #12 and #13 and its surrounding grounds, Little Blue Valley Sewer Pump Station Access Road (West of Mouse Creek) and its surrounding grounds, staying approximately 30 feet from Pump Station), improvements, and roads (hereinafter, the "Property"). The Property will be used by KZPT for the purpose of conducting an Event to be known as KZPT's Christmas in The Sky (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, November 6, 2016. The period of KZPT's possession and use shall commence at 8:00 o'clock a.m., Wednesday, November 23, 2016 and terminate at 10:00 p.m. on Wednesday, November 23, 2016. KZPT will utilize entirely professional companies to produce the event.

NOV 01 2016
MARY JO SPINO
COUNTY CLERK

2. **Control of Property.** In granting a license of said Property to KZPT 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.** KZPT 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. Such persons shall be given time prior to the Event opening on Tuesday, November 22, 2016 to install exhibits, equipment and concessions, and all such material shall be removed from said Property on or before 5:00 o'clock p.m. on Monday, November 28, 2016. In the event that several portions of the said Property are not vacated by KZPT and its contractors on the date above named as the end of the term for which said portions of said Property are respectively licensed or let to KZPT, then the County shall be, and is hereby authorized upon notice to KZPT to remove from the Property, at the expense of KZPT 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 or the place to which it may be removed, and the County is hereby expressly released 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 platforms, staging, or small towers by KZPT and any of the exhibitors and concessions. 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 KZPT and any damage to said Property, caused by the construction or removal of such platforms, staging, or small towers, as determined by the County, shall be paid by KZPT. The County gives its approval to install such structures which shall include, but not be limited to, those listed in Paragraphs a-c below. KZPT may begin installation of structures, utilities, and facilities on Tuesday, November 22, 2016. KZPT must submit to the County a diagram indicating the locations of all facilities and equipment by Friday, November 4, 2016. Given that this event will continue after dark, Jackson County Parks + Rec will be responsible for the lighting of the "property" with no less than eight to ten sets of lights with generators.

- a. KZPT may erect staging, hospitality tents and canopies on the Property. The number and exact location of such tents to be installed is subject to approval by the County.
- b. KZPT has permission to use a public address system to make announcements regarding the event and, as area will contain music entertainment, speaker systems for this purpose are allowed as well.
- c. KZPT may install a temporary power distribution system to provide electricity to the property. The system 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. Fire Suppression. KZPT is responsible for providing fire suppression. Requirements are one fire truck with appropriate number of operators at Fireworks location (Kansas City Fire Department) and adequate fire extinguishers in concession cooking areas and parking areas.

6. Refuse and Waste Disposal. Jackson County will provide 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 employees to empty barrels, refill liners and police 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. Jackson County Parks + Rec shall provide portable toilets (not less than 12) to be located on the Property, the number and exact locations of which are to be agreed upon by the parties. All portable toilets shall be removed by 5:00 p.m. Monday, November 28, 2016. KZPT 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. KZPT shall dispose of the contents of such containers at landfills outside the Property, in accordance with federal, state, and local law.

7. Emergency Medical Services. Jackson County Parks + Rec shall arrange for emergency medical services. Services shall include one ambulance with two emergency medical technicians stationed on the Property.

8. 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 KZPT between November 23, 2016 and November 27, 2016, it shall be paid at the current rate by KZPT. All lights or electrical power used by KZPT in the installation by others of exhibits or platforms, or used by exhibitors, shall be paid for by KZPT within a 30-day period.

9. Law Observance. KZPT 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 KZPT is called to a violation on the part of KZPT or any person employed by KZPT, KZPT shall immediately desist from and correct such violation. Similarly, KZPT shall adhere to the safety requirements of the Event insurer(s).

10. Control of Entrances, Exits, and Traffic. The County understands and agrees that this license includes the rights of KZPT 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. The County shall close lanes of traffic on the streets and roads which it controls, as agreed by the parties. Jackson County will have uniformed off-duty officers stationed at the intersections of Raytown Road and 109th Street, Longview and Raytown Road, Raytown Road and the entrance to the swimbeach, Raytown Road and Highgrove, 109th and View High Drive, View High Drive and 3rd Street, and any additional intersections as designated by Jackson County and KZPT. Jackson County will provide directional signage to the Event.

11. No Defacement or Destruction of Property and Conservation. KZPT 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 injured, marred, or defaced in any manner, nor shall KZPT make any alterations of any kind thereon. Furthermore, KZPT shall respect and conserve the plant life and wildlife of the Property. At the conclusion of the Event, KZPT 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.

12. Reserved Rights. KZPT is specifically granted the right to sell refreshments and other merchandise, to make photographs for its own records, to sell advertising for the Event, to broadcast the Event, and other privileges. KZPT 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. KZPT shall provide the following Christmas in The Sky promotion and, Christmas in The Park promotion at no cost to the County:

- ❖ Live Remote - 3 Hour Broadcast of Christmas In The Sky
- ❖ On-Air Interview with a Jackson County Representative at a mutually agreeable time
- ❖ Jackson County Parks + Rec will be included in all promotional spots both radio & TV as a sponsor of Christmas In The Sky
- ❖ On-Air giveaways (sweatshirts and VIP Passes) one week prior to event. A total of five (5) on-air giveaways.
- ❖ Promotion of the event thru social media and website
- ❖ KZPT and Jackson County will provide co-emcees for Stage Production at Christmas In The Sky

Christmas in The Park will be promoted only as a Jackson County Parks + Rec Sponsored Event.

Christmas In The Park Promotion to air, November 23-December 31, 2016

- Minimum of 60x :30 On-Air promotional announcements (M-Su, 6a-Mid)
- 100x :30 Promotional announcements on KZPT streaming site (ROS)
- 75 live announcements November 23 – December 31
- Christmas In The Park included in homepage web banner at 997thepoint.com
- Image and link on KZPT Event Page at www.997thepoint.com
- Image and link in e-blast to KZPT's 38,000-member VIP Club
- Inclusion on Point Social Media (Facebook/Twitter) throughout promotional period.

13. Concessions. Regarding the operation by KZPT 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 KZPT as to vendor, personnel, and products to be offered.
- c. KZPT 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, package foods, beverages, and merchandise to the public. The operation of these stands shall be in accordance with existing regulations.
- e. KZPT is responsible for insuring that food handling personnel follow applicable state and local food service regulations.
- f. Concessions stands may not make sales to the public until they have been inspected and approved by the County's Environmental Health Division.
- g. KZPT shall adhere to the following conditions in all food service operations:
 - 1) Stands must be thoroughly cleaned and new paper placed on the shelves before being put into service;
 - 2) 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;
 - 3) Utensils shall be provided and used in such a manner as to minimize contact of food with hands;
 - 4) Hand washing facilities, including water, soap, and paper towels, shall be provided at each food dispensing stand; and
 - 5) No food items shall be stored on ice in which drinks are to be cooled.

14. Assignment. KZPT 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.

15. No Responsibility for KZPT Property on County Premises. KZPT assumes all responsibility and the County assumes no responsibility whatever for any Property of KZPT 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.

16. Indemnification and Insurance. KZPT agrees to indemnify and hold the County harmless from and against any and all liability and loss which the County 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 of KZPT's employees, contractors, or KZPT'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 or any of its employees, agents, contractors or vendors. In the event that any suit or action is brought against the County that is or may be covered by the immediately preceding indemnification obligation, KZPT shall be solely responsible for defending the same at KZPT's sole cost and expense. KZPT shall maintain workers' compensation and employees' liability insurance for its employees. The minimum limits required are the statutory provisions of the State of Missouri's 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. KZPT 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, the United States Army Corps of Engineers and The Little Blue Valley Sewer District are added as an additional insured, in respect of liability arising out of operations performed by or on behalf of KZPT under this Agreement. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute with KZPT's insurance with respect to liability of KZPT hereunder, but shall be primary with respect to liability of the County hereunder. Any deductibles or self-insured retentions shall be at the expense of KZPT with respect to liability of KZPT hereunder, shall be at the expense of County with respect to liability of the County hereunder.

The limits of liability shall be not less than the following:
\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, subject to a \$3,000,000 aggregate. The limits may be provided by a combination of underlying and excess or umbrella policies.

KZPT shall also provide or cause to be provided automobile liability insurance covering all owned, hired, and non-owned motorized vehicles and trailers used by KZPT 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 KZPT's insurance pursuant to the above requirements shall be issued to the County by Friday, November 4, 2016 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 agreed 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. KZPT shall cause Jackson County Parks + Rec, the US Army Corps of Engineers, and the Little Blue Valley Sewer District to be named as additional insured on the fireworks company's insurance policy.

17. Off-Street Parking. KZPT is permitted to allow parking by Event participants and the public in the grassy fields of the Property. KZPT will provide the County with a diagram showing the planned parking areas by Friday, November 4, 2016 as agreed by parties.

18. 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 KZPT for any damages caused thereby.

19. Security. Jackson County shall be responsible for providing adequate security personnel. One uniformed officer will provide on-site security. No less than seven (7) to nine (9) off-duty officers will provide traffic control. The Chief of Park Safety for Jackson County Parks + Rec will provide 10 Rangers for five hours at no cost to KZPT. There will be a meeting of security personnel from the needed jurisdictions prior to the Event.

21. Allocation of Revenue. Jackson County, serving as a sponsor, has entered into a Master Trade Agreement with KZPT (see Attachment A attached hereto and incorporated herein by this reference). Jackson County Parks + Rec will provide \$23,000 towards the production of Christmas in the Sky, consisting of a \$18,900 lump sum payment and in-kind services valued at \$4,100.00, and will receive \$23,000 worth of air time to be used at the discretion of Jackson County Parks + Rec in 2016 on any Entercom-Kansas City Station in accordance with the terms of the Master Trade Agreement.

22. Cash or Performance Bond. On or before Friday, November 4, 2016, KZPT 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 KZPT.

23. **Sales Tax.** KZPT 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.

24. **Conditions Precedent.** The parties understand and agree that this Agreement shall have no effect if the United States Army Corp of Engineers does not permit this Event to be held on the Property, or if the Event cannot be insured.

23. **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 KZPT shall be made or given by or to its VP/Market Manager. 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.

To County: Michele Newman, Director
Department of Parks + Rec
Jackson County, Missouri
22807 Woods Chapel Road
Blue Springs, MO 64015

To KZPT: David Alpert, Vice President and Market Manager
Entercom Kansas City, LLC d/b/a KZPT
7000 Squibb Road
Mission, KS 66202

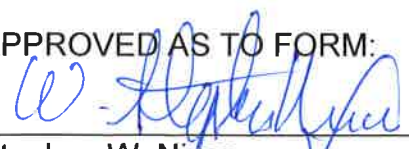
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in duplicate originals.

JACKSON COUNTY, MISSOURI




Frank White Jr.
County Executive

APPROVED AS TO FORM:



Stephen W. Nixon
Jackson County Counselor



Michele Newman, Director
Jackson County Parks + Rec

ATTEST:



Mary Jo Spino
Clerk of the County Legislature

By: _____
Dave Alpert
Vice President and Market Manager
Entercom Kansas City, LLC d/b/a/KZPT

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$18,999.00 which is hereby authorized.

October 27, 2016
Date

D. [Signature]
Chief Financial Officer
Account No. 300-1670-56790 – \$6,499.00
003-1601-56790 - \$12,500

1670 2016 001



Master Trade Agreement

Section 1 - Advertiser Information

Date: 9/23/2016

Corp Partnership Individual

* Advertiser Name: Jackson County Parks + Rec

Tax ID #: _____

Agency Name: _____

To be Logged As: _____

Street (not P.O. Box): 22807 Woods Chapel Rd.

City, State Zip: Blue Springs, MO 64015

Mailing Address: same

City, State Zip: same

Phone Number: _____ Fax Number: _____

Contact Name: Marcy Caldwell OR

Acct Exec Name: Rob Constantinou AE#: 3662

* Advertiser information must always be the company that the exchange of goods will be with.

Section 2 - Agreement Specifics

Airtime \$: 23,000.00 Valid from: 1/1/2017

Non-commissionable

Goods/Services \$: 23,000.00 Valid from: Nov 1 2016

Valid to: 12/31/2017 1 yr maximum

Valid to: Dec 1 2016 1 yr maximum

Product to be Advertised:

Goods/Services to be rendered by Station:

Jackson County Parks and Rec events as needed

Christmas in the Sky Event Ownership

Section 3 - Terms & Conditions

Station agrees to furnish to Advertiser the broadcast advertising set forth herein upon the terms and conditions contained in Station's Radio Broadcast Agreement except as modified herein. In order to place a particular advertising schedule hereunder, Advertiser shall execute a Standard Radio Broadcasting Agreement, which agreement shall specifically reference this Master Trade Agreement. The rates for such broadcasting advertising shall be those set forth herein, or if no particular rates are set forth, shall be the prevailing rates set by Station for cash advertisers at the time of each broadcast. Any talent, announcer or production charges in connection with broadcast advertising shall be paid separately by client in cash upon receipt of Station's invoice. Station will use its best efforts to broadcast advertising in accordance with the schedule requested by Advertiser, but all advertising placed pursuant to this agreement is subject to preemption in favor of cash advertising. Stations will make good preemption at the next available time, to which make goods Advertiser hereby consents. All broadcast time made available to Advertiser hereunder must be utilized by Advertiser by the "end date" set forth herein or one year from the date of this agreement, whichever occurs first, or the same shall lapse without further notice or consideration, except only that advertising ordered to run within the said period which is preempted by Station. No exception to the foregoing will be binding on Station unless signed in writing by the President or Controller of Station. Station will not pay any advertising commission on broadcast time purchased hereunder and Advertiser shall indemnify, defend and hold harmless Station for any and all claims, demands, costs or expenses, including reasonable attorney's fees arising out of a claim by any person for a commission in connection herewith. Advertiser agrees to supply Station the goods /services that are described herein in exchange for the Broadcast Advertisi specified herein, all in accordance with the terms and conditions contained herein. Advertiser shall only deliver goods or services hereunder and upon delivery of such goods or services shall receive a copy of the Merchandise Tracking receipt. Advertiser shall submit to Station monthly invoices itemizing goods and services provided hereunder during the previous month. Failure to provide such invoice shall constitute a waiver by advertiser of any claim for credit for such goods and services. Advertiser may only use the broadcast time purchased hereunder for Advertiser's business and may not transfer or assign its' right hereunder without written consent of Station official. Station may assign its rights or obligations to any successor of its' FCC broadcast license and upon acceptance in writing of the terms and conditions hereof by successor licensee. Station shall be relieved from any further liability or obligation hereunder. The value or price of the goods or services to be delivered hereunder shall be determined in accordance with the method specified in this agreement, or in the absence of a specific valuation method, the value or price shall be the average price offered to Advertiser's cash customers for the same or similar goods or services in the 30 days preceding the date of this agreement. Unless specifically stated to the contrary herein, Advertiser shall be responsible for and shall pay all sales, use, gross receipt or similar tax or levies of any governmental body imposed on the transaction. Advertiser warrants that the goods and services provided hereunder shall be merchantable and/or will be performed in a workmanlike manner and will be fit for Station's intended use. Advertiser agrees to indemnify and holds Station harmless from any and all claims, demands, judgments, costs or expenses of any kind, including reasonable attorney's fees, arising out of any breach of warranty or defective goods or services regardless of whether any act or omission of Station or its' employees, agents or servants contributed in any way thereto. The terms and conditions contained herein shall apply tyo all purchases of goods and services hereunder by Station and no misunderstanding, agreement, term, condition, course of dealing or trade custom at variance herewith shall be binding on Station. Any prior terms in Advertiser's documents are specifically objected to and rejected. Advertiser shall accept this contract by written acceptance hereof or by commencing any work or deliveries in pursuance of this order or by utilizing any broadcast advertising hereunder. Any proposals for additional or different terms is objected to and shall not operate as a rejection of this contract and this contract shall be deemed accepted by Advertiser without said additional or different terms. If this contract is deemed an acceptance of a prior offer by Advertiser, such acceptance is expressly conditioned on Advertiser's assent to any additional or different term contained herein.

The following agree that the Terms and Conditions have been acknowledged, read, understood, and agreed upon.

By signing this agreement, both parties consent and agree to be legally bound by the terms set forth above.

STATION: _____ A

OFFICIAL TITLE: Dave Aspart
Must be signed by Station VP or General Manager

OFF

Frank White, Jr.
County Executive
Legal Officer

DATE: _____

DATE: _____