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11/8/10

ENTERCOM KANSAS CITY, LLC

LICENSE AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 3 day of November, 2010, 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 KUDL (hereinafter called "KUDL").

WHEREAS, KUDL is endeavoring to attract, promote, and conduct an event Wednesday, November 24, 2010, which will feature a synchronized fireworks (Week Day) (Month) (Date) display and entertainment and,

WHEREAS, KUDL 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.

FILED

NOV 04 2010

MARY JO SPINO
COUNTY CLERK

WITNESSETH:

1. **Subject Property and Period of License.** Subject to the conditions hereof, County agrees to furnish, for the use and control by KUDL 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 KUDL for the purpose of conducting an Event to be known as KUDL'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 5, 2010. The period of KUDL's possession and use
(Week Day) (Month) (Date)

shall commence at 8:00 o'clock a.m. Wednesday, November 24, 2010 and
(Week Day) (Month) (Date)

terminate at 10:00 p.m. on Wednesday, November 24, 2010.
(Week Day) (Month) (Date)

KUDL will utilize entirely professional companies to produce the event.

2. **Control of Property.** In granting a license of said Property to KUDL 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.** KUDL 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, before Event opening Tuesday, November 23, 2010 to install exhibits,
(Week Day) (Month) (Date)
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 29, 2010.
(Week Day) (Month) (Date)

In the event that several portions of the said Property are not vacated by KUDL 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 KUDL, then the County shall be, and is hereby authorized upon notice to KUDL to remove from the Property, at the expense of KUDL 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 KUDL 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 KUDL 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 KUDL. The County gives its approval to install such structures which shall include, but not be limited to, those listed in Paragraphs a-c below. KUDL may begin installation of structures, utilities, and facilities on Tuesday, November 23, 2010. KUDL must submit to the County a diagram indicating the locations of all facilities and equipment by Friday, November 5, 2010. Given that this event will continue after dark, KUDL will be responsible for the lighting of the "property" with no less than eight to ten sets of lights with generators.

- a. KUDL, 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. KUDL 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. KUDL 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.** KUDL 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. KUDL 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 29, 2010. KUDL 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. KUDL 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.** KUDL 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 KUDL between November 23, 2010 and November 24, 2010, it shall be paid at the current rate

by KUDL. All lights or electrical power used by KUDL in the installation by others of exhibits or platforms, or used by exhibitors, shall be paid for by KUDL within a 30-day period.

9. **Law Observance.** KUDL 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 KUDL is called to a violation on the part of KUDL or any person employed by KUDL, KUDL shall immediately desist from and correct such violation. Similarly, KUDL 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 KUDL 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. KUDL will have uniformed off duty Kansas City and Grandview Police 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 KUDL. KUDL will provide directional signage to the Event.

11. No Defacement or Destruction of Property and Conservation. KUDL shall not injure, nor mar, nor in any manner deface said Property, and shall not cause anything to be done whereby the said Property shall be in any manner injured, marred, or defaced, nor shall KUDL make any alterations of any kind thereon. Furthermore, KUDL shall respect and conserve the plant life and wildlife of the Property. At the conclusion of the Event, KUDL 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. KUDL 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, and the County shall not engage in any of the aforesaid business without the written consent of KUDL. KUDL 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. KUDL 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 & Recreation will be included in all promotional spots both radio & TV as a sponsor of Christmas In The Sky
- ❖ Participate in a 30 second PSA to be used at a Chiefs Game and for Television Promotion

by providing KUDL talent Roger Carson to voice the PSA

- ❖ On-Air give-aways (sweat-shirts and VIP Passes) one week prior to event. A total of five (5) on-air giveaways.

Christmas In The Park will be promoted only as a Jackson County Parks & Recreation Sponsored Event.

Christmas In The Park Promotion November 24-December 31
100x :30 On-Air promotional announcements (M-Su, 6a-Mid)
100x :30 Promotional announcements on KUDL streaming site (ROS)
Inclusion in a minimum of 75x Holiday Happenings announcements
Image and link on KUDL Event Page at www.kudl.com
Image and link in eblast to KUDL's 37,000-member VIP Club

13. Concessions. Regarding the operation by KUDL 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 KUDL as to vendor, personnel, and products to be offered.
- c. KUDL shall 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. KUDL 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. KUDL 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.** KUDL 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 KUDL Property on County Premises.** KUDL assumes all responsibility and the County assumes no responsibility whatever for any Property of KUDL 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.** KUDL 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 KUDL's employees, contractors, or KUDL'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, KUDL shall be solely responsible for defending the same at KUDL's sole cost and expense. KUDL 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. KUDL 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 KUDL under this Agreement. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute with KUDL's insurance with respect to liability of KUDL 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 KUDL with respect to liability of KUDL 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:

\$1,000,000 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.

KUDL shall also provide or cause to be provided automobile liability insurance covering all owned, hired, and non-owned motorized vehicles and trailers used by KUDL 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 KUDL's insurance pursuant to the above requirements shall be issued to the County by Friday, November 5, 2010 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. KUDL shall cause Jackson County Parks & Recreation, 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. KUDL is permitted to allow parking by Event participants and the public in the grassy fields of the Property. KUDL will provide the County with a diagram showing the planned parking areas by

Friday, November 5, 2010 as agreed by parties.
(Week Day) (Month) (Date)

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 KUDL for any damages caused thereby.

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

20. **Admission Fee.** KUDL is permitted to collect donations which will benefit a worthy cause:

21. **Allocation of Revenue.** Jackson County, serving as a sponsor, has entered into a Master Trade Agreement with KUDL (see Attachment A attached hereto and incorporated herein by this reference). Jackson County Parks & Recreation will provide \$22,000.00 towards the production of Christmas in the Sky, consisting of a \$14,000.00 cash payment and in-kind services valued at \$8,000.00, and will receive \$22,000.00 worth of air time to be used at the discretion of Jackson County Parks & Recreation in 2011 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 5, 2010, KUDL 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 KUDL.

23. **Sales Tax.** KUDL 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.

25. **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 & Recreation. Any approval, consent, or notice required hereunder by or to KUDL 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 & Recreation
Jackson County, Missouri
22807 Woods Chapel Road
Blue Springs, MO 64015

To KUDL:

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

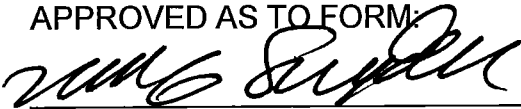
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in duplicate originals.

JACKSON COUNTY, MISSOURI

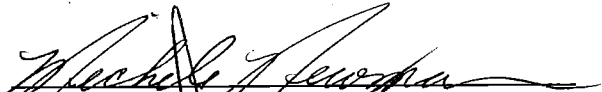


Michael D. Sanders
JACKSON COUNTY EXECUTIVE

APPROVED AS TO FORM:

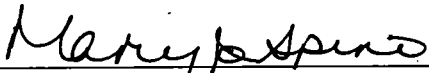


William G. Snyder
ACTING COUNTY COUNSELOR



Michele Newman, Director
Jackson County Parks & Recreation

ATTEST:



Mary Jo Spino
Clerk of County Legislature

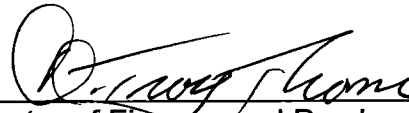
By: _____

David Alpert
Vice President and Market Manager
Entercom Kansas City, LLC d/b/a KUDL

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 \$14,000 which is hereby authorized.

October 29, 2010
Date


Director of Finance and Purchasing
Acct. # 003-1601-6210 \$ 12,500
300 1670-6790 \$ 1,500

16012010006



MASTER TRADE AGREEMENT

Date: 10/1/2010

Section 1 – Advertiser Information

Advertiser Name: Jackson County Parks & Recreation Tax I.D. #

To Be Logged As: Jackson County P&R

Advertiser Address: 2807 Woods Chapel Road

City: Blue Springs State: MO Zip: 64012

Mailing Address (if different)

City: State: Zip:

Phone: Fax:

Contact Name: Michelle Newman

e-mail: mnewman@jacksongov.org

Account Executive: Marcy Caldwell

Section 2 – Agreement Specifics

Value of Air Time \$22,000 Valid from: 1/1/2011 To: 12/31/2011

Product to be advertised:

Value of Goods or Services: \$22,000

Valid from: 11/24/2010 To: 12/24/2010

Description of merchandise/services rendered to station:

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 broadcast advertising 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 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 for make goods to which 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 Vice President/General Manager 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 or services that are described herein in exchange for the Broadcast Advertising 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 Vice President/General Manager. 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 this transaction. Advertiser warrants that the goods and services provided hereunder shall be merchantable and/or will be performed in a workman-like manner and will be fit for Station's intended use. Advertiser agrees to indemnify and hold 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 to 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 agreement by written acceptance hereof or by commencing any work or deliveries in pursuance of this order 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 agreement and this agreement shall be deemed accepted by Advertiser without said additional or different terms. If this agreement is deemed an acceptance of a prior offer by Advertiser, such acceptance is expressly conditioned on Advertiser's assent to any additional or different terms contained herein.

Section 4 – Authorized Signatures of Acceptance

The following agree that the terms & 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: Select Station

Title: _____
Must be signed by VP or Market Manager

Date: 10-4-10

Advertiser: 

Title: Michael D. Sanders
JACKSON COUNTY EXECUTIVE

Date: 11-2-10