



City of New Port Richey
Parks and Recreation Department
Special Event Application

*All applications must be submitted at least 45 days prior to the event, but no more than 12 months before the event.

* Do not advertise our event until you receive an approved event permit.

Submit original signed and notarized application along with \$100 application fee to the following:

City of New Port Richey
Parks and Recreation Department
6630 Van Buren Street
New Port Richey, FL 34653

APPLICANT

Name of Applicant: DAVID A. DORSEY CPA PA

Title (if applicable): Executive Board Member / Treasurer

Name of Organization: Greater New Port Richey Main Street Inc

Is your organization tax exempt? Yes No If yes, please attach documentation.

Is your organization a non-profit? Yes No If yes, please attach documentation.

Mailing Address: 5837 Main Street
Street Address

New Port Richey City FL State 34652 Zip Code

Phone: 727-842-8066 Daytime Phone 727-846-0556 Cell Phone

Email: David@DAVIDADORSEY.COM

Cleanup Time(s): Immediately After Event Completion

Will this be an annual event? Yes No If yes, next year's date(s) April 19, 20, 21, 2019

EVENT LOGISTICS

1. Estimated Attendance (Includes event crew, participants, and spectators):

8,000 - 10,000 /low This Year 8,000 - 10,000 /low Last year

Maximum number at peak time: 2,500

2. Will alcohol be served or sold? Served Sold No Alcohol

3. Approximate number of food vendors: 12-14

*Event promoter is responsible for obtaining copies of all licenses and insurance from each vendor and providing the same to the City. All vendors must be listed on the site plan.

4. Approximate number of all other vendors along with type i.e. crafts, sponsors, informational
*May need to provide copy of certificate of insurance in a form acceptable to the City for each vendor:

Arts + Crafts - 20; Commercial Vendors - 12; Food + Beverage - 12-14;
Kids Zone Activity Vendors - 4; Boats, Personal Watercraft + Marine
related Products - 20; Disaster Expo Vendors - 10; Channel Car Show - 1;
Ductona Race - 1

5. Will electricity be required?: Yes No Source Parks + Recreation Dept

Location of electricity _____

*City electric is available around the Sims Park Circle, panel box near the river, and the North and South side of Orange Lake. If an event requires additional locations, the event must provide an alternative.

6. List event equipment (Include things such as seating, tents, booths, and trucks. These should all be listed on site map as well.) 60 - 10x10 Tents, Food Trucks; 10x20 VIP Tent

20 each Cocktail Tables, Misc. Tables + Chairs

7. List entertainment type (bands, DJ, dancers, clowns, etc.): Blues Festival Bands

If yes complete the following:

Date(s) of street closure: Begin Friday - April 20, 2018 7:00 AM End until End of Disaster Expo

Time of street closure: Begin Sunday April 22, 2018 9:00 AM End until End of Car Show

List street(s) to be closed: Grand Blvd - from Indiana to Circle where Grand Blvd into Circle Bank Street - See Map - Grand Blvd from Bank to Circle Nightly Closures

*A letter must be delivered to all residents that will be directly impacted by a road closure. Attach letter along with addresses to this application.

14. Will there be a parade? Yes No

If yes complete the following:
Street(s) that will be utilized for parade route: _____

Time assembly to begin: _____

Time parade starts: _____

Total number of units in parade: _____

Number of people in the parade: _____

Number of vehicles in the parade: _____

Number of animals in parade: _____

Number of floats: _____

Number of bands: _____

*Attach parade route map to application.

15. Will there be a running/walking/biking/water event? Yes No

As the applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the event policy and procedure manual, the resolution and City ordinance pertaining to Special Events, the event rules, guidelines, requirements, for tents and all policies, rules, regulations, and code provisions of the City of New Port Richey. I understand that any violations may result in immediate cancellation and revocation of the Event Permit. I further certify that all facts contained in this request are accurate.

For events on public property, I agree to obtain and furnish the City of New Port Richey with a certificate of general liability insurance in the amount of \$1,000,000.00 or greater as deemed by the City Risk Manager. The insurance must name the City of New Port Richey as an additional insured.

I understand incomplete applications or any outstanding financial obligations with any department within the City of New Port Richey may result in a denial of my request.

Print Name of Applicant or Authorized Representative: David A. Dorsey

Signature of Applicant or Authorized Representative: [Signature]

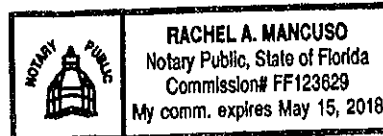
Date: 2-17-18

Subscribed and sworn to before me this 12th day of February, 2018
Who is personally known to me and/or produced [Signature] as identification.

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public: Rachel Mancuso

My Commission expires: May 15, 2018



Hold Harmless Agreement

I Greater New Port
DAVID A. DORSEY, Treasurer - Richey Main Street Inc, agree to protect the City of New Port
Richey, Florida against all losses arising out of claims, in connection with the
19th Annual Coteau River Jaiquest

Without limiting the generality of the foregoing, and all workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The _____
Further agrees to investigate, handle, respond to, provide defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false or fraudulent.

In any case in which such indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

Certification:

I David A Dorsey do certify that I am Treasurer
of Greater New Port Richey Main Street Inc,
and that I am authorized to issue this hold harmless agreement; and that this hold harmless agreement is defined as an insured contract under a commercial general liability insurance policy currently in effect for the entity/organization.

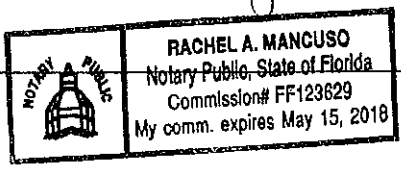
Signature of applicant: [Signature]

Date: 2/12/17

STATE OF FLORIDA, COUNTY OF PASCO

Notary Public Rachel Mancuso

My Commission Expires: May 15, 2018





BOARD OF DIRECTORS 2017-2018

STEVE SCHURDELL – PRESIDENT/Promotion

HITS106 WGHR 106.3 FM
13825 US HWY 19, STE 400
HUDSON, FL 34667
PHONE: 727-697-1063 / 727-439-1984
EMAIL: STEVE@GREATESTHITS106.COM

ROBERT (BOB) SMALLWOOD – VICE PRESIDENT/Promotion

REALTOR, FI GREY & SON INC.
NEW PORT RICHEY, FL 34652
PHONE: 727-267-5863
EMAIL: SMALLWOOD.BOB@GMAIL.COM

DAVID A. DORSEY – TREASURER

FINANCE; PROMOTION COMMITTEE
DAVID A. DORSEY, CPA, PA
6105 MAIN STREET
NEW PORT RICHEY, FL 34653
PHONE: 727-846-0556
EMAIL: DAVID@DAVIDADORSEY.COM

PATTI AMMONS – SECRETARY

PROMOTION CHAIR

NEW PORT RICHEY, FL
EMAIL: PATAMMONS@LIVE.COM

DEBBIE LEONE – PAST PRESIDENT/Organization

OWNER, INDEPENDENT PRINTING
5613 GULF DR.
NEW PORT RICHEY, FL 34652
PHONE: 727-848-8991
EMAIL: DLEONE@INDEPENDENTPRINTING-NPR.COM

STAFF

NANCY D. BROTKO, DIRECTOR
NEW PORT RICHEY MAIN STREET
5837 MAIN STREET
NEW PORT RICHEY, FL 43652
PHONE: 727-842-8066
EMAIL: NANCY@NPRMAINSTREET.COM

PASCO COUNTY HEALTH DEPARTMENT
TEMPORARY EVENT SANITATION APPLICATION

This form is to be completed and submitted to:
Pasco County Health Department
Environmental Health Services

5640 Main Street
New Port Richey, FL., 34652
(727) 841-4425 opt. 5
FAX (727) 484-3866

13941 15th Street
Dade City, FL., 33525
(352) 521-1450 opt. 5
FAX (727) 484-3866

1. Name of Event: 19th Annual Cotee River SeaFest
2. Sponsor/Applicant/Agent Name: Greater New Port Richey Main Street Inc.
3. Mailing Address (for the above): 5837 Main Street New Port Richey FL 34652
4. Telephone (for the above): 727-842-8066
5. Location of Event: Sioux Park
(copy of site plan required)
6. Expected Number of attendance (per day): 2,500 (Peak)
7. Duration of Event (days/dates/times): Thursday April 19, 2018 Friday April 20, 2018
Saturday April 21, 2018 Sunday April 22, 2018
Monday April 23, 2018
8. Will Overnight Camping Be Allowed: YES _____ NO X
9. Toilet service provided by: Port-o-Potty
(copy of contract required)
10. Dumpsters/Trash pick-up provided by: Progressive Waste
(copy of contract required)
11. Handwashing sinks provided by: Port-o-Potty
(copy of contract required)
12. Will Food Service be provided: YES X NO _____ (if Yes provide a list of vendor names)

The above () does () does not comply with the minimum requirements of Chapter 64E-6.010 of the Florida Administrative Code.

When this form is completed, fee paid and Pasco County Health Department has signed off, return to:

Pasco County Government Complex
Development Review Division

OR

City Government Complex
(that the event is being held in)

[Signature]
Signature of Applicant/Agent/Sponsor

Pasco CHD Representative

Date

Date

FEE: \$30 / \$60.00

Date Paid: _____

Receipt # _____

Florida Department of Health – Pasco County
Environmental Health Services
5640 Main Street, New Port Richey, Florida 34652
PHONE: 727/ 841- 4425 opt. 5 • FAX (727) 484 -3866



PRESENTS



Dear Resident/Homeowner,

We are writing to remind you that we have a special event scheduled for Sims Park and Orange Lake on April 20st, 21nd, 22nd 2018. The 19th Annual *"2018 Cotee River Seafest"*.

This event will require some street closures on Grand Blvd. between Bank St. and alley by New Port Richey Main Street building.

Traffic for these days will be diverted east on Indiana Avenue and south on Adams St. We will also have a "soft barrier" at Grand and Massachusetts that will say "Local Traffic Only", so most of the southbound traffic on Grand will be diverted east on Massachusetts.

There may also be event attendees parking along the streets in your neighborhood; nothing different from any other special event.

We thank you for your patience in allowing us to put on events that show off our beautiful downtown and parks. We invite you to stop by for some great music, tasty seafood and many family activities!

Thank you again.

Cotee River Seafest
Promotions Team

Greater New Port Richey Main Street, Inc.

PRESENTS: COTEE RIVER SEAFOOD AND BLUES FESTIVAL

SPONSORED BY:

ALL PRIVATE RESIDENCES AND BUSINESSES

6533 Circle Blvd	Community Congregational Church
6431 Circle Blvd -	WP Historical Society Museum
6501 Circle Blvd -	
6503 Circle Blvd-	
6505 Circle Blvd	
6509 Circle Blvd	
6515 Circle Blvd	
6525 Circle Blvd	
6334 Circle Blvd	
6541 Circle Blvd	
6543 Circle Blvd	
6545 Circle Blvd	
6549 Circle Blvd	

6522 Washington St
6528 Washington St
6529 Washington St

6332 Grand Blvd	Bissi & Associates – Disability Advocates, LLC
6335 Grand Blvd	GulfCoast Networking
6337 Grand Blvd	Richard C. Williams Jr., PA Attorney at Law
6341 Grand Blvd	Law Offices of Samuel Williams
6324 Grand Blvd	Little Coronas Cigar Lounge

McPherson → Keenan
Suzanne



WASTE CONNECTIONS
Connect with the Future

GREATER NEW PORT RICHEY,

We at Waste Connections Are confirming the 30 yd container to be delivered Thursday April 19th, 2018 and removed Monday April 23rd, 2018 for The Cottee River Seafest Event being held in Sims Park New Port Richey.

Sincerely,

Nick Chieco

NICK CHIECO



Music License for Festivals / Special Events

1. DEFINITIONS

- (a) "Benefit Event(s)" shall mean a public entertainment, performance or social event held to raise funds for a specific person or cause in which all proceeds, less Direct Expenses, are donated to charity.
- (b) "Direct Expenses" shall include, but is not limited to, normal stage props and equipment unless the entity or person rendering or presenting entertainment services specifically requires specialized stage props and equipment.
- (c) "Entertainment Costs" shall mean the total monies expended for a Festival or Special Event by LICENSEE or LICENSEE's authorized representatives for main and supporting artists and/or acts, and all monies paid (including the cost of room, board and transportation) to performers, supporting musicians, booking agents, and agents of the performers. The term "Entertainment Costs" shall not include "Direct Expenses".
- (d) "Facility" shall include, but not be limited to, a concert hall, stadium, auditorium, civic center, coliseum, theatre, amphitheater, museum, library, stage, restaurants/nightclubs or similar venues whether enclosed or not, where a Festival or Special Event may be presented, located within the United States of America, its territories and possessions.
- (e) "Festival(s)" shall mean any musical event(s) lasting more than one consecutive day, not to exceed 14 days duration, that features multiple musical acts/headliners which vary from day to day and for which one ticket is available for all days (regardless of whether daily passes can be purchased). Festival(s) in this Agreement *do not extend to concert series or like performances.*
- (f) "Gross Ticket Revenues" shall mean the total monies received, directly or indirectly, by LICENSEE or their authorized representatives from all ticket sales per musical event or Festival. The term "Gross Ticket Revenues" shall not include: 1) federal, state and/or local taxes; 2) building/facility charge per ticket sold; 3) ticketing agent/service charge placed on each ticket sold; or 4) facility parking fees. Should the artist/performing act(s) choose to donate a portion of their fees for a specific musical event or Festival from each ticket sale to a particular charity, then the appropriate deduction may be taken from the "Gross Ticket Revenues"; provided however, that BMI be given copies of said artist/performing act(s) agreement(s) stipulating such with the exact amount of the charitable donation per ticket sold.
- (g) "Special Event(s)" shall mean any musical event(s) which shall include variety shows (excluding circuses), pageants and other similar spectator events (including events sponsored by charitable organizations or for charitable purposes) that include music, whether or not music is the principal type of entertainment.
- (h) "Seating Capacity" shall mean the total number of seats permanently affixed in the Facility where the musical event is presented plus any temporary seats added within the Facility for a particular musical event. If the total number of tickets available for the musical event shall be less than that of the permanent Seating Capacity of the Facility, "Seating Capacity" shall mean the total number of seats available for the particular musical event. If a Facility does not have permanent seating, "Seating Capacity" shall mean the total number of persons attending a particular musical event. If a Facility has lawn seating, then "Seating Capacity" shall mean the total number of seats permanently affixed in the Facility, in addition to total general admission tickets available to the lawn area as determined by the local Fire Marshall.

2. BMI GRANT

- (a) BMI hereby grants to LICENSEE, for the Term of this Agreement, a non-exclusive license solely to perform, present or cause the performance of, as part of Festival(s), Benefit Event(s) or Special Event(s), all the musical works as to which BMI shall have the right to grant public performance licenses during the Term hereof. This grant shall extend to performances of live or recorded music performed in conjunction with the musical event before, after or during the intermission. Such license shall be restricted to the performance of music in the manner described herein, and is granted in consideration of payment of the license fees as set forth herein and is subject to all of the terms and conditions hereof. This license does not include: (i) dramatic rights, the right to perform dramatico-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to use the music licensed hereunder in any context which may constitute an exercise of the "grand rights" therein; (ii) the right to simultaneously broadcast, telecast, cablecast, or otherwise transmit (including by the Internet or on-line service) the performances licensed hereunder to persons outside of the Facility in which they originate; or (iii) performances of music by means of a coin-operated phonorecord player (jukebox).
- (b) BMI reserves the right at its discretion to withdraw from the license granted hereunder any musical work as to which any legal action has been instituted or a claim made that BMI does not have the right to license the performing rights in such work or that such work infringes another composition.

3. INDEMNITY BY BMI

BMI agrees to indemnify, save harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the public performance of any copyrighted works licensed under this Agreement. This indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE's performances. BMI will, upon reasonable written request, advise LICENSEE whether particular musical works are available for performance as part of BMI's repertoire. LICENSEE shall provide the title and the writer/composer of each musical composition requested to be identified. LICENSEE agrees to give BMI immediate notice of any such claim, demand or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

4. BREACH OR DEFAULT/WAIVER

Upon any breach or default of the terms and conditions of this Agreement, BMI has the right to cancel this Agreement, but any such cancellation shall only become effective if such breach or default continues thirty (30) days after the date of BMI's written notice to LICENSEE. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances will be a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this Paragraph.

5. FEES

- (a) LICENSEE agrees to pay BMI a fee for each performance of a Festival/Special Event, for which there is paid admission, computed on the basis set forth in Schedule A of this Agreement; LICENSEE agrees to pay BMI a fee for each performance of a Festival/Special Event, which is free to attendees, computed on the basis set forth in Schedule B; or, in the case of a Benefit Event, LICENSEE agrees to pay BMI a fee for each performance computed on the basis set forth in Schedule C of this Agreement.

SCHEDULE A

LICENSE FEE SCHEDULE FOR EACH FESTIVAL OR SPECIAL EVENT <u>WITH PAID ADMISSION</u>	
Attendance	License Fee
0 – 9,999	0.4% of gross ticket revenue (or \$225*, whichever is higher)
10,000 or More	0.3% of gross ticket revenue (or \$225*, whichever is higher)

SCHEDULE B

LICENSE FEE SCHEDULE FOR EACH FESTIVAL OR SPECIAL EVENT WHICH IS <u>FREE TO ATTENDEES</u>
The License Fee Rate for Festivals or Special Events which are free to attendees (no ticket cost) shall be one and one half percent (1½%) of LICENSEE's Total Entertainment Costs for each Festival or Special Event or \$225.00* for each Festival or Special Event, whichever is higher.

SCHEDULE C

LICENSE FEE SCHEDULE FOR BENEFIT EVENT			
Seating Capacity	Fee Per Benefit Event	Seating Capacity	Fee Per Benefit Event
0 to 250	\$18.00	7,501 to 10,000	\$145.00
251 to 750	\$21.00	10,001 to 15,000	\$220.00
751 to 1,500	\$32.00	15,001 to 20,000	\$301.00
1,501 to 2,500	\$53.00	20,001 to 25,000	\$364.00
2,501 to 5,000	\$78.00	25,001 to 40,000	\$399.00
5,001 to 7,500	\$104.00	40,001 or over	\$554.00

* \$225 minimum fee for contract year 2012 shall be CPI adjusted annually pursuant to Paragraph 5(c)

- (b) The minimum fees billed and payable for:
- (i) Schedule A Festival/Special Event for which there is *Paid Admission*: minimum fees shall be \$225 per Festival/Special Event for contract year 2012 and shall be CPI adjusted annually pursuant to Paragraph 5(c) for each subsequent contract year.
 - (ii) Schedule B Festival/Special Event which is *Free To Attendees*: minimum fees shall be \$225 per Festival/Special Event for contract year 2012 and shall be CPI adjusted annually pursuant to Paragraph 5(c) for each subsequent contract year.
 - (iii) Schedule C Benefit Event: minimum fees shall be \$225 for contract year 2012 and shall be CPI adjusted annually pursuant to Paragraph 5(c) for each subsequent contract year, or total Schedule C fees, whichever is higher.
- (c) The minimum fee for each contract year after 2012 will be adjusted in accordance with the increase in the Consumer Price Index – All Urban Consumers (CPI-U) between the preceding July and the next preceding July, rounded to the nearest dollar.
- (d) When a musical event is believed to be comprised entirely of musical compositions for which BMI shall not have the right to grant public performance licenses, LICENSEE may, at its option, submit a schedule, including writer and publisher information, for all those musical compositions performed at said musical event, *including opening acts and recorded music, if any*, and in those instances in the opinion of BMI, where all of the musical compositions performed at said musical event are ones to which BMI does not have the right to grant public performance licenses, no fee shall be due and payable to BMI. In the event no schedule is submitted to BMI, LICENSEE must pay the applicable fee for said musical event pursuant to Schedule A or Schedule B, or in the case of a Benefit Event, LICENSEE must pay the applicable fee for said musical event pursuant to Schedule C of this Agreement.
- (e) For each contract year after 2009 to which this Agreement extends, the license fees outlined in Schedule C shall be adjusted in accordance with the increase in the Consumer Price Index – All Urban Consumers (CPI-U) between the preceding July and the next preceding July, rounded to the nearest dollar.

6. REPORTING OF FESTIVALS OR SPECIAL EVENTS/PAYMENT

- (a) At the time that LICENSEE makes payment to BMI pursuant to this Agreement, LICENSEE shall furnish BMI, with a report on forms available from BMI, signed by an officer or auditor or otherwise authorized signatory of LICENSEE, covering performances of musical events occurring during the applicable reporting period. Such report shall include the date(s) of the Festival, Special Event or Benefit Event, name of each Festival, Special Event or Benefit Event, Facility name (including address, city and state) where the musical event took place, and:
- (i) In the case of a Festival or Special Event With Paid Admission (Schedule A), such statement shall include the attendance and Gross Ticket Revenue (as defined in Paragraph 1(f) herein) for each Festival or Special Event.
 - (ii) In the case of a Festival or Special Event Which is Free to Attendees (no ticket cost) (Schedule B), such statement shall include the Total Entertainment Costs (as defined in Paragraph 1(c) herein) for each such Festival or Special Event.
 - (iii) In the case of a Benefit Event (Schedule C), such statement shall include the Seating Capacity (as defined in Paragraph 1(h) herein) of the venue and the designated benefactor of such Benefit Event.
- (b) A statement shall be furnished to BMI by LICENSEE for each reporting period during the Term of the Agreement, regardless of whether or not any performances occurred during that period. LICENSEE's report shall also include performances of musical events where another person, entity or venue is responsible for paying the license fee on behalf of LICENSEE.

(c) During each contract year of this Agreement, LICENSEE estimates that it will present:

**CHECK
APPROPRIATE
BOX**

- | |
|--|
| <input type="checkbox"/> One Festival, Special Event or Benefit Event per year (herein called "Class 1 Presenter") or |
| <input checked="" type="checkbox"/> Two or More Festivals, Special Events or Benefit Events per year (herein called "Class 2 Presenter") |

(d) If LICENSEE is a **Class 1 Presenter**, LICENSEE shall submit its first report for the period beginning on the first day of this Agreement and ending December 31st of same year. The first report shall be estimated for period beginning on the first day of this Agreement. The license fee payable pursuant to said report shall be payable in full upon execution of this Agreement by LICENSEE. For all calendar years following the period of this first report, LICENSEE shall submit its report and make payment to BMI no later than twenty (20) days following the occurrence of the Festival or Special Event. Should LICENSEE fail to report and submit payments to BMI within thirty (30) days after the specified date, then BMI will apply estimated billings to the account based on the prior year's figures for such LICENSEE. Any difference between the actual and estimated fee shall be payable at that time. If LICENSEE overestimated its first period's fee, then LICENSEE's account shall be credited with the difference.

(e) If LICENSEE is a **Class 2 Presenter**, LICENSEE shall report and pay quarterly. The first report shall be estimated for the period beginning on the first day of this Agreement and ending March 31st, June 30th, September 30th or December 31st, whichever comes first in same year. The license fee payable pursuant to the first estimated report shall be payable upon execution of this Agreement by LICENSEE. Within twenty (20) days after the end of the first estimated report period, LICENSEE shall submit its report setting forth the Festival(s) or Special Event(s) which actually were presented during that period. Any difference between the actual and estimated fee shall be payable at that time. If LICENSEE overestimated its first period's fee, LICENSEE's account shall be credited with the difference. For all subsequent quarterly periods, reports and payments shall be due on the twentieth (20th) day of January, April, July and October of each year of this Agreement for all Festival(s) or Special Event(s) presented during the prior calendar quarter. Should LICENSEE fail to report and submit payments to BMI within thirty (30) days after the specified date, then BMI will apply estimated billings to the account based on the prior quarter's figures for such LICENSEE.

7. EXAMINATION OF BOOKS AND RECORDS

(a) BMI shall have the right to verify such data or information that is required to be furnished by LICENSEE pursuant to Paragraph 6, by BMI's authorized representatives, at any time during customary business hours, and upon thirty (30) days advance written notice, examining those portions of LICENSEE's books and records of account to such extent as may be necessary to verify any and all statements and/or accountings made hereunder. BMI shall consider all data and information coming to its attention as the result of any such examination of LICENSEE's books and records confidential.

(b) In the event BMI discovers an inaccuracy in any information reported by LICENSEE pursuant to Paragraph 6, either through an examination of LICENSEE, or otherwise, and as a result it is revealed that LICENSEE underpaid license fees to BMI, and the correct license fee is not paid to BMI within thirty (30) days of BMI's notice to LICENSEE of the inaccuracy or underpayment, then LICENSEE shall pay a late payment charge on the additional license fees due as a result of the examination(s) of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the license fees should have been paid pursuant to this Agreement. If such payment is still not received within ninety (90) days of BMI's notice to LICENSEE of the inaccuracy or underpayment, then the license granted by this Agreement shall be terminated by BMI immediately.

8. LATE PAYMENT CHARGE

BMI may impose a late payment charge of one and one-half percent (1½%) per month from the date any payment is due hereunder on any payment that is received by BMI more than one month after the due date.

9. ARBITRATION

All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement, not subject to the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) are to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

10. OFFER OF COMPARABLE AGREEMENT

In the event that BMI, at any time during the Term of this Agreement, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the Term, offer LICENSEE a comparable agreement.

11. CANCELLATION BY LICENSEE

If LICENSEE permanently ceases to present Festival(s), Special Event(s) or Benefit Event(s), this Agreement and LICENSEE's obligation to BMI shall thereupon terminate, provided, that LICENSEE shall, within ten (10) days thereafter, give written notice of such termination to BMI, setting forth the effective date thereof and that LICENSEE shall submit all reports and pay to BMI all fees due hereunder until said effective date.

12. NOTICES

All notices, if any, under this Agreement will be in writing and deemed given upon "mailing," when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notices sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or such other person as LICENSEE may advise BMI in writing.

13. OKLAHOMA RATE CHANGE NOTICE

BMI shall notify LICENSEE of any rate change thirty (30) days prior to the expiration date of this Agreement.

14. COLORADO 72 HOUR REVIEW

LICENSEE shall have the right to rescind the Agreement for a period of seventy-two (72) hours after the execution of the Agreement.

15. MISCELLANEOUS

This Agreement is the entire understanding between the parties, will not be binding until signed by both parties, and cannot be waived or added to or modified orally, and no waiver, addition or modification will be valid unless in writing and signed by the parties. This Agreement is executed by the duly authorized representative of BMI and LICENSEE. The rights of LICENSEE are not assignable. This Agreement, its validity, construction and effect, will be governed by the substantive laws of the State of New York. The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. All headings in this Agreement are for the purpose of convenience and shall not be considered to be part of this Agreement.

16. TERM OF AGREEMENT

The initial Term of this Agreement shall begin on January 1, 2012 and end on December 31, 2012 and shall continue thereafter for additional periods of one (1) year each, unless cancelled by either party at the end of the initial contract year or any subsequent contract year, upon not less than sixty (60) days advance written notice by regular U.S. mail to the other party. Each one (1) year period is a "contract year". BMI shall have the right to cancel this Agreement along with the simultaneous cancellation of the agreements of all other licensees of the same class and category as LICENSEE, at the end of the initial contract year or as of the end of any month during any subsequent contract year, upon sixty (60) days advance written notice.

AGREEMENT

AUG 30 2012

THIS AGREEMENT made and entered into on (Date will be entered by BMI upon execution) _____ between BROADCAST MUSIC, INC., a corporation with principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030, herein referred to as BMI, and the entity described below and herein referred to as LICENSEE.

LEGAL NAME Greater New Port Richey Main Street, Inc. <small>(Name of Corporation, Partnership, or Individual Owner)</small>		LICENSED PREMISES 6231 Grand Blvd <small>(Street Address)</small>	
TRADE NAME SAME <small>(Doing business under the name of)</small>		New Port Richey <small>(City)</small>	FL 34652 <small>(State) (Zip)</small>
PLEASE CHECK APPROPRIATE BOX		727-842-8066 <small>(Telephone Number)</small>	N/A <small>(Fax Number)</small>
<input type="checkbox"/> Individual Ownership	<input checked="" type="checkbox"/> Corporation <u>FLORIDA</u> <small>(State of Incorporation, if different from Licensed Premises)</small>	Beth Louise Fregger <small>(Contact Name)</small>	Executive Director <small>(Title)</small>
<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership <small>(Enter names of partners)</small>	beth@npmainstreet.com <small>(Email Address)</small>	nprmainstreet.com <small>(Web Address)</small>
<input type="checkbox"/> LLP	<input type="checkbox"/> Other _____	MAILING ADDRESS <small>(if different from Licensed Premises)</small>	
<input type="checkbox"/> Other _____	Federal Tax ID No. <u>59-2684075</u>	<small>(Street Address)</small>	
GOVERNMENT ENTITIES <small>(if applicable, please check one)</small>		<small>(City) (State) (Zip)</small>	
<input type="checkbox"/> Federal	<input type="checkbox"/> State _____ <small>(State)</small>	<small>(Telephone Number) (Fax Number)</small>	
<input type="checkbox"/> Local _____ <small>(Municipality/City and State)</small>		<small>(Contact Name) (Title)</small>	
		<small>(Email Address - if different from above)</small>	

TO BE COMPLETED BY LICENSEE

By signing this Agreement you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein.

(SIGN HERE - PLEASE INCLUDE PAYMENT)

Beth Louise Fregger
Signature

Beth Louise Fregger / Executive Director
Print Name / Title

Signatory Email Address*
(if different from above)

*In order to receive a copy of your executed Agreement, please provide the email address of the Signatory.

FOR ADMINISTRATIVE USE ONLY

TO BE COMPLETED BY BMI

BROADCAST MUSIC INC.

Michael O'Neill
Michael O'Neill
Senior Vice President, Repertoire and Licensing

PLEASE RETURN THIS ENTIRE SIGNED LICENSE AGREEMENT TO:
BMI, 10 MUSIC SQUARE E., NASHVILLE, TN 37203

FOR BMI USE ONLY		FSE1	LI-2011/SEPT
<u>1102291</u> ACCOUNT NO.	<u>F9903007640</u> COID	W E B	EFFECTIVE: January 2012



* BMI and the music stand symbol are registered trademarks of Broadcast Music, Inc.

CONCERTS AND RECITALS-BLANKET LICENSE AGREEMENT

between American Society of Composers, Authors and Publishers

("ASCAP"), located at 2 Music Square West, Nashville, TN 37203

by Greater Newport Richey Main Street Inc

("LICENSEE"), located at 5919 Main St
New Port Richey, FL 34652

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly or cause to be performed publicly at concerts or recitals ("concerts") in the United States presented by or under the auspices of LICENSEE, and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." For purposes of this Agreement "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published prior to or during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(b) This license shall be for an initial term commencing January 1, 2016 and ending December 31 of the same calendar year, and shall continue thereafter for additional terms of one year each unless either party terminates it by giving the other party notice at least 30 days before the end of the initial or any renewal term. If such notice is given, the license shall terminate on December 31 of the year in which notice is given.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except upon the express written consent of the parties, but no assignment shall relieve the parties of their respective obligations as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(b) This license is strictly limited to the LICENSEE and to the premises where each concert is presented, and does not authorize any other performances other than those given at the premises as part of licensed concerts. This license shall not cover concerts for which the information required under Paragraph 3. of this Agreement has not been provided.

(c) This license does not authorize the broadcasting or telecasting or transmission by wire, internet, webcasting, on-line service or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the premises where each concert shall be presented.

(d) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;
- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;

(iv) performance of a concert version of a "dramatico-musical work;" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.

(c) This license does not authorize the performance of any special orchestral arrangements or transcriptions of any musical composition in the ASCAP repertory, unless such arrangements or transcriptions have been copyrighted by members of ASCAP or foreign societies which have granted ASCAP the right to license such performances. ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory.

(f) ASCAP reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

(g) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

(h) This license is limited to the United States, its territories and possessions and the Commonwealth of Puerto Rico.

3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees, to pay ASCAP the applicable license fee for each concert presented based on the Rate Schedule, attached to and made a part of this Agreement.

(b) Fifteen days after the end of each calendar quarter of this Agreement, LICENSEE shall submit to ASCAP a report in printed or computer readable form stating whether concerts were presented during the previous quarter. For each concert presented during the previous quarter, the report shall state:

- (i) the date presented;
- (ii) the name of the attraction(s) appearing;
- (iii) the name, location and seating capacity of the venue where the concert was presented (Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.);
- (iv) the "Gross Revenue" of the event ("Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each concert. Gross revenue shall not include per ticket entertainment, amusement, or sales taxes, commissions or fees paid to automated ticket distributors, such as "Ticketmaster," per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.) LICENSEE may deduct from "Gross Revenue" the portion of the ticket price donated by the performing artist to a specific charity, provided that the deduction may not exceed \$5.00. The LICENSEE shall furnish ASCAP with a copy of the artist agreement setting forth the exact amount of the charitable donation per ticket sold;
- (v) if the concert is a "Benefit Event," the name and address of the organization for which the benefit is conducted. "Benefit Event" means a concert which is not exempt from copyright liability under Section 110(4) of the United States Copyright Law, and which is held to raise money for a specific, bona fide charitable institution or cause, not affiliated in any way with LICENSEE, to which all the proceeds from the concert, after deducting the reasonable costs of producing the concert, are donated. LICENSEE, upon ASCAP's request, shall provide documentation of expenses and proof of payment to the institution or cause;
- (vi) the license fee due for each concert; and
- (vii) the total license fees due for the previous quarter.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Freeway Insurance Florida #29 7377 Spring Hill Drive Spring Hill, FL 34606 Phone (352) 688-0109 Fax (352) 688-6050		CONTACT NAME: KAYE T. HERMANN PHONE (A/C, No, Ext): (352) 688-0109 FAX (A/C, No): (352) 688-6050 E-MAIL ADDRESS: khermann@freewayinsurancefl.com	
INSURED GREATER NEW PORT RICHEY MAIN STREET, INC. 5837 MAIN ST. NEW PORT RICHEY FL 34652		INSURER(S) AFFORDING COVERAGE INSURER A: CAPITAL SPECIALTY INS. CORP. NAIC # 10328 INSURER B: CAPITAL SPECIALTY INS. CORP. 10328 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

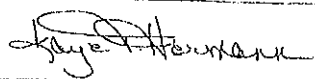
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	CS02397223-04	06/28/2017	06/28/2018	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	CS02397223-04	06/28/2017	06/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LIQUOR LIABILITY 1,000,000/1,000,000
 CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LAIBILITY.

19TH ANNUAL COTEE RIVER SEAFEST: APRIL 20, 21, 22, 2018

CERTIFICATE HOLDER PASCO COUNTY BOCC 8731 CITIZENS WAY NEW PORT RICHEY, FL. 34654	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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