

**LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY AGRICULTURE
AND EQUESTRIAN CENTER
BETWEEN ALACHUA COUNTY AND
Stellar Entertainment Group, Inc**

THIS LICENSE AGREEMENT ("License Agreement"), made and entered into this 8 day of Jan, 2020 ~~XXXX~~, by and between Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as "County", and Stellar Entertainment Group, Inc., a for-profit corporation organized under the laws of the state of Florida, whose principle business address is 2187 Siesta Dr. Sarasotaa, Fl 34239, hereinafter referred to as "Licensee". Collectively, the County and the Licensee shall be referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Agricultural and Equestrian Center located at 23100 W. Newberry Road, Newberry, Florida 32669 (the "Center"); and

WHEREAS, the Parties hereto desire to enter into a License Agreement to establish the rights and obligations of the Parties with regard to use of the Center by Licensee.

NOW, THEREFORE, in consideration of the Payment set forth in Paragraph 3, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually covenant and agree as follows:

1. Term. This License Agreement is effective beginning on the date the last of the Parties executes this License Agreement and expires when Licensee has performed all of its duties, obligations, and responsibilities hereunder, unless extended in writing by the Parties or terminated earlier by the County pursuant to the terms of this License Agreement.

2. Property. This License Agreement is for the use of those portions of the Center described in the Event Cost Estimate attached hereto and incorporated into this License Agreement as "**Exhibit A**" (the "Facility"). The Licensee is not authorized to use, and shall not use or allow its invitees to use, any other portion of the Center. Licensee agrees, understands and acknowledges that horseback riding and other equestrian activities are inherently dangerous activities. **The COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE CENTER OR FACILITY FOR LICENSEE'S INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY,**

PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE CENTER OR FACILITY, AND LICENSEE AGREES THAT IT HAS NOT RECEIVED OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY. Licensee hereby acknowledges, agrees, represents and warrants that it has inspected the Facility and has, in its sole and exclusive discretion, determined that the Facility is suitable for Licensee's intended uses of the Facility in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition.

3. Facility Use Payment. Upon execution of this License Agreement, Licensee shall pay the County the sum of \$ \$1500 plus extras in accordance with Event Cost Estimate ("Exhibit A"). The Licensee shall be in default, and the County may terminate this License Agreement, if payment of the required fees as outlined in "Exhibit A" are not received in accordance with the payment schedule included within Center/Facility Rules and Regulations attached hereto and incorporated into the License Agreement as **Exhibit "C"**.

4. Security Deposit. Upon execution of this License Agreement, Licensee shall pay to the County a Security Deposit in the amount of \$ \$375.00.

5. Use of Facility. The County grants a revocable license to Licensee to enter and use the Facility commencing at 8 AM a.m./p.m. on 1/21, 2020 (the "Move-In Date") and continuing through and terminating at 1 AM a.m./p.m. on 1/22, 2020 (the "Move-Out Date"), subject to the following conditions:

- a. Licensee agrees to use the Facility exclusively for the activities described in the Event Description attached hereto and incorporated as **Exhibit "B"** (hereinafter, the "Event").
- b. Licensee shall adhere to the Center/Facility Rules and Regulations attached hereto and incorporated into the License Agreement as **Exhibit "C"**.
- c. Licensee shall be solely responsible for its use of the Facility and for all actions, behaviors and damages caused by any of Licensee's invitees. As used in this License Agreement, the term "Licensee's invitees" shall mean any person that is at the Facility during the term of this License Agreement, including but not limited to: spectators of the Event; participants in the Event; or an employee, agent, representative or contractor of Licensee.
- d. Licensee shall leave the Facility in the same condition that it was prior to use by the Licensee.

- e. Licensee shall obtain an executed and notarized Waiver and Release in the form attached hereto as **Exhibit "D"** signed by the participant and the parent or legal guardian of each participant that is under the age of 18 prior to allowing any person to participate in any Event at the Facility. Licensee shall obtain an executed and notarized Waiver and Release in the form attached hereto as **Exhibit "E"** signed by each participant that is age 18 or older prior to allowing any person to participate in any Event at the Facility. The failure of the Licensee to obtain a signed Waiver and Release as required by this License Agreement shall constitute a material breach of this License Agreement. The Licensee is solely responsible to ensure that all activities conducted at the Facility during the term of this License Agreement are conducted in a safe manner.
 - f. The Licensee shall notify County staff, and the Alachua County Sheriff's Office or Alachua County Fire Rescue, if circumstances warrant, including hazardous, dangerous or destructive conditions, trespassers, fires, vandalism to County property, or any other occurrence that may damage the Facility.
 - g. Alachua County employees and law enforcement officers may, at no cost, enter and move about the entire Facility without a warrant or other process during the term of this License Agreement while conducting his or her official duties.
 - h. Licensee shall comply with all federal, state and local laws and regulations.
6. Right of Assignment. Licensee may not assign its rights, duties or obligations under this License Agreement to any third party without written consent of the County.
7. Animals
- a. Animals shown or exhibited at the Facility shall comply with all applicable city, county, state, and federal regulations.
 - b. Upon execution of this License Agreement by Licensee, Licensee must provide the County with a written list of all animals and animal acts to be included in the Event. The list shall include detail as to species, number of animals, and a description of how the animals will be exhibited or utilized.
8. Notices. Except as otherwise provided in this Agreement, all notices to be provided under this Agreement, including the default or termination from either party to the other party, must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed delivered two business days after mailing, unless delivery is by personal delivery or

electronic mail, in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Licensee's and County's representatives are:

County:
Alachua County
12 SE 1st Street, 2nd Floor
Gainesville, FL 32601

Licensee:
Name: Stellar Entertainment Group, Inc
Address: 2187 Siesta Dr PO Box 25777
Sarasota, FL 34277
jim@gardenbroscircus.com

A copy of any notice hereunder must also be sent to:

Clerk of the Court
Alachua County Florida
12 SE 1st Street, 4th Floor
Gainesville, FL 32601
Attn: Finance and Accounting

AND TO

Budget and Fiscal Services
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601
Attn: Contracts

9. Indemnification. LICENSEE HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST THE COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, OR EXERCISE OF ANY RIGHT, PRIVILEGES, OR USES ALLOWED OR GRANTED IN THIS LICENSE AGREEMENT AND FROM LICENSEE'S ENTRY ONTO OR USE OF THE CENTER AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ALACHUA COUNTY. In the event the County is alleged to be liable, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees, and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the expiration or termination of this License

Agreement. Nothing contained herein constitutes a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

10. Insurance

a. As a condition precedent to being granted any access to the Facility under this License Agreement, the Licensee, at its sole and exclusive cost, will procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the Licensee's operations and use of the licensed Facility throughout the entire term of this License Agreement of the types and in the minimum amounts detailed in "**Exhibit F**", Insurance requirements.

b. Licensee shall provide a Certificate of Insurance (COI) to the County at least two calendar days prior to Move-In Date. The Licensee agrees to provide the County with written notice of cancellation, modification or material changes to the policy immediately. The Certificate of Insurance must indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a "claims made" form, the certificate will show a retroactive date, which should be the same date as the Move-In Date.

c. Failure of the Licensee to provide the County with the COI shall be grounds for the County to terminate this License Agreement.

11. Termination. The County Manager, or designee, may terminate this License Agreement at any time. If so terminated, Licensee shall immediately remove all personal property from the Facility or it is forfeited to the County. Licensee waives and releases the County from all claims to damages related to such termination.

12. Laws and Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to this License Agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may be applicable. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violations and all subsequent damages or fines.

13. Third Party Beneficiaries. This License Agreement does not create any relationship with, or any rights in favor of, any third party.

14. Conflicts Of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this License Agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

15. Severability Clause. Paragraphs 9 and 10 are essential and indivisible provisions of this License Agreement and must be interpreted to provide the broadest protection to the County. If Paragraph 9 or Paragraph 10 is declared to be void by a court of law, then the entire License Agreement is void. If any other provisions of this License Agreement are declared void by a court of law, all other provisions will remain in full force and effect.

16. Non-Waiver. The failure of any party to exercise any right in this License Agreement is not a waiver of such right. Failure by the Parties to insist upon the strict performance of any of the terms, conditions, or provisions of this License Agreement is not a waiver of such terms, conditions, or provisions, and the Parties, notwithstanding such failure, retain the right hereafter to insist upon strict performance of any or all such terms and conditions of this License Agreement, as set forth herein.

17. Governing Law and Venue. This License Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this License Agreement is in Alachua County, Florida.

18. Amendments. The Parties may amend this License Agreement only by mutual written agreement of the Parties, executed with the same formalities as this License Agreement.

19. Attachments. All Exhibits and amendments attached to this License Agreement are incorporated into and made part of this License Agreement by reference.

20. Entire Agreement. This License Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be executed for the uses and purposes therein expressed.

ALACHUA COUNTY, FLORIDA

Michele Lieberman, County Manager

Date: _____

LICENSEE

Witness:

Hayla Burke

Hayla Burke
(Print Name)

1/9/2020
Date

(Signature)

(Title)

(Print name)

Date: _____

IF THE LICENSEE IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

EXHIBIT A

Event Cost Estimate

Item	Description	Cost
1	Basic Amenities <i>Trash Receptacles, Bathrooms, Bathroom Serviced, Trash Removal, all restroom inventory</i>	\$25/show day
2	Covered Arena <i>Includes lights, PA System, clubhouse, use of arena as of 12 noon the day before show, footing prep and 2 drags/show day.</i>	\$400/weekday \$600/weekend day,
3	Covered Arena Special Events <i>Rodeos, concerts, circus, festivals, political events (spectators, etc)</i>	\$1500/day
4	Outdoor Complex <i>Includes PA System, use of arena as of 12 noon the day before show, footing prep and 2 drags/show day.</i>	\$200/day
5	Clinic Covered Arena Fee <i>Includes PA System, and clubhouse (if available), footing prep and 2 drags per day</i>	400/day
6	Custom Ring Preparation <i>Arena prep beyond standard footing preparation ie, stock panels, extra sand, etc</i>	TBD
7	Extra Ring Drags <i>Extra drags provided by facility equipment and staff</i>	\$30/extra drag
8	Dressage Arenas <i>Standard 20m x 60m with letters, markers and judges box setup and use.</i>	\$100/ring/event
9	Jump Course and Trail Course <i>Does not include decoration.</i>	Set Up fee: \$150 Rental fee: \$150/day
10	Stall Rental <i>Stalls are charged on a PER DAY (12PM-10AM) basis. Each additional day over 2 add \$12 per day.</i>	\$20/stall/event day
11	Ship In Fee <i>For horses not using a stall</i>	\$15/horse/day
12	Shavings <i>2 bag minimum per stall and must be purchased from facility. Competitors may bring their own additional bedding.</i>	Market price per bag
13	Camper Hook-Ups <i>Hook-up includes water and electric.</i>	\$30/night plus 11.5% sales/bed tax
14	Vendors <i>Vendor must comply with FL Fire and Health Regulations. Must supply insurance certificate.</i>	\$35/day

15	Clubhouse Rental	<i>Includes kitchen area and bathrooms</i>	\$150/weekday \$275 Saturday \$200 Sunday
16	Schooling Fees	<i>Must be scheduled through office</i>	\$15/on flat \$25/jumps when available
17	Deposits	<i>Per contract with a maximum of \$1000/year for producers with multiple events.</i>	25% of items 2,3,4, 5 and 15
18	Incentive/ Appreciation Discount	<i>All new show organizers/producers will receive a one time appreciation discount (not per event but once only). Does not apply to schooling or clubhouse rentals.</i>	10% Discount only total bill before tax, and only applies to new county fee schedule
19	Note	<i>Fees for Alachua County youth Fair and Livestock Show, Inc. shall be waived.</i>	
20	Note	<i>Special requests and fees not identified in this fee schedule are at the discretion of the County Manager, or designee.</i>	
21	Note	<i>All rentals are subject to appropriate sales tax</i>	



GARDEN CIRCUS

A Family Tradition for over 100 Years™

2020 PROGRAM EAST

	Overture	
	High Bar / Spirals	
	Clown	
Slinkys	Roller Skating	Slinkys
	Dance	
	Hair Hang	
Hand Balance	Russian Bar	Hand Balance
	Clown	
Web	Globe	Web
	INTERMISSION	
Diablos	Chinese Pole	Diablos
	Clown	
Lyra	Casting	Lyra
	Cossack Riders	
Juggling	Juggling	Juggling
Dancers	Finale	Dancers

Cossack Riders are pending BoCC's approval on Jan 14, 2020

EXHIBIT C

Equestrian/Agriculture Events Rules and Regulations

Definitions

Center – the Alachua County Agriculture and Equestrian Center, which consists of the complex of facilities located at 23100 W. Newberry Road, Newberry, Florida 32669.

Facility – that portion of the Alachua County Agriculture and Equestrian Center described in Exhibit A-1, which is the subject of this Lease Agreement.

County - Alachua County

Licensee - The applicant

Management

The Center operates under the management of *Visit Gainesville, Alachua County, FL*, and at the direction of the Alachua County Board of County Commissioners.

Any County employee, or other County representative, may at no cost, enter, inspect, or search the premises, move in, out, on, or about the entire Facility while conducting his or her official duties. If a matter arises that is not covered under these general rules, the County will make the required ruling.

Scheduling

Unless the Licensee has secured the entire Center, there may be times when multiple events are scheduled at the Center. The County reserves the right to schedule multiple events that utilize different portions of the Center.

At least three calendar days prior to the Event, the Licensee must do the following:

- Meet with County to determine (if applicable)
 - Concession/catering needs
 - Decorating needs
 - Delivery locations
 - Cleaning service needs
- Secure required insurance naming Alachua County, its officials, employees, agents, representatives, contractors and volunteers as Additional Insured
- Submit to County
 - Insurance certificate(s)
 - Exterior signage requests (i.e. message board)
 - Worker's compensation exemption, sales tax exemption, proof of corporation, if applicable
 - Submit all required permits
- Meet with onsite Facility staff to confirm event details

Facility Modifications

No modifications to existing grounds, buildings, or equipment will be made without prior written approval from the County. Any modifications will be done under the supervision of County employee(s) assigned to the task. If prior approval has been given for such modifications, all modifications will be returned to its original condition before the expiration of this License Agreement.

Signage

Licensee shall adhere to all signs and postings (e.g., "No Parking", "No Smoking", speed limit signage, etc.).

Signage, banners and advertising at the Facility, or along adjacent public roads, shall be approved by the County and must comply with applicable policies and statutes.

Copies of all proposed advertising and promotional material must be submitted to and approved by the County.

Lost/Stolen/Damaged Items

The County is not responsible for any equipment, displays, personal items or any other items lost or damaged due to fire, theft or any other causes for loss.

Additional Charges

Additional charges will be assessed to the Licensee on the Final Settlement Statement and are due and payable on receipt of Statement. If additional charges are assessed, Licensee is responsible for payment of these charges to the County. Any increase to the original Facility Cost Sheet is due and payable prior to move-in. Additional charges incurred during the event will be assessed on the Final Settlement Statement.

Items subject to additional charges include, but are not limited to:

- Keys not returned
- Building(s) or grounds not cleaned or damaged
- Additional requests for services or items not listed on Exhibit A
- Additional security personnel
- Equipment or persons on the grounds after the agreed upon move-out date/time
- Late fees may be charged by the County up to 10% of the License fee.

Alcohol

Alcoholic beverages are permitted. If the Licensee intends to sell alcohol on premises, a copy of the license from the Division of Alcoholic Beverages and Tobacco is required.

Licensee may utilize banners, signage or advertisement of companies that sell or endorse alcoholic products within the Facility.

Amplified Sound

No amplified sound is allowed between 11 p.m. and 7:00 a.m.

Licensee must comply with applicable noise ordinances.

Deliveries

Licensees may not have deliveries made to the Facility prior to the Move-In Date.

County staff will not accept deliveries for Licensee.

Equipment Storage

No equipment, supplies or items belonging to the Licensee will be stored at the Facility prior to the Move-In Date or after the Move-Out Date without written permission from the County. Additional charges may apply for materials stored in violation of this provision.

Improvements

No permanent improvements may be made to the Facility without prior approval by the County.

Any permanent improvements made become the property of the County and shall be utilized or maintained at the County's discretion.

No electrical wiring alterations are permitted without the prior written permission of the County.

Insurance

Licensee is required to procure and produce proof of current insurance in accordance with the limits listed in Exhibit D. Licensee may be required to procure additional insurance depending upon the nature of their event.

Permits, Licenses and Inspections

Licensee shall obtain all required permits, licenses and inspections for the Event required by federal, state or local laws, rules and regulations.

Licensee shall present copies of required permits, licenses and inspections to the County at least three calendar days prior to the Event.

Failure of Licensee to comply with all applicable laws, permits, and licenses shall constitute a default by Licensee and shall be grounds for the County to terminate this License Agreement for cause.

Licensee is responsible for complying with all applicable city, county, state and federal laws and regulations that apply to the specific activities covered under the License Agreement.

Setup / Cleanup

The County will ensure the correct arena footing for agriculture and equestrian events. Licensee is not permitted to use County equipment and must ensure that all participants and their horses or other animals vacate the arena floor and remain off of the area floor during drags and/or other maintenance.

The Licensee is responsible for all other pre-Event setup. The County will not direct, conduct, manage or set up for Licensee's scheduled event(s). The County may be present during pre-Event setup.

The Licensee is responsible for post-Event breakdown and clean up. The County will not direct, conduct or manage the Licensee's breakdown. The County may be present during post-Event breakdown.

It is the responsibility of the Licensee to provide, as needed, additional trash bins, dumpsters and portable restrooms for their Event(s). The Licensee is responsible for payment of these services and to have all equipment, dumpsters, trailers, etc. removed by the Move-Out Date.

It is the responsibility of the Licensee to ensure trash is deposited in the appropriate receptacles.

The Licensee shall return the Facility to the County in the same condition as received. The clean-up of Facility must be completed by the Move-Out Date.

If there is damage, additional cleanup is needed or equipment is left at the Facility, the County reserves the right to charge the Licensee additional fees for repairs, clean up or storage.

Refunds and Cancellations

The Licensee may cancel with written notice to the County. The amount of refund, if any, will be based on date of cancellation relative to event date. No refunds will be issued for cancellations within 90 days of the Move-In Date.

Security, Parking, Rescue and First Aid

The Licensee is required to submit a site plan detailing proposed uses of all locations, including hazards, food/cooking areas, first aid stations, ingress/egress, construction (stages, tents, etc.) areas.

An emergency response rescue unit, law enforcement personnel, or crowd control personnel may be required as deemed necessary by the Sheriff or Fire Marshal for safety purposes. The Licensee shall be responsible for all costs incurred for these services.

Security and safety services must be arranged through the County; no private security is permitted.

The County, Sheriff and Fire Marshal or other appropriate government agency representatives in the performance of their duties are authorized to suspend the event for public safety purposes, violation of building or health codes, failure to obtain required permits, violation of permits, or the description of the event in the application was not accurately described or was misrepresented. The County, Sheriff, or Fire Marshal may limit event attendance for safety or security reasons.

There is NO SMOKING or open flame inside any building or enclosure.

Discharge of firearms is prohibited.

Motorized equipment operators (4-wheeler, golf cart, scooter, etc.) must possess and maintain a valid driver's license. Motorized equipment must be of a quiet nature.

All dogs must be leashed pursuant to Alachua County Code Chapter 72, Section 72.20 and 72.21. Failure to comply may result in the impounding of dogs and related impounding fees and charges.

No parking between the barns except during loading and unloading

EXHIBIT D
WAIVER AND RELEASE FOR CHILD

Waiver and Release of Liability, Indemnification Agreement, Full Assumption of all Risk and Liability, and Acknowledgment and Acceptance of Potential Dangers, Risks and Hazards of Facility

In consideration of permitting of my minor child, _____
(hereinafter, the "Child"), to enter the Alachua County Agriculture and Equestrian Center located at 23100 W. Newberry Road, Newberry, Florida 32669, which is owned by Alachua County, a charter county and political subdivision of the State of Florida, (hereinafter, the "Facility") and in consideration of permitting the Child to enter to Property and participate in the activities administered at the Facility by _____,
I HEREBY WAIVE, RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY CHILD'S ENTRY ONTO OR USE OF THE PREMISES AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OF ALACHUA COUNTY. This release applies during the time that my Child at the Facility. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Alachua County by reason of conditions of the Facility or activities occurring thereon.

I understand and acknowledge that horseback riding and other equestrian events are inherently dangerous activities. The Facility may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to my Child or his/her personal property. **ALACHUA COUNTY HAS NOT MADE, DOES NOT MAKE, AND**

WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE FACILITY FOR THE INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PREMISES, AND I AGREE THAT I HAVE NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM ALACHUA COUNTY. I hereby acknowledge, agree, represent and warrant that my child is voluntarily entering the Facility in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition to participate in the activities administered at the Facility by _____, with knowledge of the dangers involved, and I, as the parent or legal guardian, and with full legal authority, hereby agree to accept and assume, on behalf of myself and my Child, ALL RISKS associated with entering the Facility, including but not limited to injury or death, property loss or damage.

I swear and affirm that I am the parent or legal guardian of the above named Child I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it and I am aware of its legal consequences. I have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me.

Executed and agreed to by:

(Child's signature)

(Parent's signature)

(Child's name printed)

(Parent's name printed)

Date: _____

Date: _____

EXHIBIT E
WAIVER AND RELEASE FOR ADULT

**Waiver and Release of Liability, Indemnification Agreement, Full Assumption of all
Risk and Liability, and Acknowledgment and Acceptance of Potential Dangers, Risks
and Hazards of Facility**

I, _____ (name of participant), in consideration to enter the Alachua County Agriculture and Equestrian Center located at 23100 W. Newberry Road, Newberry, Florida 32669, which is owned by Alachua County, a charter county and political subdivision of the State of Florida (hereinafter, the "Facility") and in consideration of my participating in the activities administered at the Facility by _____, **I HEREBY WAIVE, RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY ENTRY ONTO OR USE OF THE CENTER AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OF ALACHUA COUNTY.** This release applies during the time that I am at the Facility. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Alachua County by reason of conditions of the Facility or activities occurring thereon.

I understand and acknowledge that horseback riding and other equestrian events are inherently dangerous activities. The Facility may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to me and my personal property. **ALACHUA COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR**

IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE FACILITY FOR THE INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE FACILITY, AND I AGREE THAT I HAVE NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM ALACHUA COUNTY. I hereby acknowledge, agree, represent and warrant that I am voluntarily entering the Facility in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition to participate in the activities administered at the Facility by _____ with knowledge of the dangers involved, and I hereby agree to accept and assume ALL RISKS associated with entering the Facility, including but not limited to injury or death, property loss or damage.

I swear and affirm that I agree to be specifically bound to all the terms and conditions of this Agreement. I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it and I am aware of its legal consequences. I have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me.

Executed and agreed to by:

(Signature)

(Print name)

Date: _____

EXHIBIT F
INSURANCE REQUIREMENTS
Alachua County Agriculture and Equestrian Center
Licensee's Insurance

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each occurrence, \$100,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all owned vehicles, hired and non-owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may choose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. Commercial General Liability Coverage

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

b. The Licensee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by *the County, its officials, employees or volunteers shall be excess of Licensee's insurance and shall be non-contributory*

II. Workers Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

III. All Coverage

The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under "claims made" form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insured under its policies. All coverage for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

Certificate Holder:

**Alachua County Board of County Commissioners
Risk Management
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601**



2020 PROGRAM EAST

	Overture	
	High Bar / Spirals	
	Clown	
Slinkys	Roller Skating	Slinkys
	Dance	
	Hair Hang	
Hand Balance	Russian Bar	Hand Balance
	Clown	
Web	Globe	Web
	INTERMISSION	
Diablos	Chinese Pole	Diablos
	Clown	
Lyra	Casting	Lyra
	Cossack Riders	
Juggling	Juggling	Juggling
Dancers	Finale	Dancers

Cossack Riders are pending BoCC's approval on Jan 14, 2020

Stellar Entertainment Group

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Stellar Entertainment, Inc, a
(insert name of company)
Florida corporation (the "Corporation"), at a duly and properly
(insert state of incorporation)
held meeting on the 8 day of Jan, 2020, did hereby consent to, adopt,
ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good
standing under the laws of the State of Florida and is authorized to do
business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute
and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of
the Corporation listed below are hereby authorized and empowered, acting alone, to sign,
execute and deliver any and all contracts and documents on behalf of the Corporation, and to
do and take such other actions, including but not limited to the approval and execution of
contracts, purchase orders, amendments, change orders, invoices, and applications for
payment, as in his or her judgment may be necessary, appropriate or desirable, in connection
with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

NAME

TITLE

Niles Garden

President, sec, treas

Jim Davis

EXEC. DIRECTOR

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 8 day of January, 20 20, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

By: 

NILES GARDEN

(Print Secretary's Name)