

This Park Use Agreement (“Agreement”) is entered into the \_\_\_\_\_ day of November, 2011 between the City of Saint Paul, a municipal corporation, through its Department of Parks and Recreation (“City”) and Live Nation Worldwide, Inc. (“Live Nation”).

WHEREAS, Live Nation wishes to conduct a multi-day, multi-act concert event at Harriet Island in summer 2012, and in the subsequent years through 2016;

WHEREAS, the City wishes to facilitate the production of an event that will provide entertainment for the public, will showcase Harriet Island and will comply with the policies on use of park facilities;

Now, therefore, parties hereby agree as follows:

1. Festival Exclusivity. City hereby grants Live Nation the right to produce and promote the festival event contemplated by the Harriet Island Large Events Grounds Permit Application (“Permit Application”) submitted by Live Nation on mutually agreed upon dates during each of the calendar years 2012, 2013 and 2014. Provided that this Agreement has not been terminated early pursuant to Section 3, this Agreement will be renewed for 2015 and 2016.

2. Additional fees. In addition to any financial requirements set forth in the Permit, Live Nation agrees that during each year of this Agreement it will pay to the City the sum of \$50,000 per year in sponsorship dollars in support of the City’s annual July 4<sup>th</sup> fireworks display. The annual payment shall be paid to the City on or before April 1<sup>st</sup> of that calendar year. In the event that Live Nation is unable or unwilling to pay the City the annual fee, Live Nation may seek permission of the City to secure a third party sponsor to pay such amount and receive the related sponsorship benefits. Any such third party sponsor must be acceptable to the City under its sponsorship guidelines. All arrangements for substitute sponsorships must be made by January 1<sup>st</sup> of each year. If Live Nation cannot identify a suitable substitute to the City by January 1<sup>st</sup>, Live Nation remains responsible for the \$50,000 payment.

3. Termination.

A. In the event that Live Nation elects not to produce a festival during any given year of the term of the Agreement, it shall give the City notice no later than September 30<sup>th</sup> of intent not to produce the following year’s festival. The City shall have the right to terminate this Agreement by providing written notice to Live Nation within 60 days of receiving Live Nation’s notice of intent not to produce a festival.

B. If the City reasonably refuses to accept a substitute sponsor under Section 2 and Live Nation fails to pay the sponsorship fee, the City may cancel this Agreement by providing thirty days written notice to Live Nation.

C. City retains the right to cancel this Agreement if, at any time during the term hereunder, Live Nation materially violates the rules and regulations related to large events and fails to promptly cure such violations when notified by the City or

engages in a pattern and practice of violations regardless of whether they are cured upon request by the City.

4. The City agrees that, during the term of this Agreement, it will not seek to promote or produce, nor allow any other party to promote or produce, any single or multi-day, multi-act, festival style concert events on Harriet Island that features live music and ancillary activities sufficiently similar to Live Nation's event that it would compete for the same audience, for 60 days before or after Live Nation's dates without the prior written consent of Live Nation. The foregoing shall not preclude existing annual events presented at Harriet Island, nor replacement events which do not change in character or content if one of the existing festivals should discontinue performances at Harriet Island. The foregoing shall also not preclude the City from including live music as a portion of any Independence Day celebrations.

5. Each party represents and warrants (a) its authority to enter into this Agreement, (b) its authority to engage in the transaction contemplated hereby and (c) that this Agreement is a valid obligation of and binding upon such party.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of laws provisions.

7. Each party acknowledges and agrees that in addition to complying with the terms of this Agreement, it must also comply with the requirements and responsibilities set forth in the Harriet Island Large Event Ground Permit, and any other applicable permits or requirements (e.g. Block Party permit).

LIVE NATION

CITY OF ST. PAUL



Mark Campana  
Co-President, North America Concerts

Michael Hahm  
Director of Parks and Recreation

Approved as to form:

Todd Hurly  
Finance Director

Assistant City Attorney