

**EVENT AGREEMENT**  
**PART I**

THIS **EVENT AGREEMENT–PART I** (the "Event Agreement") is entered into on this 24 day of May, 2022, by and between It's My Amphitheater, Inc. d/b/a Merriweather Post Pavilion ("OPERATOR") ("LICENSOR"), and Howard County Board of Education ("LICENSEE").

WHEREAS, this Event Agreement, together with the STANDARD TERMS-PART II ("TERMS") attached hereto, constitutes the agreement between LICENSOR and LICENSEE relating to the license of premises consisting of the Merriweather Post Pavilion and associated parking lots (the "Premises"); as more specifically described in Schedule A attached hereto; Agreement and Release are made part of this Agreement.

NOW THEREFORE, in consideration of the agreements hereinafter set forth, LICENSOR and LICENSEE mutually agree as follows

1. Contact Information:

A. LICENSEE contact information:

Name: Howard County Board of Education  
Address: 10910 Route 108  
Phone: 410.313.1505  
Fax: 410.313.5661  
E Mail: Anne.Roy@hcpss.org  
Contact Person: Anne Sorkin Roy

B. OPERATOR contact information:

Name: Merriweather Post Pavilion  
Address: 10475 Little Patuxent Parkway  
Columbia, MD 21044  
Phone: 410.715.5550  
Fax: 410.715.5560  
Email: jeanp@930.com  
Contact Person: Jean Parker

2. Nature of the Event. The event to be held by LICENSEE (the "Event") is:

Howard County High School Commencement Ceremonies

3. Date of Event. The dates and times of the Event are as follows:

**Friday, May 27**

2 p.m. Hammond High

**Tuesday, May 31**

- 11 a.m. Marriotts Ridge
- 3 p.m. Oakland Mills
- 7 p.m. Reservoir

GMP/5.27.22

**Wednesday, June 1**

- 11 a.m. Long Reach
- 3 p.m. Glenelg
- 7 p.m. Howard

**Thursday, June 2**

- 11 a.m. Atholton
- 3 p.m. Wilde Lake
- 7 p.m. River Hill

**Friday, June 3**

- 11 a.m. Centennial
- 3 p.m. Mt. Hebron

4. **Insurance.** LICENSEE, at its expense, shall obtain and maintain and shall require any and all vendors to obtain and maintain, in effect as long as this Event Agreement remains in effect and during such other time as LICENSEE occupies the Premises or any part thereof insurance policies in accordance with the following provisions:

A. As required by the TERMS attached hereto, the LICENSEE shall obtain insurance to cover its activities in the Premises during the Event (including load-in, load-out, set-up and take-down days) and provide proof of insurance acceptable to Licensor in its sole discretion, but not less than the amounts contained in the Insurance Requirements section of Addendum A (Insurance Information Sheet) incorporated herein by reference and made a part hereof.

B. If LICENSEE intends to use outside contractors for the Event as approved by Licensor, any such contractor shall maintain the same insurance coverages set forth above and shall name the same additional insureds as set forth above. This requirement does not apply to the exclusive contractors for the Licensor.

C: Licensee hereby waives its right to subrogation.

. **Terms and Schedules.** The TERMS and Schedules attached hereto are hereby incorporated herein by this reference and are made a part hereof.

6. **Applicable Law** This Event Agreement shall be construed and enforced under the laws of the State of Maryland.

7. **Additional Provisions.**

A. **Payment of Fees.** LICENSEE shall pay the full cost of and shall provide all related fees including, but not limited to, staffing, video, production, transportation, vendor labor, tents, cabling, certificate of insurance. All vendors, if any, shall be subject to approval of OPERATOR. See attached Addendum B for Summary of expenses.

B. **Event Duration, Capacity and Pricing:** 2-hours per graduation. Capacity: 4,818 pavilion Pricing: There is no admission charge for this event.

C. **T-Shirt Sales.** All merchandise including artist names/logos/or similar characteristics must be vended by OPERATOR's merchandiser for 40% of retail sales' profits, after taxes. This includes any Event t-shirt and any and all merchandise.

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D. Event Sponsors. LICENSEE may sell sponsorships to sponsors that do not compete, directly or indirectly, with sponsors under agreement with OPERATOR. As of the effective date of this Event Agreement, precluded sponsorships include beer, carbonated beverages, water, automotive, ATM, bank and wireless provider categories. Since OPERATOR is continually pursuing additional sponsors for its season, LICENSEE must secure final approval before committing to any sponsor. In order to protect the interests of LICENSEE, it is only necessary to disclose the category of a particular potential sponsor to OPERATOR. The Operator shall have the sole discretion to decide what constitutes a competing sponsor.

E. Vendors. LICENSEE shall not enter into agreements for the sale of food or beverages during the Event. Any revenue from food and beverage concessions or sales by OPERATOR shall belong solely to OPERATOR and shall not be shared in any manner whatsoever with LICENSEE. All other vendors (such as crafts), if any, must be approved in advance by OPERATOR.

F. Event Passes: All approved vendors and event personnel will be properly credentialed with passes supplied by LICENSEE and approved by OPERATOR.

G. VIP/Hospitality: If there is a hosting area for event sponsors or VIPs, OPERATOR's caterer must be allowed to bid.

H. Parking: Parking for each graduation will be according to the parking maps distributed by Licensor to Licensee who will then communicate the information to its student body and school administration. The maps specify the parking locations for each high school. Please note certain lots cannot be accessed until specific times.

I. Addendums A, B, C, Standard Terms Part II, and Agreement and Release made part of this Agreement.

SIGNATURES ON THE FOLLOWING PAGE

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IN WITNESS WHEREOF, LICENSOR and LICENSEE have executed this Event Agreement on the day and year first above written.

Howard County Board of Education

LICENSEE:

By: 

Name: Michael J. Martirano, Ed.D.

Title: Superintendent

LICENSEE:

It's My Amphitheater, Inc. d/b/a Merriweather  
Post Pavilion

BY: 

Name: James S. Parker

Title: General Manager

STANDARD TERMS  
**PART II**

THESE STANDARD TERMS –PART II (“TERMS”) are a part of the Event Agreement between LICENSOR and the LICENSEE, whose name is set forth on the Event Agreement –Part I (the “Event Agreement”), to which these TERMS are attached. The Event Agreement and these TERMS together constitute the agreement (“Agreement”) between LICENSOR and LICENSEE relating to the Event described in the Event Agreement. In consideration of the foregoing and the covenants and agreements contained herein, LICENSOR and LICENSEE agree as follows:

**1. License.**

LICENSOR hereby grants to LICENSEE a license to use Merriweather Post Pavilion and associated parking lots as described in Schedule A attached hereto (the “Premises”) for the Event in accordance with the provisions hereof.

**2. Food and Beverage Sales.**

(a) Any sale or distribution of food or beverage products (including catering) in connection with the Event shall remain under sole control of OPERATOR. LICENSEE shall not have any control over the sale or distribution of food or beverage products in or around the Premises at any time, including during the Event. Unless otherwise agreed in the Event Agreement, LICENSEE shall not have or assert any right to share in the revenues or receipts from such food and/or beverage concessions, and all such revenues and receipts shall be retained by OPERATOR.

**3. Insurance.**

(a) At least ten (10) days prior to the commencement of the Event, LICENSEE will provide LICENSOR with a certificate or certificates of insurance evidencing that LICENSEE has caused to be written, with any insurance company or group self-insurance pool acceptable to LICENSOR: Comprehensive General Liability (including contractual liability and products/completed operations liability) and automobile bodily injury and property damage liability coverage with limits of at least those designated in Addendum A. Said policies shall be in form and content satisfactory to LICENSOR and shall specify as additional insureds those entities and persons so designated in Addendum A

(b) Indemnification per Addendum A. OPERATOR shall and does hereby agree to indemnify and hold LICENSEE, and its respective partners, shareholders, directors, officers, employees and agents, harmless from and against any loss, damage, cost or expense arising out OPERATOR’s, or its employees’, directors’ or officers’ intentional and or negligent acts or omissions in the Premises. The LICENSEE agrees further that it will look only to the assets and insurance of the OPERATOR in connection with any liabilities hereunder. In no event shall the OPERATOR or any other Licensor be liable to the LICENSEE for consequential, incidental or punitive loss, damages or expenses (including, but not limited to, business interruption lost business, or lost savings) even if it has been advised of their possible existence. In no event shall LICENSOR be liable for any damages resulting from a force majeure or act of God.

(c) LICENSEE is explicitly permitted to self-insure its workers compensation exposures.

**4. Permits.**

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LICENSEE agrees to furnish, at its sole cost and expense, all governmental and regulatory permits and other licenses and permits which are required by LICENSEE for the Event.

**5. Compliance with Laws.**

(a) LICENSEE shall, at its expense, comply with the requirements of all federal, state, local or municipal laws, orders and regulations and with any lawful direction of public officers which shall impose any duty upon LICENSEE with respect to its use and occupancy of the Premises.

(b) LICENSEE shall, at its expense, comply with all rules, orders, regulations or requirements of the fire department and OPERATOR's insurance carrier, and shall not do or permit anything to be done in or about the Premises or bring or keep anything therein except as permitted by such organizations and agencies or any other authority having jurisdiction. LICENSEE agrees not to bring into the Premises any material, substance, equipment or object which is likely to cause damage to the Premises, endanger the life of, or cause bodily injury to, any person in the Premises or which is likely to cause a hazard, and to cause LICENSEE's employees, agents, contractors, performers, exhibitors and invitees to comply with such restrictions. Any decorating and decorating material shall be subject to the prior approval of OPERATOR and, if necessary in OPERATOR's sole judgment, the approval of the fire department, and unless so approved, may be prevented or removed by OPERATOR. All decorations and other combustible materials must be flame proofed and LICENSEE shall deliver to OPERATOR a flame proofing certificate in the form specified or required by and satisfactory to the appropriate governmental agencies.

**6. Alterations.**

LICENSEE shall not mar, paint, drill into or in any way damage or deface any part of the Premises. LICENSEE shall not make any alterations or improvements in or to the Premises or any part thereof without the prior written consent of OPERATOR, in its sole discretion. If LICENSOR consents to any such alterations or improvements, promptly after the termination of the Event, LICENSEE shall, at its expense, restore the Premises to its condition prior to such alteration. LICENSEE shall be responsible for any costs to repair or replace property at the Premises which is damaged or lost during the Event, ordinary wear and tear excepted, unless caused solely by the negligence or willful misconduct of the OPERATOR.

**7. Ejection.**

OPERATOR has the right to refuse admission to any undesirable person, or cause any undesirable person to be removed from the Premises. Any employees, agents, artisans, workmen or performers employed by LICENSEE may be refused entrance to or ejected from the Premises by OPERATOR for noncompliance with any provision of the Agreement or for objectionable or improper conduct. No collections, whether for charity or otherwise, shall be made or attempted without the prior written consent of OPERATOR, in its sole discretion.

**8. Rules and Regulations.**

LICENSEE shall abide, and shall cause its agents, employees, contractors, LICENSEEs, patrons, and guests to abide, by such reasonable rules and regulations and security procedures as may from time to time be adopted by LICENSOR for the use, occupancy and operation of the Premises.

**9. Personal Property; Risk of Loss.**

LICENSOR shall not be responsible, and LICENSEE waives any right it may have against LICENSOR and its employees and agents, for any loss or damage to personal property

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placed, used or stored in or about the Premises by LICENSEE, its agents, contractors, employees, guests or invitees. LICENSEE agrees that all of its property or property of others brought or permitted by it in LICENSOR shall be at the sole risk of LICENSEE. Promptly after the termination of the Event, LICENSEE shall remove from the Premises all property belonging to LICENSEE or persons associated with LICENSEE in the presentation of the Event. If LICENSEE fails to remove such property, LICENSOR shall have the right to cause the removal thereof, at LICENSEE's sole risk, cost and expense. LICENSOR shall have no responsibility or liability for losses by LICENSEE, its employees, agents, contractors, guests and invitees, which are occasioned by theft or disappearance of or damage to equipment or other articles of personal property from LICENSOR, unless due to LICENSOR's negligence or willful misconduct.

**10 No Representation by LICENSOR.**

The Premises are licensed to LICENSEE in an "as-is" condition, without any warranty whatsoever. Neither LICENSOR, nor any of its employees or agents have made any representations or promises to LICENSEE with respect to the Premises, and LICENSEE has examined the Premises and is satisfied with the condition, fitness and order thereof.

**11. Access To Facilities.**

LICENSOR and its partners and their officers, employees, agents, concessionaires, and their concessionaires' officers, employees and agents, shall at all times during the Event have free access to the Premises.

**12. Conduct by Participants.**

LICENSEE is responsible for the actions of LICENSEE's employees, agents, contractors, officers, invitees and guests. If the actions of any such persons cause or result in injury or damage to person or property, LICENSEE shall be responsible therefor. LICENSOR may retain any monies due to LICENSEE under the Agreement to offset any loss, damage, cost or expense that LICENSOR might suffer as a result of any such actions of LICENSEE's invitees or guests. The foregoing shall not impair or diminish LICENSOR's rights or limit or restrict any other legal or equitable remedy available to LICENSOR due to the actions of LICENSEE or any of the persons participating in the Event.

**13. Severability.**

The invalidity or illegality of any part of the Agreement shall not affect the validity or enforceability of any other part of the Agreement and this Agreement shall be construed as if such invalid or illegal parts were omitted.

**14. No Partnership.**

The parties hereto are acting as independent contractors, and the Agreement shall not create a partnership between them.

**15. Non-Discrimination.**

LICENSEE shall (i) not discriminate on the basis of race, age, color, religion, sex, national origin, age, disability or any other protected classification, in the sale, lease, rental, use or occupancy of the Premises or any part thereof, (ii) not execute any agreement, lease, conveyance or other instrument whereby the Premises or any part thereof is restricted on the basis of race, age, color, religion, sex, disability, national origin or other protected classification, and (iii) comply with all applicable laws prohibiting discrimination by reason of race, age, color, religion, sex, disability, national origin or other protected classification.

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**16. Whole Agreement.**

The Event Agreement, attachments referenced therein and these TERMS together constitute the entire agreement between LICENSOR and LICENSEE with respect to the matters provided for herein and supersedes any written agreement or oral understanding previously made or entered into by LICENSOR and LICENSEE relating to the presentation of the Event in the Premises. No statements, assurances descriptions, or promises made or given to LICENSEE by any person shall be binding upon LICENSOR unless expressly contained in this Agreement and/or the Event Agreement.

-End-

AM/5/21/2022



**ADDENDUM A:**  
**Certificate of Insurance, Limits and Indemnification and Waiver Provisions**

Licensee shall maintain a general liability insurance coverage. Proof of this coverage must be provided by a certificate of insurance furnished to Manager and Operator. This certificate must demonstrate that the policy cannot be canceled without notification to the named insured. Coverage Operator and Additional Insured Parties shall be for bodily injury and property damage under commercial or comprehensive general liability and automobile liability coverages only, and for no other liability coverage carried by Licensee. Licensee shall also provide applicable workers compensation insurance for its employees, as required by applicable state law.

Additional Insured Parties and their addresses:

I.M.P., Inc., It's My Party, Inc.  
6112 Lenox Rd., Bethesda, MD 20817

It's My Amphitheater, Inc. and I.M.A., Inc. d/b/a Merriweather Post Pavilion  
10475 Little Patuxent Parkway, Columbia, MD 21044  
attn: Jean Parker

It's My Baltimore, Inc.  
I.M.B., Inc.  
6112 Lenox Rd., Bethesda, MD 20817

The Columbia Association, Inc.  
6310 Hillside Court, Suite 100  
Columbia, MD 21046

Inner Arbor Trust, Inc.  
5430 Vantage Point Road, Suite A  
Columbia, MD 21044

Downtown Columbia Arts and Culture Commission, Inc.  
10475 Little Patuxent Parkway  
Columbia, MD 21044  
Attn: Ian Kennedy

JL Hospitality, LLC  
c/o 10475 Little Patuxent Parkway  
Columbia, MD 21044  
Attn: Justin Lavis

I.M.V., LLC., It's My Venue, LLC.  
6112 Lenox Rd., Bethesda, MD 20817

Seth Hurwitz  
6112 Lenox Rd., Bethesda, MD 20817

Insurance Requirements: Licensee shall obtain and maintain the following insurance:

Comprehensive General Liability coverage, Bodily Injury and Property Damage Personal and Advertising Injury; Products and Completed Operations Liability; Fire Legal Liability; limit per the state sovereign immunity limit of \$400,000. Coverage to be written on an occurrence basis.

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Automobile Liability Coverage, limit per the state sovereign immunity of \$400,000 combined single limit each accident, covering all owned, non-owned and hired vehicles.

INDEMNIFICATION

Licensee shall and does hereby agree to indemnify, defend and hold the Additional Insureds, as such entities are set forth herein, their partners, shareholders, directors, officers, and employees, and the additional insureds referred to in the Agreement (hereinafter "INDEMNITEES"), harmless from and against any suit, loss, damage, claim, demand or expense, including without limitation court costs and reasonable attorney's fees, arising out of any claim for damages for Licensee's or Licensee's employees' agents', contractors', officers', invitees' or guests' negligent acts or omissions in the Premises. In no event shall any party be liable for any damages resulting from a force majeure or act of God.

INDEMNITEES shall and do hereby agree to indemnify and hold Licensee, its partners, shareholders, directors, officers, and employees, harmless from and against any, suit, loss, damage, claim, demand or expense, including without limitation court costs and reasonable attorney's fees, for INDEMNITEES', or their employees', directors' or officers' negligent acts or omissions in the Premises. In no event shall the INDEMNITEES be liable to the Licensee for consequential, incidental or punitive loss, damage or expenses (including, but not limited to, business interruption, lost business, or lost savings) even if INDEMNITEES have been advised of their possible existence. In no event shall any party be liable for any damages resulting from a force majeure or act of God.

The indemnification obligations set forth herein shall survive the expiration or termination of the LICENSE AGREEMENT.

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**Addendum B/Expense Summary**

As agreed, LICENSEE can only use the following vendors for services that are approved by the LICENSOR:

1. IMP Inc./It's My Party, Inc. – IMP Inc. will provide technology production for all 12 comprehensive high school ceremonies plus the Cedar Lane graduation. This includes technology production/support and professional services. The cost is estimated at \$7,000.00.
2. Green Team Parking- The Green Team will develop and implement school specific parking plans for the 12 commencement ceremonies held at Merriweather Post Pavilion. Included in the services are securing adequate parking spaces, school specific parking maps, parking lot staff, coordination with HCPSS, HCPD, Merriweather Post Pavilion, and impacted area businesses. The cost is estimated at \$25,000.00.
3. MHA Audio -MHA Audio LLC will provide sound for all 12 comprehensive high school commencement ceremonies. This includes sound system rental, professional services, transportation fees and coordination with HCPSS, local law enforcement, Merriweather Post Pavilion and impacted area businesses. The cost is estimated at \$28,000.00.
4. It's My Amphitheater, Inc. -Merriweather Post Pavilion will serve as the venue for all 12 comprehensive school commencement ceremonies. This includes on-site event staff, stage manager, technology production/support, and professional stagehands to install the graduation set, do lighting design, secure and store HCPSS stage items, and full use of facilities such as backstage. As a part of providing technology production/support for the 12 comprehensive high schools, MPP/IMP will also provide these services for the Cedar Lane graduation ceremony to be held at the school. The cost is estimated at \$45,000.00.

The total cost for this agreement is not to exceed \$105,000 as approved by the Howard County Board of Education on May 12, 2022. Funds may be moved between line items as needed.

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9/27/5,27,2022

**AGREEMENT and RELEASE**

This Agreement is made between **It's My Amphitheater, Inc.** ("IMA"), (a Maryland corporation) d/b/a Merriweather Post Pavilion, ("IMA/MPP"), and Howard County Board of Education (HCPSS). Whereas HCPSS wishes to store and/or display certain items (the "Items"), more particularly described in Addendum C, at Merriweather Post Pavilion (the "Premises") the parties agree as follows:

IMA/MPP is a seasonal, outdoor entertainment venue facility manager. In conjunction with its sponsorship activities at the Premises, HCPSS wishes to temporarily store and display certain Items on the Premises. MPP hereby informs HCPSS, and HCPSS acknowledges, that the Items will be stored and displayed on the Premises. While IMA/MPP will make best efforts to safeguard the Items, this Agreement shall constitute a full release by HCPSS of IMA/MPP and IMA/MPP's agents, parents, subsidiaries, and affiliates, and their respective partners, shareholders, directors, members, officers, owners and/or employees of any and all claims relating in any manner to the Items.

IMA/MPP shall not be responsible and HCPSS waives any right it may have against IMA/MPP and its agents, parents, subsidiaries, and affiliates, and their respective partners, shareholders, directors, members, officers and/or employees, for any loss or damage to Items placed, displayed, used or stored in or about the Premises by HCPSS, its agents, contractors, employees, guests or invitees. HCPSS agrees that the Items brought or permitted by it on the Premises shall be placed, used, displayed and stored on the Premises at the sole risk of HCPSS. IMA/MPP shall have no responsibility or liability for losses suffered by HCPSS, its employees, agents, contractors, guests or invitees, which are occasioned by theft or disappearance to the Items.

Licensee agrees that the storage facilities are in such condition as to safely store HCPSS materials in a reasonable manner.

HCPSS shall defend indemnify and hold IMA/MPP harmless from and against any suit, loss, damage, claim, demand or expense, including without limitation court costs and reasonable attorney's fees, arising out of any claim for damages, or upon any other considerations whatever, occurring by reason of Licensor's or HCPSS' acts or omissions or the acts or omissions of Licensor's or HCPSS's employees, personnel, agents or representatives with respect to the Items.

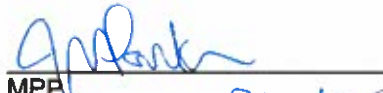
By the end of the day on June 3, 2022, HCPSS shall remove all Items from storage on the Premises. If HCPSS fails to remove the Items, IMA/MPP shall have the right to cause the removal thereof, at HCPSS's sole risk and expense.

This agreement shall be governed by, enforced and interpreted in accordance with the laws of the State of Maryland.

MPP and HCPSS hereby agree to all of the above terms and conditions of this Agreement.



\_\_\_\_\_  
HCPSS  
Print Name: Michael J. Martirano, Ed.D.  
Date: Superintendent



\_\_\_\_\_  
MPP  
By: James S. Parker  
Date: 5/27/2022

**ADDENDUM C – list of Items to be stored or left on display at Merriweather Post Pavilion for Graduations:**

1. Rental drapes- I need an answer on this ASAP. I need to book Drape Kings and need to know if they need to do two installations.
2. Hanging banners- (4 rectangle, 1 circle)- All fold down and require little room, but requires your team to hang. I would like to leave them so the crew has access to reinstall them after the show.
3. Carpet runner- Not a lot of space required for storage, but your crew installs and secures it.
4. Staircase- This takes an HCPSS team to install. I suspect they will want to reinstall it early Tuesday morning, having it onsite for them makes it much easier to coordinate.
5. Wheel chair lift- Same as the staircase

Next in line are the other stage items, so that the full stage can be reset

1. 2 Podiums
2. 45 stage chairs
3. 13 Floor standing banners (schools and 2022)
4. 2 potted plants
5. 2 flags and stands
6. Percussion (4-5 timpani drums, xylophone, chimes)
7. Note- the platforms for the chairs and tables belong to MPP.

Items on the floor- if there is no room for these, it would be manageable for us to bring them in early Tuesday morning.

1. 2 racks of music stands (50 stands total)
2. 4 choral risers

*9/15/22-2022*

