

**AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND ROC PARK, INC.**  
**For Drop Dead Beach Bash**

This Agreement is entered into by and between the **City of Madeira Beach** (“CITY”) and **ROC Park, Inc.** (“ROC PARK”) for the planning and execution of the **Drop Dead Beach Bash** (“Event”), to be held at the Madeira Beach Recreation Complex.

**1. EVENT APPLICATION & ADDENDUM**

ROC PARK shall submit a completed event application for each annual Event to the CITY no fewer than sixty (60) days and no more than three hundred sixty-five (365) days prior to the first scheduled day of the Event, in accordance with City ordinance. ROC PARK shall also adhere to all guidelines and requirements outlined in the Event Addendum provided by the CITY. Failure to comply with this requirement may result in termination of this Agreement.

**2. HOST SPONSOR RECOGNITION**

The CITY shall be recognized as the Host Sponsor for the Drop Dead Beach Bash. In exchange, the CITY agrees to waive all fees related to the use of CITY recreational facilities for this Event.

**3. MARKETING & MEDIA RIGHTS**

ROC PARK agrees to grant the CITY full rights to use any and all video content, images, promotional materials, publications, and marketing collateral created for or as a result of the Event. These materials may be used by the CITY for pre-event, in-event, and post-event promotions, both digital and print.

**4. STAFFING & COST RECOVERY**

While the CITY waives all fees for use of CITY recreational facilities related to the Event, ROC PARK agrees to reimburse the CITY for any hourly-wage staff costs incurred as a result of CITY staff required to work during the Event. This includes payment at the applicable billable hourly wage plus benefits rate for all staff assigned by the CITY. Staff who volunteer during their personal time and are not scheduled by the CITY shall not be included in the reimbursement.

Rental of the restroom and bar trailer has been requested by ROC PARK for the event. The items will be available at a daily rental cost, listed below:

Restroom Trailer : \$250 per day

Bar Trailer : \$50 per day

## **5. TERM & TERMINATION**

This Agreement is in effect for the 2025 Event occurrence. Either party may terminate this Agreement by providing written notice no less than one (1) year prior to the scheduled start date of a future Event.

## **6. LIMITATION OF FEE WAIVER**

The CITY's waiver of recreational facilities fees applies exclusively to the Drop Dead Beach Bash. No other events hosted by ROC PARK or third parties on CITY property shall benefit from this waiver. Furthermore, fees incurred by other CITY departments in connection with the Event (e.g., Fire/EMT, Sanitation, etc.) shall not be waived and remain the responsibility of ROC PARK.

## **7. EMERGENCY SERVICES & SAFETY PLAN**

ROC PARK shall coordinate with the Madeira Beach Fire Department, Emergency Medical Services (EMS), and the Pinellas County Sheriff's Office to ensure proper safety planning for the Event.

## **8. INSURANCE & INDEMNIFICATION**

ROC PARK shall obtain and maintain general liability insurance with minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for the duration of the Event. The CITY shall be named as an additional insured on the policy. A certificate of insurance must be submitted to the CITY no later than 30 days prior to the Event.

ROC PARK agrees to indemnify, defend, and hold harmless the CITY, its officers, employees, and agents from and against any and all claims, liabilities, damages, costs, and expenses, including reasonable attorney's fees, arising out of or related to ROC PARK's operations, use of CITY property, or conduct of the Event.

## **9. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to acts of God, weather, war, pandemic, government restrictions, or other events beyond their reasonable control (“Force Majeure”). In the event the Event is canceled due to Force Majeure, the CITY's waiver of fees shall not automatically carry over to any rescheduled date unless otherwise agreed upon in writing by both parties.

#### **10. AMENDMENT**

This Agreement may be amended only by a written instrument signed by authorized representatives of both the CITY and ROC PARK.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below:

APPROVED BY THE BOARD OF  
COMMISSIONERS THIS \_\_\_\_ DAY OF  
\_\_\_\_\_ 2025.

AS AGREED THIS \_\_\_\_ DAY OF  
\_\_\_\_\_ 2025.

\_\_\_\_\_  
City of Madeira Beach

\_\_\_\_\_  
ROC Park, Inc