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**CITY OF ATLANTIC CITY
SPECIAL EVENT LICENSE AGREEMENT**

LICENSEE: **GOLDFISH BEACH CLUB, LLC (“Licensee”)**
CONTACT: Hans Emilio Mullings
TELEPHONE: (954)805-4544
ADDRESS: 3119 Boardwalk R-18, Atlantic City, NJ 08401

NAME OF EVENT: **1) 5th of July Celebration (July 5, 2025)**
2) BRT Weekend (July 11-13, 2025)
(individually, the “Event”, collectively, the “Events”)

DATE OF EVENTS: **June 30, 2025 – July 15, 2025 (includes total time on site)**

LICENSED AREA: **Missouri Avenue Beach (aka, “Chicken Bone Beach”)**
(As further outlined on the Site Plan attached hereto as Exhibit B (the “Premises”))

THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, herein referred to as "**City**" located at 1301 Bacharach Boulevard, Atlantic City, New Jersey, 08401, and **GOLDFISH BEACH CLUB, LLC**, located at 3119 Boardwalk R-18, Atlantic City, NJ 08401, hereinafter referred to as the "**Licensee**", pursuant to Resolution No. 392 adopted by City Council on May 21, 2025, a copy of which is attached hereto as **Exhibit A** and made a part hereof.

Event Description:

- **5th of July Celebration:** One (1) day of Latin, Electronic, & Top 40 Music
- **BRT Weekend:** Beach Road Trip Weekend is a multi-day Caribbean Music Festival. Patrons from around the world travel to party, vacation, and celebrate in each other’s company for an entire weekend. The event spans 3 days in a beautiful resort location. The Events will have the estimated number of attendees per day outlined on the attached **Exhibit C**.

1. **Term.** Licensee will have full access to and use of the Premises required for the individual events as follows: (The below dates are collectively referred to as the “Term”)

- a. **Total Time on Site:** June 30, 2025, through July 15, 2025 (16 total days on the Premises).
- b. **Load-in:** June 30, 2025
- c. **Load-out:** July 15, 2025 (must completely vacate site no later than 12:30pm)
- d. **Event Dates:**
 - 1) 5th of July Celebration: July 5, 2025 (1 day)
 - 2) BRT Weekend: July 11-13, 2025 (3 days)

2. **Permits.** Licensee shall be responsible, at its sole cost and expense, to acquire all mercantile, fire, health or construction permits that may be required. The Health Department Inspection fees shall be as required under the City Code. Such fees shall be payable in accordance with the standard Mercantile and Health Division process for issuing such permits. In accordance

with the City Code Section 170-5(B), the City has determined that the fee for the Multiple Vendor Mercantile Permit to cover the Events, including the Licensee and all vendors at the Event shall be: \$ 1,040.00

3. **Site Fee.** The Licensee shall pay to the City for use of the Premises a site fee of **\$25,000.00** (the "Site Fee"). The Site Fee shall be paid to the City at least ten (10) days prior to the load-in date and is non-refundable. The Site Fee does not include any applicable mercantile, fire, health or construction permit fees that may be required. It is understood and acknowledged that Licensee will have the right to leave certain equipment and items on the Premises for each Event (e.g. staging, risers, decks, flooring, roads, tents, trailers, fencing and other temporary facilities, etc.) at its own risk, until the end of the Term, in such locations and configurations as mutually agreed upon by the parties.

4. **Licensee Obligations.**

- a. Indicate that the Events have been hosted and supported by the City of Atlantic City in all media and marketing material produced by Licensee.
- b. With the approval of the appropriate City department, be responsible for the Event layout, & security plan.
- c. Pay for all police detail costs for police personnel support required for the Events as mutually determined by Licensee and City.
- d. Reimburse the City for all actual Office of Emergency Management costs incurred by the City relating to the Events.
- e. include language in all agreements between Licensee and vendors providing the City of Atlantic City with indemnification, defense, and a hold harmless clause along with a certification of insurance listing the City as an additional insured as required by the City Risk Manager.
- f. Based on the estimated attendance for the Events, the estimated cost for Police, Fire, OEM, HHS, and Public Works services is **TWO HUNDRED TWENTY THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS AND EIGHT CENTS (\$220,227.08)** (hereinafter, the "City Services Fee"). Licensee acknowledges and agrees to pay the City Services Fee at least ten (10) days prior to the load-in date and Licensee also agrees to pay for any City services over and above the original estimated cost, should they be required and utilized (See **Exhibit C** for costs per department).
- g. Security Deposit: Licensee shall pay **TEN THOUSAND DOLLARS (\$10,000.00)** upon execution of this Agreement as security against damage to City property (the "Security Deposit"). City shall have the right to apply any part of the Security Deposit against any actual and documented damages owed by Licensee pursuant to the provisions of **Section 13**, if any.
- h. Personal Liability for Payment: Licensee and its principal shareholders, Hans Mullings, Sr. and Hans Mullings, Jr., acknowledge and agree that they are personally liable for all fees required under this Agreement should the Licensee, Goldfish Beach Club, LLC fail to pay for any services.
- i. Payment: Licensee shall pay City all fees as outlined on Exhibit C attached hereto.

5. **Non-Performance.** For purposes of this Section 5., "Confirmation Date" means the date that is ten (10) business days prior to the date of an Event.

a. If Licensee cancels any Event prior to the Confirmation Date for such Event for any reason, or after the Confirmation Date due to a breach of this License Agreement by City, (A) Licensee shall not be responsible for the Site Fee for such Event and shall receive a refund of same from City; and (B) Licensee shall not be responsible for the City Services Fee for such Event and shall receive a refund of same from City.

b. If Licensee cancels any Event after the Confirmation Date for such Event for reasons other than breach of this License Agreement by City or a Force Majeure Event provided in Section 14, Licensee shall be responsible for, and/or shall not be refunded, the Security Deposit, the Site Fee and City Services Fee set forth herein.

c. If Licensee cancels any Event after the Confirmation Date for such Event due to a Force Majeure Event as provided in Section 14, (A) Licensee shall not be responsible for the Site Fee for such Event, and shall receive a refund of same from City; and (B) Licensee shall only be responsible for any actual and documented, out-of-pocket expenses incurred by City in connection with the specific cancelled Event that are unable to be mitigated after City's reasonable efforts to do so, and shall receive a corresponding refund of the City Services Fee for such Event paid to the City under Section 4(f), less such actual and documented, out-of-pocket expenses.

6. **Holding-Over.** Should the time of the Events exceed the time allotted in section 1(a) above, there shall be an additional charge to the Licensee, at the discretion of City in the sum of Five Hundred Dollars (\$500.00) per day.

7. **General Assistance From The City.**

a. To the extent allowable by law, City will assist Licensee in securing all required permits and licenses necessary to put on the Event, including, without limitation, assistance related to any applicable mass gathering permit, zoning permissions, permissions to sell alcoholic beverages, sound ordinance requirements.

b. To the extent allowable by law, City agrees to fully cooperate with Licensee in its efforts to obtain incentives from various governmental and utility entities and any such incentives shall be passed on to Licensee in full.

c. At the request of the Licensee, the City will consult with the Licensee on the design and implementation of the transportation and parking plan for the Event.

d. The Premises will be operated and maintained in good clean working order and operating condition by City prior to the Term. Licensee represents that it has not conducted a complete inspection of the Premises but is generally familiar with the Premises and the available utilities and accepts them "AS IS" except as set forth herein.

8. Rights Of Licensee.

a. Use: The Premises shall be used by Licensee for the Events as described herein. The Licensee and all vendors shall comply with all applicable ordinances, licensing, and inspections.

b. Concessionaire's Permit: Licensee acknowledges that because the Event is located on property owned by a public entity, it shall be required to obtain a Special Concessionaire Permit from the New Jersey Division of Alcoholic Beverage Control (ABC). Pursuant to N.J.A.C. 13:2-5.2, issuance of a Special Concessionaire Permit is conditioned upon the alcoholic beverage concessionaire entering into an agreement with City authorizing the sale of alcoholic beverages. Licensee is free to choose in its discretion the vendors, including all food, non-alcoholic beverage, and merchandise concessionaire to operate at the Event. City acknowledges and agrees that Licensee may engage in the sale of alcoholic beverages to the general public for consumption on the Premises under the following terms:

- i. Grant of Concession Rights. Subject to the terms and conditions of this Agreement, City hereby grants, gives and concedes to the Licensee the right and privilege to sell and serve within all of the Premises, beer, ale, malt liquor, wines and spirituous liquors (collectively, "alcoholic beverages") during the Term. Licensee/Concessionaire acknowledges and agrees that the rights granted hereby relate to the Premises only, and nothing herein shall be construed to grant to Licensee any additional or ancillary rights outside of the Premises, or grant to Licensee any right to object to the grant of any alcoholic beverage concessions in any areas outside of the Premises or at any time outside of the Term.
- ii. City Cooperation. Subject to the terms of this Agreement, City shall cooperate in procuring the Special Concessionaire Permit from NJABC, including, without limitation, the delivery of a letter of authorization in accordance with N.J.A.C. 13:2-5.2(c)1. The Special Concessionaire Permit shall be coterminous with the Term of this Agreement and, unless otherwise provided in writing by the City, the City's consent to this issuance of the Special Concessionaire Permit shall only apply to such Permit for the Term. The Licensee shall pay all reasonable and customary costs and expenses in connection with the application to NJABC and compliance with the Special Concessionaire Permit.
- iii. Compliance with Legal Requirements, Insurance Requirements and License Agreement. At all times during the Term, the Licensee shall comply with all of the following: (a) all laws, statutes, codes, ordinances, orders, regulations and requirements of any federal, state, county or local agency, department, commission, authority, court or tribunal and any successor thereto, of competent jurisdiction, exercising executive, legislative, judicial or administrative functions of or pertaining to government, including without limitation the NJABC, now of hereafter in effect, (b) all requirements and conditions to maintain any insurance policies required pursuant to the terms of this Agreement, and (c) all of the terms and conditions of the License Agreement for the Events.

Other than generally applicable sales tax and business licenses taxes that may applicable to such operations and the revenue from the parking operation, no additional rent or other fee shall apply to such activities and Licensee shall retain all proceeds therefrom solely for its own account and without any financial obligation to City with respect thereto.

c. Food Vendors. Licensee will consider input from City for suggested food and other concessionaires that will add a local, Atlantic City flavor and feel to the Event.

d. Sponsorships. Licensee shall have the opportunity to sell sponsorship packages to third parties and retain all proceeds there from solely for its own account and without any financial obligation to City with respect thereto. Licensee's sponsorships agreements can include agreements to grant exclusive products rights, such as, without limitation, exclusive beverage pouring agreements, for the Event. Licensee shall have the right to temporarily cover any existing advertising signage located at the Premises during the Event, but the coverage of traffic or any other safety signs can only be done with City's prior approval. Licensee shall not cover any signage that is (1) on or within the existing stadium; (2) on the grounds of the Skate Zone; or (3) existing on the Premises as of the date of the execution of this Agreement, without the prior approval of the Atlantic City Solicitor's office, which approval shall not be unreasonably withheld.

e. Additional Taxes/Fees. No tax specific to the Event or the Premises will be charged to Licensee or the third parties it contracts with related to the Event and no permit, license or similar approval related to the Event will be conditioned upon a tax or fee of any kind specific to the Event, or festivals in general except those that currently exist and are required under this Agreement. The charges for any police and other public services required by the City as a condition to the Event are not included in the License Fee stated herein.

f. Ticket Sales. Licensee shall be permitted to charge for entry into the Event and entitled to retain all revenue, if any, generated from that charge except as otherwise provided herein.

g. Construction of Temporary Facilities: Licensee shall have the right to construct temporary Event facilities including theatrical and support services facilities needed for the Event. The construction of any permanent facilities by Licensee shall be subject to the consent of the City. Licensee shall provide City with plans and specifications of any such permanent facility for City's review and approval, such approval not to be unreasonably conditioned, delayed or withheld. Licensee agrees that Licensee shall be liable for any damage to City property during construction of temporary facilities, including but not limited to, damage to the boardwalk during transport of materials.

h. Fencing: Licensee shall have the right to utilize fencing to ensure that only authorized persons may attend the Event. At the Licensee's discretion and as Licensee shall deem necessary for each Event, Licensee shall either repair existing permanent fencing or provide appropriate temporary fencing at the Premises to adequately surround and secure the Premises for Licensee's use. City shall not require any such fencing to be installed as part of any permitting process or otherwise and the installation or repair of any fencing shall be at Licensee's sole discretion.

i. Event Performances. The Licensee shall have full artistic control of its Event and performances, and City affirms Licensee's right to free expression provided all other License obligations are satisfied.

j. Trash Removal. The City will provide waste containers and waste collection and removal each day of the Event as needed, in advance of and following the Event, to remove all waste created by the Event, including without limitation the waste created by concessionaires and third-party licensees. The City shall provide such amount that shall be deemed adequate by the City's Director of Public Works, on the Premises each day of the Event for these purposes. The Licensee shall reimburse the City for the actual cost of the waste removal.

k. Utilities/Lighting. Licensee shall provide generators for electric. Licensee shall provide a water meter for meter cost of water at the Licensee's cost. All necessary electrical connections must be made by a licensed electrical contractor. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

l. Licensee shall provide City with an adequate number (not to exceed 25) of non-transferrable credentials for key City working personnel to attend the Event.

m. Police Personnel. City will provide the following police personnel and services during each Event. City's Chief of Police or their designee shall meet with and discuss the Crowd Control and Security Plan necessary for each Event. It shall be in the sole discretion of the City's Police Chief or their designee to determine the City's Police Department participants and role in each security plan for each Event.

Crowd Control and Security Plan. Licensee shall provide the City's Chief of Police or his designee a Crowd Control and Security Plan **at least thirty (30) days prior** to load-in of the Event for comment and approval which approval will not be unreasonably conditioned, withheld or delayed. It shall be in the Chief of Police's or his designee's sole discretion to require revisions to the Crowd Control and Security Plan submitted by the Licensee including but not limited to additional security measures. The Licensee shall provide the Chief of Police or his designee confirmation of acceptance and implementation of the Chief's requirements and revisions to the Security Plan no later than fifteen (15) days prior to the applicable Event date. Licensee understands and agrees that any revisions to the Crowd Control and Security Plan may result in an increase in fees, which shall be paid to the City seven (7) days prior to Event.

Licensee's security personnel shall remain on their posts until released by the head of Licensee's security as agreed upon by the Atlantic City Police Department Commander or his/her designee.

n. Licensee will provide an emergency health team and vehicles as appropriate to an Event of this type and provide the City's Risk Manager with a certificate of insurance including the City of Atlantic City as an additional insured or named insured as required by the City Risk Manager.

o. Traffic Management. City will provide Licensee full traffic management and logistics support and coordination prior to and during the Events regarding access to the Premises for

equipment, supplies, contractors, vendors, patrons and employees. City shall work collectively with the Licensee, State of New Jersey, South Jersey Transportation Authority and any other entity with an interest in the traffic management plan to assure sufficient support for Event transportation and Premises access. City shall produce a traffic and transportation plan for each Event no later than seven (7) days prior to each Event.

9. Intellectual Property.

a. No party hereto shall use any name, trademark, service mark, or logo of the other for any purpose, without the prior review of all proposed uses by the owner of the name, trademark, service mark or logo and the express prior written consent of such owner. Notwithstanding the foregoing, Licensee may use the official name of the Premises in accurate and truthful advertising solely as a means for identifying the location of the Event.

b. Licensee shall own all video, images, sound and other recordings (“Recordings”) arising out the Event which it may exploit as it desires. Licensee will allow City to use the same to promote the Event, subject to prior approval of Licensee as to each use; however, any reuse, reprogram or distribution is subject to a separate license agreement and royalty rate.

c. Licensee will assume all costs arising from Licensee’s use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used by Licensee at the Event.

d. City agrees that it may not create a recording, either visual or audio of any kind of the Event.

10. Insurance.

a. Before arriving on site and as a condition of this Agreement, the Licensee shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Licensee’s operations under this agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Licensee, any of Licensee’s officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless, caused by the sole negligence of the City.

b. Proof of this insurance shall be provided to the City thirty (30) days prior to the Events as set forth below. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the City of the Licensee’s insurance obligations set forth herein.

c. In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, the Licensee will defend and indemnify the City at the Licensee's expense.

d. The Licensee must obtain the required insurance with the carrier rated A-VIII or better by A. M. Best. In the event the Licensee subcontracts any part of the Events, these insurance requirements apply to all subcontractors.

e. The Licensee shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

\$5,000,000 Each Occurrence (Bodily Injury and Property Damage)

\$5,000,000 General Aggregate

\$5,000,000 Product/Completed Operations Aggregate

\$5,000,000 Personal and Advertising Injury.

Contractual Liability that will respond to the Indemnification clause, shall be included in the primary policy and follow through to the excess policy. The General Aggregate Limit shall apply separately to the event dates as defined in this Agreement. As an alternative, the Applicant may provide Commercial General Liability Insurance with no General Aggregate. Liability coverage will specifically include coverage for participants.

If, at any time, the total aggregate policy limits are reduced by fifty percent (50%) as a result of paid or incurred claims, Licensee will bind additional insurance to replenish the policies back to the original required limits of insurance.

Liquor Liability Insurance; if selling or serving alcohol

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Licensee (or Licensee's liquor subcontractor) must confirm that the full limits are available, and they have not been reduced by other claims. Required if the Licensee is in the business of selling or serving alcohol.

Comprehensive Automobile Liability Insurance

\$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage. Coverage must include all owned, non-owned and hired vehicles used by the Licensee.

Umbrella Liability Insurance

\$5,000,000 per Occurrence

\$5,000,000 Aggregate.

Umbrella policy will provide coverage at least as broad as primary policies and will apply excess of General Liability, Liquor Liability and Automobile Liability and Coverage B.

Workers' Compensation and Employers' Liability Insurance

\$500,000 Each Accident
\$500,000 Each Employee for Injury by Disease
\$500,000 Aggregate for Injury by Disease.

If the Licensee is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by law. Licensee shall also require all Third Parties to provide workers compensation insurance for any obligation that such Third Parties may have with respect to statutory obligation of the NJ Workers Compensation or Occupational Disease Laws.

f. ***Other Conditions.***

The City, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Licensee's Commercial General Liability Policy, Liquor Liability, Business Auto Liability and Excess Policy all of which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, noncontributory and not co-primary in relation to the coverage (s) procured by the Licensee, any of its contractors, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operations of statute, government regulation or applicable case law.

A Waiver of Subrogation clause shall be added to the General Liability, Excess Liability, Automobile Liability and Professional Liability policies in favor of the City and this clause shall apply to the City's elected or appointed officials, officers, agents and employees. It should also apply to the Licensee's Worker's Compensation policy if allowed by state law. If the Licensee's or Licensee's Subcontractor's policy limits are greater than the minimum limits noted above, the minimum limits required are automatically adjusted to those greater limits.

Prior to commencement of event, Licensee shall submit a Certificate of Insurance in favor of the City and as an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

Thirty (30) days prior to the commencement of the event, Licensee shall submit all required certificates of insurance in favor of the City and as an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

In any and all claims against the Additional Insureds by any employee of the Licensee, anyone directly or indirectly employed by the Licensee or anyone for whose acts the Licensee may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Licensee under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

The Licensee shall maintain in effect all insurance coverages required under this Agreement at the Licensee's sole expense and with a carrier(s) rated A-VIII or better by A. M. Best. In the event

the Licensee fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Licensee, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the insurance carrier(s) will provide 30 days advance notice of the cancellation or non-renewal.

g. All contractors, subcontractors or vendors (collectively referred to as Third Parties) retained by the Licensee shall have General Liability limits as detailed below. The limits apply in the aggregate. The failure of a Third Party to maintain the required limit shall not be considered a breach of this Agreement by the Licensee.

(1) Food Vendors	\$2,000,000
(2) Craft vendors	\$1,000,000
(3) Amusement ride operators	\$5,000,000
(4) Any animal attractions	\$2,000,000
(5) Security company	\$5,000,000
(6) Fireworks/pyrotechnics	\$5,000,000
(7) Equipment rental including installation	\$5,000,000
(8) Construction trades	\$2,000,000

11. Indemnification.

a. Licensee agrees to conduct its activities upon the Premises so as not to endanger any person lawfully thereon; and to indemnify, defend and save harmless the City, its respective directors, officers agents and employees, against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor, of Licensee arising out of the activities conducted by Licensee, its agents, employees, members, alcoholic beverage servers or guests, excepting claims arising solely from the gross negligence or willful misconduct of City, its respective directors, officers, agents and employees. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Premises or any part thereof or in any way increase any rate of insurance upon the Premises.

b. Licensee agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances and Licensee agrees to provide evidence of same to City upon demand.

c. Licensee agrees that Licensee's use of premises shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the local rules, regulations, ordinances and licenses of the City. If the attention of Licensee is called to a violation on the part of Licensee or any personnel employed by said Licensee, Licensee will immediately desist from and correct such violation.

d. Licensee agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and valid requirements by duly authorized governmental agencies responsible for public safety to assure such safety where applicable.

e. Licensee shall include City as an indemnified party in its vendor agreements with all private security companies and any company that erects, installs or builds stages. Licensee shall use reasonable efforts to include City as an indemnified party in indemnification provisions in its vendor agreements with all other third parties.

12. Relationship.

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture, between the parties nor to create an agency partner relationship between parties. Neither party shall hold itself out as a partner, joint investor or agent of the other under this Agreement.

13. Premises Delivery and Return.

City will provide the Premises reasonably clean to Licensee at the beginning of the Term, free of all debris and hazards and with all lights fully operational. Licensee shall return the premises in the same, clean condition as provided by City at the end of the Term, ordinary wear and tear excepted. In the event that Licensee shall leave any property on the premises after the termination of the Term, City may upon five (5) days written notice, dispose of said property as it may see fit whether by selling the same, destroying it, or otherwise arranging for its removal from the Premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

City will, at Licensee's request, accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless City for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time, except for gross negligence or willful misconduct by City.

14. Representation and Warranty Of Fitness.

City does not make any representations or warranty of fitness. The Premises are Licensed to the Licensee in an "as is" condition.

15. Force Majeure.

a. If an Event cannot take place, in whole or in part, because of an Act of God, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either Party or which either Party is unable to avoid by exercise of due diligence, neither Party shall have any obligation or liability to the other relating to the Event as a result thereof. In such event, the Parties shall each work together in good faith to resume performance, including but not limited to rescheduling the Events, if, in the opinion of Licensee,

resuming performance and/or rescheduling is commercially feasible.

b. In case the Premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the City impossible, including but without limitation thereto, the requisitioning of the Premises by the United States Government or any arm or instrumentality thereof or the restriction of use of the Premises as proposed by Government Executive Order, law or regulation, then and thereupon, this Agreement will terminate and the Licensee shall not pay the fees required hereunder and the said Licensee hereby waives any claim for damages or compensation should this Agreement be so terminated. In the event of such cancellation, Licensee may, with the approval of the City, leave equipment, or show material on the premises, but Licensee assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the City to evacuate the premises because of a bomb threat or for other reasons of public safety, the Term will be extended by the period of such evacuation, and the Events may continue when the public safety concern is resolved. If it is not possible to complete presentation of the Events, rental shall be forfeited, prorated, or adjusted at the reasonable discretion of City based on the situation.

16. Jurisdiction/Venue.

The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New Jersey, without giving effect to the principles of comity or conflicts of laws thereof. The Parties hereto knowingly and voluntarily intend and agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be the state and federal courts in and for Atlantic City, New Jersey. All parties hereto hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing and submit themselves thereto. Each party hereby waives any right it may have to assert the doctrine of forum non-convenient or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

17. Limitations Imposed By Law.

All provisions of this Agreement are subject to all applicable requirements, limitations, and conditions of the federal, state and local codes, laws, ordinances, regulations and rules applicable to the Events. Further, it is understood and agreed that Licensee's use of any benefits received hereunder are subject to and must be utilized in accordance with all applicable federal, state, local, rules, regulations, laws, codes, ordinances.

18. Reservation of Rights.

City and Licensee, reserves all rights not expressly granted to the other in this Agreement.

19. Green Acres Rules. Licensee acknowledges and agrees that:

a. City has selected Licensee and awarded this Agreement in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. Resolution No.392 of 2025 approving this Agreement is attached hereto as Exhibit "A".

b. Notwithstanding anything to the contrary contained herein, Licensee's rights under this Agreement shall be subject to, limited by and exercised in accordance with the Green Acres Rules at N.J.S.A. 13:8C-1, et seq. and N.J.A.C. 7:36, et seq., as may be amended and supplemented, including the LWCF implementing guidelines at 36 C.F.R. 59. Furthermore, the City shall exercise its rights under the Agreement to ensure that the Premises continues to be operated for conservation and recreation purposes in accordance with the Green Acres Rules.

c. The activities conducted on the Premises must be conducted in a manner that affords "reasonable public access" to the Premises;

d. Licensee shall comply with all state and federal civil rights and accessibility legislation, including Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, along with their state equivalents and their respective enabling regulations. By way of example and not limitation, Licensee shall not discriminate against any worker, employee, contractor, or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin or handicap, nor otherwise commit an unfair employment practice and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, age, sex, or national origin;

e. All meal and drink prices charged by Licensee to the public shall be competitive with similar facilities operated on private property;

f. Licensee acknowledges that City, the Department and NPS each have the authority to periodically review this Agreement and Licensee's operations of the premises to determine whether such operations comply with the Green Acres Rules, and each may terminate this Agreement in the event it is determined that Licensee's operations violate the Green Acres Rules.

20. Entire Agreement/Counterparts.

This document, including the cover page and the Exhibits, contain the entire agreement of the parties relating to the subject matter contained herein. There are no promises, terms, conditions, rights or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto. This Agreement may be executed in several counterparts that together shall constitute but one and the same Agreement. An electronic or facsimile copy thereof shall be deemed, and shall have the same legal force and effect as, an original document This is a severable agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and

fully enforceable as if the unenforceable part has never been a part thereof. No party may assign this Agreement without the prior written consent of the other party.

21. No Construction Against Drafting Party.

Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22. Confidentiality.

Except as required by law, this Agreement, the terms and conditions contained herein and details of ensuing negotiations will remain confidential among the parties to the transaction and no proposals, License drafts or summaries of any kind will be distributed, copied or otherwise transmitted, orally or in writing, to any entity or person, except authorized employees or agents of the Licensee and City. This confidentiality provision shall not apply to any material or information that is or becomes generally available to the public because of disclosures that are required of the City as a public entity.

23. Right to Eject.

City reserves the right to eject or cause to be ejected from the premises any person or persons at the Events which City determines to be (i) violating the law or (ii) a safety risk to the Events. City shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by City of such right.

24. Default.

Licensee further covenants that, if any default is made in the payment of any amount due under this Agreement or any part thereof at the times above and herein specified, or if any default is made in any material covenant or agreement therein contained, and Licensee has not cured the default in a reasonable amount of time as specified in writing by City, this permit and the relationship of the parties at the option of the City shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said City may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession. In case legal action is instituted by City to enforce compliance with the Agreement, City shall be entitled to the costs of the suit and reasonable attorney's fees.

City covenants that, if any default is made in any material covenant or agreement herein contained, and City has not cured the default in a reasonable amount of time as specified in writing by

Licensee, City shall be responsible for all damages arising there from, if and only if the matter has been adjudicated in court of law and City has been found liable for such damages.

In case legal action is instituted by either party to enforce compliance with this agreement, the substantially prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

25. Civil Rights.

Licensee agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public. To the extent permitted by law, Licensee will give preference to the residents of the City when hiring temporary personnel for the event.

26. Sub-Licensing.

The Licensee shall not sub-License the Premises without the City's written consent. In no way shall any sub-licensing reduce or limit Licensee's obligations to City under this Agreement.

27. NJ Executive Orders Relating to Covid-19.

The City and Licensee acknowledge and agree that this Agreement and the use of the Licensed Area as provided herein are at all times subject to the restrictions of NJ Executive Orders in effect on the date of the Event.

[SIGNATURES ON NEXT PAGE]

ACCEPTANCE OF TERMS AND CONDITIONS:

The undersigned individuals each warrant that they are authorized to execute and deliver this Agreement on behalf of the entity they are signing for.

This Agreement is effective as of the date of complete execution hereof.

ATTEST:

CITY OF ATLANTIC CITY

Paula Geletei
Paula Geletei, City Clerk

By: Marty Small, Sr.
Marty Small, Sr., Mayor

DATE: 6-30-05

ATTEST

GOLDFISH BEACH CLUB, LLC
And Personally

By: John Person

By: Hans Emilio Mullings
Hans Emilio Mullings

By: Veter D'Anselmi

By: Hans Mullings, Sr.
Hans Mullings, Sr.

The within Agreement approved as to form and execution.

Date: 6/30/25

By: Peter T. Sallata
Peter T. Sallata, Esq.
Assistant City Solicitor

EXHIBIT B

[Site plan of Premises]

EXHIBIT C

EVENT SCHEDULE, ANTICIPATED ATTENDANCE, & FEES

(Note: City Services Fees / Staffing levels are based upon attendance levels outlined below)

5th of July Celebration: (7/5)

- Saturday, July 5, 2025: 5,000 Attendees

BRT Weekend: (7/11-7/13)

- Friday, July 11, 2025: 11,500 Attendees
- Saturday, July 12, 2025: 11,500 Attendees
- Sunday, July 13, 2025: 11,500 Attendees

CITY SERVICES FEES - PER DEPARTMENT

5th of July Celebration: (7/5)

- **ACPD:** \$26,826.00
- **Fire Suppression:** \$6,510.00
- **Fire Prevention:** \$2,236.14
- **ACBP:** \$480.00
- **Health Dept:** \$1,633.08
- **Public Works:** See below

Total: \$37,685.22

BRT Weekend: (7/11-7/13)

- **ACPD:** \$139,880.00
- **Fire Suppression:** \$35,000.00
- **Fire Prevention:** Included Above
- **ACBP:** \$1,440.00
- **Health Dept:** \$5,715.78
- **Public Works:** \$506.08

Total: \$182,541.86

Services Total: \$220,227.08
Site Fee: \$25,000.00
Security Deposit: \$10,000.00

Grand Total: \$255,227.08

Payment of the fees herein shall be made as follows:

- 1) June 27, 2025: \$72,685.22 (itemized below)**
 - a. Site Fee = \$25,000.00**
 - b. Security Deposit: \$10,000.00**
 - c. City Services for 7/5/25 Event: \$37,685.22.**

- 2) July 11, 2025, no later than 12pm:**
 - a. One -half of BRT Weekend City Services Fee: \$91,270.93**

- 3) July 18, 2025:**
 - a. One -half of BRT Weekend City Services Fee: \$91,270.93**

STATE OF New Jersey)
) ss.

COUNTY OF Atlantic)

I CERTIFY that on 30 June, 2025,
Hans Mullings, the Secretary or Assistant Secretary of the Corporation,
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary or assistant secretary of
Goldfish Beach Club, LLC
(the corporation named in this document);
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors and;
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

 Hans Mullings
Secretary or Asst. Secretary

30 June, 2025

Theresa Bancheri

THERESA BANCHERI
Notary Public, State of New Jersey
Comm. # 50211400
My Commission Expires 7/12/2028

Resolution of the City of Atlantic City

No. 392

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director of Planning & Development/s/ Jacques Howard

Prepared by City Solicitor's Office

Council Members RANDOLPH, BAILEY & MARSHALL present the following Resolution:

RESOLUTION TO APPROVE A LICENSE AGREEMENT WITH GOLDFISH BEACH CLUB, LLC FOR A JULY 4TH WEEKEND FESTIVAL AND THE BRT WEEKEND CARIBBEAN FESTIVAL FROM JULY 4-6, 2025 AND JULY 11-13, 2025 AT MISSOURI AVENUE BEACH

WHEREAS, GOLDFISH BEACH CLUB, LLC has requested, and the City desires to grant, a license to use the Missouri Avenue Beach for a **JULY 4TH WEEKEND FESTIVAL AND THE BRT WEEKEND CARIBBEAN FESTIVAL FROM JULY 4-6, 2025, AND JULY 11-13, 2025**; and

WHEREAS, the proposed Music Festivals will have a significant economic impact for the City; and

WHEREAS, the License Agreement requires **GOLDFISH BEACH CLUB, LLC** to pay a Site Fee of \$25,000.00, a Security Deposit of \$10,000.00, and also pay for all City services for Police, Fire, OEM, and Public Works costs incurred (estimated costs are to be determined), all sums to be paid in advance in consideration for the City's services and use of City property; and

WHEREAS, the License Agreement, among other things, requires insurance and indemnification to protect the City against claims related to the use of the Beach for the **JULY 4TH WEEKEND FESTIVAL AND THE BRT WEEKEND CARIBBEAN FESTIVAL**.

NOW, THEREFORE, BE IT RESOLVED, by the City Council and the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest to the License Agreement with **GOLDFISH BEACH CLUB, LLC** for the **JULY 4TH WEEKEND FESTIVAL AND THE BRT WEEKEND CARIBBEAN FESTIVAL** and any ancillary agreement that may be required by the State of New Jersey for the issuance of an alcoholic beverage concessionaire license including a Concessionaire's Agreement in the form required by the State.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute and the City Clerk to attest to any additional documentation required by any other governmental agency to advance the purpose and obligations set forth in the License Agreement.

May 21, 2025

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
BAILEY	X					X	LACCA	X					
CROUCH	X						MARSHALL	X					
DUNSTON				X			SHABAZZ	X				X	
KURTZ	X						TIBBITT	X					
RANDOLPH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: MAY 21, 2025

Paula Geletei

/s/ Paula Geletei, City Clerk