

**CITY OF ATLANTIC CITY
2026 BEACH CONCERT LICENSE AGREEMENT**

LICENSOR: City of Atlantic City (the "City" or "LICENSOR").
LICENSEE: Live Nation Worldwide, Inc. ("LICENSEE")
CONTACT: Jon Hampton, SVP Philadelphia
TELEPHONE: 609-206-4589 / jonhampton@livenation.com
ADDRESS: 1325 N. Beach Street, Suite 204
CITY: Philadelphia **STATE:** PA **ZIP:** 19125

TYPE OF EVENTS, EVENT DATES AND PERFORMANCES: Beach concert with a sellable ticketed capacity of 35,000 persons per day (unless mutually agreed to be a higher number), plus complimentary tickets as issued by LICENSEE in its reasonable discretion and working personnel, on such dates and with such performers as set forth on Schedule A, which Schedule A may be modified from time to time by agreement of LICENSOR and LICENSEE (individually, an "Event" and collectively, the "Events"). Notwithstanding certain references to "Events" or other contextual inferences to more than one Event, the parties acknowledge and agree that LICENSEE is only presenting one Event in 2026.

LICENSED AREA: Beach as outlined on the plan attached hereto as Schedule B (the "Premises").

1. TERM; FEES; LICENSEE OBLIGATIONS

(a) Term. LICENSEE'S use of the Premises will commence on the date of set-up for the Event, at which point LICENSEE will have full and exclusive access to and use of the Premises until a mutually agreed upon period of time following the Event set forth on Schedule A (the "Use Term" or "Term"). The beginning of the Use Term will be determined by the parties, taking into consideration other uses of the Premises and surrounding areas granted by LICENSOR, which LICENSOR will schedule so as not to unreasonably interfere with the Event, including load-in and load-out thereof. LICENSEE will have the right to place and setup Event-related equipment and items on the Premises (e.g., staging, risers, decks, flooring, roads, tents, trailers, fencing and other temporary facilities, etc.) at its own risk during the Use Term, in such locations and configurations as mutually agreed upon by the parties.

(b) Access to Premises. LICENSOR shall grant LICENSEE access to the Premises prior to the Term and prior to each Use Term for planning and preparation purposes upon reasonable request to LICENSOR and as mutually agreed.

(c) Events. The Events shall be held on the dates and by the performers as set forth on Schedule A.

(d) Beach Rental Fee; Fixed Expense Fee. The combined amount payable by LICENSEE for Beach Rental and LICENSOR'S predetermined Fixed Expenses for the Event is **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00)** (collectively, the "Event Fee"). The Event Fee is due on August 7, 2026 (the date which is ten (10) calendar

that no agreement with any alcoholic beverage concessionaire shall be effective unless and until LICENSOR has reviewed and consented to the specific alcoholic beverage concessionaire and same has been approved for a Special Concessionaire Permit. LICENSOR agrees that LICENSEE may submit to LICENSOR a written request for a Special Concessionaire Agreement which shall include the following:

- (1) A copy of the information required to be provided to the New Jersey ABC pursuant to N.J.A.C. 13:2-5.2;
- (2) A form of letter of authorization and an "Alcoholic Beverage Concessionaire Agreement";
- (3) A list of other similar Events conducted by LICENSEE'S concessionaire, evidencing concessionaire's experience and expertise with regard to Events such as that contemplated by this Agreement.

LICENSOR'S delivery of an executed alcoholic beverage concessionaire agreement shall be expressly conditioned upon the following: (i) the alcoholic beverage concessionaire shall provide to LICENSOR a certificate of insurance evidencing the insurance requirements set out in Section 5 of this Agreement including the agreement between the concessionaire and the LICENSEE; (ii) the alcoholic beverage concessionaire shall indemnify, defend and hold harmless the LICENSOR from any and all claims, judgments or causes of action arising from the operation of the Events; including, without limitation, claims arising from the vending and consumption of alcoholic beverages at the Events; and (iii) the alcoholic beverage concessionaire shall keep in force and effect all applicable licenses related to the Special Concessionaire Permit and comply with all applicable legal requirements and insurance requirements.

(c) Food Vendors. Food vendors and any payments thereto shall be determined by LICENSEE in LICENSEE's sole determination.

(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 LICENSOR with respect thereto. LICENSEE'S sponsorships agreements may include agreements to grant exclusive category rights.

(e) Additional Taxes; Fees. No City tax specific to the Events or the Premises will be charged to LICENSEE or the third parties it contracts with related to the Events and no permit, license or similar approval related to the Events will be conditioned upon a tax or fee of any kind specific to the Events, or music festivals in general except those that currently exist. The charges for any police and other public services required by the LICENSOR as a condition to the Events shall be included in the License Fee stated herein.

(f) Ticket Sales. LICENSEE shall be entitled to sell tickets by means of its choice to the Events and keep all revenue arising therefrom.

(g) Construction. LICENSEE shall have the right to construct temporary Event facilities including theatrical and support services facilities needed for the Events, and such facilities shall be subject to applicable permits and approvals. The construction of any permanent facilities by LICENSEE shall be subject to the consent of the LICENSOR. LICENSEE shall provide LICENSOR with plans and specifications of any such permanent facility for LICENSOR'S review and approval, such approval not to be unreasonably conditioned, delayed or withheld. Temporary Event facilities such as stages shall be subject to applicable state and local approval and can remain on the Premises for the Term, LICENSOR shall not use, nor permit third parties to use, any of LICENSEE'S facilities and equipment without the express, prior written consent of LICENSEE, which may be withheld in LICENSEE'S sole and absolute discretion. Any use thereof, if granted, will be conditioned, among other things, on (i) compliance with the insurance and indemnification in favor of LICENSEE and (ii) such party's commitment to use best efforts (and use best efforts to cause all third parties) to protect and preserve the facilities and equipment from damage and loss and to use best efforts provide a safe environment for its use in accordance with LICENSEE'S instructions and those of the equipment's manufacturer, if applicable.

(h) Fencing. LICENSEE shall have the right to utilize fencing to ensure that only authorized persons may attend the Events.

(i) Free Expression. The LICENSEE shall have full artistic control of its Events and performances, and LICENSOR affirms LICENSEE'S right to free expression provided all other License obligations are satisfied.

(j) Waste. The LICENSOR will provide waste containers and waste collection and removal for each Event as needed, in advance of and following each Event, to remove all waste created by the Events, including without limitation the waste created by concessionaires and third-party contractors. LICENSOR shall provide a minimum number of dumpsters on the Premises for each Event as mutually agreed upon by the parties, in consultation with the Director of Public Works.

(k) Credential Passes. LICENSEE shall provide LICENSOR with an adequate number (not to exceed 25) of non-transferrable credential passes for key LICENSOR working personnel to attend each Event.

(l) Honorariums. LICENSEE shall provide LICENSOR with 75 General Admission and 50 VIP tickets to be donated to members of the community. Tickets are not to be resold.

(m) Electrical Equipment. All electrical connections must be made by a licensed electrical contractor. All electrical equipment shall be properly wired and meet the fire underwriter's specifications. LICENSOR shall assure that all existing lighting on the Premises is functioning during each Event and at least seven (7) days prior to thereto all at the LICENSEE'S cost. The cost of all utilities and the connection thereto shall be the responsibility of the LICENSEE.

(n) Police Personnel. The LICENSOR'S Deputy Chief of Police 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 Deputy Chief to determine the City's Police Department's participants and role in each security plan for each Event.

(o) Crowd Control and Security Plan. LICENSEE shall provide the LICENSOR'S Deputy Chief of Police or his designee a crowd control and security plan at least fifteen (15) days prior to each Event for comment and approval, which approval will not be unreasonably conditioned, withheld or delayed. It shall be in the LICENSOR'S Deputy Chief of Police or his designee 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 to the Deputy Chief of Police or his designee confirmation of acceptance and implementation of the Deputy Chief's requirements and revisions to the Security Plan no later than seven (7) days prior to the applicable Event date. LICENSEE's security personnel shall remain on their posts until released by the head of LICENSEE security as agreed upon by the Atlantic City Police Department Commander or his/her designee.

(p) Traffic Management. LICENSOR 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. LICENSOR 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. LICENSOR shall produce a traffic and transportation plan for each Event no later than fifteen (15) days prior to each Event.

(q) Emergency Assistance. LICENSEE will provide an emergency health team and vehicles, including a health mobile, as appropriate for each Event.

4. 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. If LICENSEE chooses to sell recordings of the Event after the Event, LICENSEE may use the official name of the Premises with respect to the title and marketing of such recording to accurately identify the location of such recording.

(b) As between the parties, LICENSEE shall own all video, images, sound and other recordings ("Recordings") arising out of each Event which it may exploit as it desires. LICENSEE will allow LICENSOR to use the same to promote the Event, subject to prior approval of LICENSEE (and any other required third parties) 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 Events.

(d) LICENSOR agrees that it may not create a recording, either visual or audio of any kind of the Events.

5. INSURANCE

(a) LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement and names the City, its elected or appointed officials, officers, employees and agents as Additional Insureds in accordance with ISO Form CG 20 26 04 13 Additional Insured Designated Person or Organization. Such General Liability insurance shall be written with minimum limits of liability of \$10,000,000 per Occurrence Combined Single Limit for Bodily Injury, Property Damage, including Products/Completed Operations Liability, \$10,000,000 Personal Injury Liability and \$15,000,000 General Aggregate and \$15,000,000, Products/Completed Operations aggregate. LICENSEE may comply with the required limits through a combination of General Liability and Excess Liability policies. Excess Liability policy shall provide the same coverage as the Commercial General Liability policy. If the General Liability coverage for the Events is included in a policy that covers other operations or events, the General Aggregate shall apply separately to each Event. LICENSEE'S General Liability Policy shall include coverage for terrorism. The parties agree that the Premises, as described in Schedule B, shall be considered a rented premise for purposes of this Section.

(b) All policies of the LICENSEE required under this Agreement shall be primary and noncontributory with respect to the liability assumed under this Agreement by LICENSEE.

(c) If the LICENSEE is the seller of alcohol at the Events, LICENSEE shall provide Liquor Liability coverage (\$5,000,000) either as an endorsement to the General Liability and Excess Liability policies or a separate policy. If a separate policy, the City, its elected or appointed officials, officers, employees and agents shall be named as Additional Insureds.

(d) All policies required by this agreement shall be issued by a carrier authorized to provide this insurance in New Jersey and have a minimum AM Best Rating of A-VIII.

(e) 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 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

(f) If any such Third Party serves alcohol at the Events, they shall be required to have Liquor Liability coverage with a \$5,000,000 limit as set forth in Section 5(c).

(g) LICENSEE shall supply the LICENSOR with a list of all Third Parties (as defined above) and contact information and will actively assist LICENSEE in obtaining Certificates of Insurance with required Additional Insured language and waivers of subrogation.

(h) LICENSEE shall carry Auto Liability insurance in the amount of \$1,000,000 for any automobile and name the City, its elected or appointed officials, officers, employees and agents as an Additional Insured. All Third Parties operating vehicles at the Events or crossing the Boardwalk in connection with the Events will carry a minimum of \$100,000 in Auto Liability coverage and the LICENSEE will use reasonable efforts to require such Third Parties to include the City as an Additional Insured.

(i) LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

(j) LICENSEE shall also require all Third Parties to provide Workers Compensation insurance for any obligation that such Third Party may have with respect to the statutory obligations of the NJ Workers Compensation or Occupational Disease Laws.

(k) This insurance shall apply to all Sole Proprietor, Partner or LLC Member and the certificate of insurance must state they are not excluded.

(l) The LICENSEE shall include a waiver of subrogation in favor of the City for all policies listed in Section 5(a). This does not apply to Workers' Compensation if not allowed by state law.

(m) Except to the extent LICENSOR employees provide security or any other services for the Events, as between the parties LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said Premises by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE.

(n) Certificates of all such insurance shall be provided to the LICENSOR upon execution of this Agreement and shall be subject to approval by the City's Risk Manager, such approval not to be unreasonably conditioned, withheld or delayed LICENSEE shall immediately notify the LICENSOR of any cancellation or significant alteration to any policy required herein when such cancellation or alteration shall take effect during the Term of this agreement.

(o) LICENSOR shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSOR may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws and require such Workers Compensation insurance of any of LICENSOR's independent contractors.

6. 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 LICENSOR, its respective elected and appointed officials, officers, employees and agents 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, members, performers, alcohol concessionaires or guests, excepting claims (1) arising solely from the negligence or willful misconduct of LICENSOR, its respective directors, officers, agents and employees; or (2) that relate to alleged exposure of or contraction by any attendee of any Event of any communicable disease or illness (including COVID-19) or any bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during or after the Event. 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 of which LICENSEE has been advised by LICENSOR in writing.

(b) LICENSEE shall include LICENSOR 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 LICENSOR as an indemnified party in indemnification provisions in its vendor agreements with all other Third Parties.

(c) 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 LICENSOR upon demand.

(d) LICENSEE agrees that LICENSEE'S use of the 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 LICENSOR. 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.

(e) 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.

7. 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.

8. PREMISES DELIVERY AND RETURN

(a) LICENSOR will provide the Premises reasonably clean to LICENSEE at the beginning of the Use Term, free of all debris and hazards and with all pre-existing and City owned lights, equipment and plumbing fully operational.

(b) LICENSEE shall return the Premises in the same, clean condition as provided by LICENSOR at the end of the Term, ordinary wear and tear excepted. LICENSEE shall return the Premises in the same clean condition as provided by LICENSOR at the beginning of setup prior to the first Use Term, ordinary wear and tear excepted. If the Premises or any portion thereof are damaged by the act, default, or negligence of LICENSEE its agents, contractor or its patrons, during the Term, the LICENSEE will pay to LICENSOR the actual and documented costs to repair such damages to the extent any such costs exceed the Security Deposit. The parties will conduct customary inspections of the Premises prior to the first Use Term and again as LICENSEE is completing clean-up following the final Event. During such inspections, the parties will assess and identify, as applicable, pre-existing conditions and any damages that may have occurred during LICENSEE'S use. Following the final inspection, the parties will consult and agree in good faith as to what, if any, damages will be the responsibility of, and paid for by, LICENSEE. In no event shall LICENSEE be responsible for (a) any preexisting conditions; (b) damages caused by LICENSOR or its employees, agents or contractors; or (c) any damages not identified in the final inspection or reasonably promptly thereafter. If no amounts are owed (or less than the entire Security Deposit is used to pay any damages), LICENSOR shall promptly refund the Security Deposit (or any unused balance) to LICENSEE.

(c) In the event that LICENSEE shall leave any property on the Premises after the Term, LICENSOR 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.

(d) LICENSOR will, at LICENSEE'S request, accept delivery of property addressed to LICENSEE only as a service LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR 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 LICENSOR.

9. REPRESENTATION AND WARRANTY OF FITNESS

To LICENSOR'S knowledge, the Premises are safe for LICENSEE'S intended purpose of putting on the Events. LICENSOR has fully disclosed in writing to LICENSEE any hazards it is aware of related to the Premises, including, without limitation, any hazardous wastes that are on or were previously removed from the Premises or any other condition that could be a health or safety issue to the attendees of the Events related to the Premises.

10. FORCE MAJEURE; UNFORESEEN EVENTS

(a) A failure or inability of a party to comply with its obligations set forth herein due to a Force Majeure Event shall not be a breach of this Agreement. "Force Majeure Event" means any condition or circumstance, beyond either party's reasonable control, that renders performance of an Event or this Agreement impossible, impracticable, unfeasible or unsafe. Force Majeure Events include, without limitation: Act of God; National Emergency; war; labor dispute; fire; destruction of or material damage to the Premises; dangerous weather conditions; legitimate threat(s) or acts(s) act of terrorism; riot or other form of civil disorder in, around or near the Premises; act, order, rule, or regulation of any court, government agency, or public authority, including, but not limited to, those relating to any public health emergency, epidemic and/or pandemic (including, without limitation with respect to Covid-19); the requisitioning of the Premises by the United States Government or any arm or instrumentality thereof; bomb threat or other imminent or legitimate threats to public safety; and substantial interruption in, delay or failure of necessary transportation or technical facilities. If an Event cannot take place, in whole or in part, because of a Force Majeure Event, neither party shall have any obligation or liability to the other relating to such 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 such Event, if, in the opinion of LICENSEE, resuming performance and/or rescheduling is commercially feasible.

(b) Without limitation of the foregoing, should it become necessary in the judgment of the LICENSOR to evacuate the Premises during a given Event because of a Force Majeure Event, the parties, in conjunction with applicable public authorities, will determine whether it is safe to continue such Event when or if such situation is resolved.

11. 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 conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section and stipulates that the aforementioned courts shall have in personam 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.

12. LIMITATIONS IMPOSED BY LAW AND PRIOR AGREEMENTS

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 other beach License Agreements. 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.

13. RESERVATION OF RIGHTS

LICENSOR and LICENSEE reserve all rights not expressly granted to the other in this Agreement.

14. ENTIRE AGREEMENT; COUNTERPARTS

This document, including the Exhibits and Schedules attached hereto, contains 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. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Agreement. 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. Notwithstanding the foregoing, without the prior written consent of LICENSOR (but with providing LICENSOR prior written notice), LICENSEE shall have the right to assign or transfer this Agreement (by operation of law or otherwise) to an entity of which LICENSEE is a wholly owned subsidiary (or to an entity of which LICENSEE's parent company is a wholly owned subsidiary) and thereafter such entity shall be deemed the LICENSEE hereunder and assume all obligations of Live Nation Mid-Atlantic, Inc. hereunder; provided, however, such assignment shall not relieve Live Nation Mid-Atlantic, Inc. of any obligations hereunder in the event such assignee or transferee fails to perform any obligations hereunder.

15. 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.

16. 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, 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 LICENSEE and LICENSOR.

17. RIGHT TO EJECT

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

18. DEFAULT

(a) LICENSEE 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 within thirty (30) days following written notice thereof from LICENSOR, this Agreement and the relationship of the parties at the option of LICENSOR shall cease and terminate and the relationship of the parties shall be the same in all respects as if the Term had fully expired and LICENSOR may re-enter the Premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and LICENSEE shall, notwithstanding such re-entry, pay the full amount of the fees as herein agreed to be paid. In case legal action is instituted by a party to enforce compliance with the Agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

(b) LICENSOR covenants that, if any default is made in any material covenant or agreement herein contained and LICENSOR has not cured the default within a reasonable period of time following written notice thereof from LICENSEE, LICENSEE shall be entitled to terminate this Agreement in addition to any other rights or remedies available to it at law or in equity.

19. 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.

20. ASSIGNMENT

LICENSEE agrees that LICENSOR'S consent shall be required for any sub-licensing of LICENSEE'S interest or rights under this Agreement after written notice to LICENSOR to any entity in which LICENSEE holds an interest. For the avoidance of doubt, contracting with

Third Parties to provide services in connection with Events as provided herein shall not be considered "sub-licensing".

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 for which they are signing.

[Signature Pages Follow]

[LICENSOR'S SIGNATURE PAGE]

ATTEST:

By: _____

Paula Geletei, City Clerk

CITY OF ATLANTIC CITY

By: _____

Marty Small, Sr., Mayor

Date: _____

The within Agreement approved as to form and execution.

Date: _____

8/6/26

By: _____

Michal Czarnecki, Esq.
Assistant City Solicitor

[LICENSEE'S SIGNATURE PAGE]

ATTEST:

Signed by:
Jennifer Rawlings
By: 0A7F6DD3669A4A1...

July 28, 2026
Date: _____

LIVE NATION WORLDWIDE, INC.

Signed by:
Jon Hampton
By: 1ECB2E067C0B43B...

July 28, 2026
Date: _____

SCHEDULE A

AUGUST 29, 2026: RUFUS DU SOL

SCHEDULE B
SITE PLAN

Resolution of the City of Atlantic City

No. 455

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

Factual contents certified to by

City Solicitors/s/ Michael J. Perugini

Business Administrator /s/ Anthony A. Swan

Prepared by City Solicitor's Office

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

**RESOLUTION TO APPROVE A LICENSE AGREEMENT WITH LIVE NATION WORLDWIDE, INC.
FOR A BEACH CONCERT ON AUGUST 29, 2026, FEATURING RUFUS DU SOL
AT ARKANSAS AVENUE BEACH**

WHEREAS, LIVE NATION WORLDWIDE, INC. has requested, and the city desires to grant, a license to use the beach at Arkansas Avenue for a **BEACH CONCERT ON AUGUST 29, 2026, FEATURING RUFUS DU SOL**; and

WHEREAS, the proposed beach concert will have a significant economic impact for the city; and

WHEREAS, the License Agreement requires **LIVE NATION WORLDWIDE, INC.** to pay a Beach Rental & Fixed Expense Fee of **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00)** and a **Security Deposit of TWENTY THOUSAND DOLLARS (\$20,000.00)** for the event, which will cover all city services (Police, Fire, OEM, and Public Works) costs incurred 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 events.

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 a License Agreement with **LIVE NATION WORLDWIDE, INC. FOR A BEACH CONCERT ON AUGUST 29, 2026, FEATURING RUFUS DU SOL AT ARKANSAS AVENUE BEACH** 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

July 28, 2026 3:38 PM

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.
AHMED	X						KURTZ	X					
BAILEY	X				X		LACCA	X					X
CROUCH	X						MARSHALL	X					
DUNSTON	X						SHABAZZ	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: JULY 22, 2026

Paula Geletei

/s/ Paula Geletei, City Clerk