

Live Nation Worldwide, Inc.
ENTERTAINMENT LICENSE
RULES AND REGULATIONS 2019

In accordance with Massachusetts General Laws Chapter 140, Section 183A, the following conditions, rules and regulations shall apply to and shall be a part of any license issued by the Town of Mansfield to Live Nation Worldwide, Inc. (“Licensee”), for Live Entertainment at the Xfinity Center for the Performing Arts located at South Main Street, Mansfield.

- 1) Term:
 - a) The entertainment license for Xfinity Center for the Performing Arts shall commence not earlier than the first regularly scheduled April meeting of the Select Board of each year and expire on December 31 of that same year.
 - b) Such license shall automatically expire upon the change of control of ownership of Live Nation Worldwide, Inc. or the management of the Xfinity Center for the Performing Arts, unless said change of control of ownership of Live Nation Worldwide, Inc. or the management of the Xfinity Center for the Performing Arts is approved in advance by the Town of Mansfield Licensing Authority. However, if the license automatically expires as provided for hereunder, the delegates or assigns of Live Nation Worldwide, Inc., Don Law, President, may continue to operate under the License and its conditions, rules and regulations for a period of sixty (60) days following a change of control of ownership or management in order to apply for a new license in the interim, provided that the license has not been suspended or revoked for other cause.
- 2) Compliance with Applicable Law: Licensee shall comply with all applicable federal and state law and all By-Laws and Regulations of the Town of Mansfield.
- 3) Alcoholic Beverages:
 - a) As a condition of this Entertainment License, no alcoholic beverage may be sold on the premises before noon Monday through Saturday, nor before 1:00 p.m. on Sunday, nor after 11:00 p.m. on any day.
 - b) Alcoholic beverages not for sale may also be dispensed in those facilities and areas outside of the fenced-in theater specifically approved in writing and in advance by the Select Board for special functions and occasions. The Select Board reserves to itself the right to set such terms and conditions as, in its sole discretion, it deems appropriate for such facilities and areas and to rescind such approval at any time.

- c) Licensee shall make best efforts to prevent the consumption of alcoholic beverages on any part of the premises other than the fenced-in theater area, and to prevent patrons from using, consuming, bringing, carrying or otherwise obtaining alcoholic beverages in any areas of the entire premises, except those specifically authorized in this license. Drinking in the parking lots is prohibited. Signs shall be posted which prohibit consumption of alcoholic beverages in the parking lots.

- 4) Performance Dates and Times: Live entertainment may take place on the premises only between May 12, 2019 and October 15, 2019 and only between 9:00 a.m. and 11:00 p.m. Monday through Saturday, and between 1:00 p.m. and 11:00 p.m. on Sunday. Any concert stage utilized in the parking lot areas that is presenting the music genre known as “Electronic Dance Music” shall be conducted in Lot 11 and shall conclude by civil twilight (one half hour after sundown). Additionally, all reasonable technological means possible, including, but not limited to, orientation of the speakers toward the hillside that makes up the lawn seating area for the main amphitheater of the Xfinity Center to reduce the impact of sound in the community from these stages shall be utilized by Licensee.

- 5) Attendance: The maximum number of persons in attendance at the premises at one time shall not exceed 19,900. Any increase in such capacity, or request for approval of an increase in such capacity, shall require an application by the Licensee for an amendment to this license which may have different restrictions and regulations. The licensee acknowledges that approval of the number of patrons by the licensing authority shall not prejudice and/or prevent the Building Inspector in limiting occupancy based on non-compliance with zoning and/or any other reason within his jurisdiction. This provision shall not be construed to excuse or otherwise affect the licensee’s obligation to fully comply with all applicable provisions of the Mansfield Zoning By-Law.

- 6) Parking:
 - a) Licensee is required to provide off-street parking for all persons at the premises. In addition to other traffic and safety requirements herein, the Licensee shall install street signs and hire traffic officers and firefighters as required by the Town.

 - b) No parking will be allowed in fire lanes. No charging of parking fees will be allowed for limousine, bus or other types of parking without obtaining a commercial parking permit. Service fees may be charged for special services such as drop off or designated meeting locations, but not for parking.

 - c) Licensee shall make best effort to ensure that all patrons receive a ticket for such off-street parking at the time they receive a ticket for a performance at the Xfinity Center for the Performing Arts.

7) Public Safety:

- a) The licensee shall meet all applicable public safety, fire prevention and fire protection service requirements in accordance with the statutory and regulatory authority given to the Fire Chief and the Police Chief by the laws and regulations of the Commonwealth of Massachusetts and the Charter of the Town of Mansfield. All related detail costs to be paid by the licensee.
- b) The licensee shall comply with 527 CMR 2.00 Fireworks, and other related requirements as contained herein.
- c) The provision of public safety services, police, fire, emergency medical services, and on-site communications shall be as established in a document entitled Xfinity Center Mansfield Emergency Operations Manual 2019, as prepared by the Chief of Police and the Fire Chief of the Town of Mansfield (attached as Appendix A).
- d) The licensee shall be required to provide to the Select Board the following prior to the start of the concert season or no later than March 1st of each year. All agreements shall be submitted for approval by the Town:
 - i) Written agreements relative to the staffing in the First Aid Station.
 - ii) Written agreements for the provision of Paramedic Ambulance Service, including backup agreements in accordance with 105 CMR, 170.000, Regulations for the Implementation of M.G.L. 111C, Governing Ambulance Services & Coordinating Emergency Medical Care.
 - iii) Emergency contingency plans for all hazards.
- e) A minimum of one semi-automatic defibrillator shall be required during all concerts and must be located at the First Aid Station.
- f) Subject to the terms of Sections 9 and 10 contained herein, in the event Licensee schedules a performance or event at the Premises for which it does not charge for admission, or for which it charges only a nominal fee for admission, then Licensee, in addition to the public safety requirements set forth in this Paragraph 7 and elsewhere in this License, shall make additional public safety arrangements as required by the Police Chief or the Fire Chief. In the event that the Police Chief or the Fire Chief determine that it will be impossible or impractical to make arrangements to adequately protect public safety for such an event, then such event may be cancelled in sole discretion of the Select Board. Furthermore, for each and every event or performance which Licensee hosts or promotes at the Premises for which it does not charge for admission, or for which it charges only

a nominal fee for admission, Licensee shall not distribute tickets to said performance or event on the actual date of said performance or event. Licensee shall distribute all tickets for any such event or performance not later than six o'clock (6:00 p.m.) on the evening prior to the date of such event or performance. Licensee shall take all means necessary to inform the general public that no tickets will be available for sale or distribution on the day of any such event or performance. Such means shall include use of the mass media serving the entire marketing area for the facility. Licensee shall not host any such event for which tickets are not required to gain admission to the Premises without the prior written approval of the Select Board.

8) Intentionally Left Blank

9) Schedule of Events

- a) On or before the first regularly scheduled April meeting of the Select Board, the Licensee shall submit to the Select Board a Schedule of Events listing each date, the time of the scheduled event, the individual and/or group scheduled for that date, the anticipated number of patrons and the type of entertainment (i.e., ballet, rock music, jazz festival, symphony, etc.).
- b) For each scheduled event, the Police Chief and/or Fire Chief, or their designee(s), shall, within forty-eight (48) hours before an event, notify the Licensee by email if the minimum security is inadequate for a particular event and shall specifically state the security deemed by it to be required. Such requirement may vary by the numbers of patrons expected, the type of entertainment scheduled and in considering the issues of public safety, health and order.
- c) If it is demonstrated that an act to be presented by Licensee has created a public safety problem in another city, the Select Board or their designee may require that Licensee provide additional information concerning details of the act's prior performances and a plan by Licensee indicating what steps it will take to avoid such problems. If the Select Board or their designee determines that the appearance of such an act may constitute a threat to public safety if presented by Licensee and that the plans developed by Licensee may be inadequate, the Select Board or their designee may also require the Licensee to provide reasonable travel and other expenses to have a public safety official(s) attend a performance by the act.
- d) If the Licensee objects to the security requirements for any particular event as specified by the Select Board it shall, within ten (10) days after written notification from the Select Board as to the required security, request a hearing in writing before the Selectmen to address the security requirements. A hearing shall

be held by the Select Board within fifteen (15) days of written request by the Licensee. After the hearing the Select Board shall notify the Licensee of its final determination of security requirements. Such notification shall be in writing and shall be made within ten (10) days following the hearing.

10) Changes or Modifications to the Schedule of Events

- a) In consideration of the issues of public safety, health, order and planning, modifications or changes to the Schedule of Events must be submitted in writing to the Select Board. The Licensee shall notify the Select Board of any such change or modification as soon as possible and in no event later than 14 days prior to date of an event not scheduled in accordance with the Schedule of Events submitted pursuant to Section 9. Within ten (10) days of the receipt of such notification the Select Board or their designee shall notify the Licensee, in writing, if the minimum security is inadequate for each change or modification to the Schedule of Events and shall specifically state the security deemed by it to be required.
- b) If the Licensee objects to the security requirements for the proposed changes or modification to the Schedule of Events as stipulated by the Select Board, it shall within ten (10) days after written notification from the Select Board as to the required security, request a hearing in writing before the Selectmen to address the security requirements.
- c) A hearing shall be held no less than fifteen (15) days following a request by the Licensee. After the hearing the Select Board shall notify the Licensee of its final determination of security requirements, in writing, within ten (10) days following the hearing.
- d) In the event of a last minute addition, substitution or cancellation the Select Board, its Chairman, or its designees may waive the Licensee's foregoing time and procedural requirements.
- e) The security requirements set forth herein are a minimum. The licensee shall be responsible for safety and security at the licensed premises. The employment of public safety personnel, as provided herein, shall not diminish the licensee's responsibility for safety and security.

11) Payment of Details and Equipment

- a) The licensee shall pay an administrative Public Safety Fee in the amount of \$25,000. This fee is above and beyond any private detail fees paid by the licensee for public health and safety personnel and equipment. The fee may also be used

for compliance with 780 CMR 1001.3 by the Building Inspector or his authorized designees.

- b) In all instances the Licensee shall provide payment in accordance with Town policy for all public health and safety personnel and equipment, plus a 10% administrative fee for each performance. Equipment rates shall be billed as shown in Schedule A attached to this License Agreement and shall be updated annually each license year.
 - c) Licensee shall reimburse the Town for any expenses it incurs to have police officers or other Town employees appear as witnesses in court or other legal proceedings arising from arrests at the Xfinity Center.
 - d) Licensee shall provide the Mansfield Police Department with ten (10) laptop computers meeting specifications of the Department to assist with booking and other administrative duties arising from the operation of the Xfinity Center. The Computers shall remain in the possession of the Police Department at least for the period commencing two weeks before the start of the performance season and concluding at the end of the performance season.
 - e) Licensee shall provide two golf carts in a condition acceptable to Licensor to be utilized by members of the Mansfield Police Department for duties related to performances.
 - f) Licensee shall provide two golf carts in a condition acceptable to the Licensor to be utilized by the members of the Mansfield Fire Department for duties related to performances.
 - g) Licensee shall require the alcohol license holder to provide one driver's license scanner to be utilized to determine the validity of driver's licenses presented as identification by patrons. Such license scanner shall be in the custody of the Mansfield Police Department
- 12) Sold Out Performances: When a performance is likely to be sold out, Licensee shall take all means necessary to inform the general public that no more tickets will be available for sale. Such means shall include use of the mass media serving the entire marketing area for the facility.
- 13) Noise Control:
- a) Noise control shall include baffle walls on top of the incline of the lawn amphitheater, lawn edge fascia of the pavilion roof, and parallel to the property line of the abutting trailer park.

- b) The Licensee shall institute such procedures and take such action as will manage the sound levels during performances so as to be in compliance with the Executive Office of Environmental Affairs, Air Pollution Control Regulations including but not limited to the control of lawn speakers so as to not exceed 95dBA for a sustained period as measured from the rear of the lawn. Licensee shall also comply with further state regulations or local by-laws relative to implementation of EOEA Regulations as they may apply to the operation of a concert facility such as Licensee's.
- c) The Licensee shall maintain a record on a periodic basis of decibel level readings at the amphitheater's lawn edge. This record shall be made available to the Select Board and the Board of Health weekly during the season and at any other time the Select Board may request based upon a complaint.

14) Training: The Licensee shall, at its own expense, provide such reasonable training and education for his employees, contract staff and all public safety/security personnel which is deemed by the Select Board to enhance public safety, health and order.

15) License Modification, Suspension or Revocation: The Selectmen may modify, suspend or revoke this license if they find that the license taken alone or in combination with other licensed activities on the premises has adversely affected the public health, safety or order. Any such modification, suspension, or revocation may be made only after providing an opportunity for a hearing preceded by written notice to licensee ten days prior to the hearing date.

16) Fines for Violations

- a) For each concert performance, the Police Department shall designate an officer-in-charge who shall determine the exact time the concert concludes. The designated officer shall identify himself to the management of the licensee and advise the management of the time he or she considers applicable to the performance. In the event that a performance continues past 11:00 P.M., the designated officer shall further determine in minutes by how much the concert has concluded beyond the license time of 11:00 p.m. Such information shall be submitted to the licensing authority only for those concerts that have continued after 11:00 P.M.

In the event of a violation of these rules and regulations for a performance, which runs over the licensed time period, the Selectmen may assess fines against the licensee in accordance with the following fine structure and schedule. Such fines may be assessed only after providing licensee with an opportunity for a show cause hearing preceded by written notice mailed or delivered to licensee not less than 10 days prior to the hearing date. The authority to assess fines hereunder

shall not be construed to limit the authority of the Selectmen to modify, suspend, or revoke the license in accordance with Section 15 of these Rules and Regulations and General Laws Chapter 140, Section 183A.

Overtime:

| <u>TIME PAST 11:00 P.M.</u> | <u>FINES</u> |
|-----------------------------|---------------------------|
| Less than 5 minutes | up to 0.05 per attendee |
| Less than 15 minutes | up to 0.25 per attendee |
| Less than 30 minutes | up to 0.50 per attendee |
| Less than 45 minutes | up to 0.75 per attendee |
| Less than 1 hour | up to \$1.25 per attendee |
| Over 1 hour | up to \$1.75 per attendee |

- b) The Xfinity Center for the Performing Arts shall make available to the Select Board attendance figures/records for each performance which continues past the required end time. Attendance records for each performance must be forwarded to town hall (Manager's Office) in a reasonable period of time not to exceed seven days after notice from the Town. These figures must be taken and certified as accurate directly from ticket sales and shall include all ticket sales for each event including complimentary and or promotional tickets. Insurance coverage under this section is waived upon execution of the Indemnification Agreement referenced in Section 19.
- 17) Insurance: The licensee shall provide, at their expense, general liability insurance in a good and solvent insurance company or companies licensed to do business in the Commonwealth of Massachusetts and reasonably satisfactory to the Town of Mansfield, in the amount of at least Two Million (\$2,000,000) Dollars with respect to injury or death to any one person and Five Million (\$5,000,000) Dollars with respect to injury or death to more than one person in any one accident or other occurrence and One Million (\$1,000,000) Dollars with respect to damages to property. Such policy or policies shall also provide so-called "civil rights" coverage and shall include the Town of Mansfield as an insured. The licensee and the person owning, managing or controlling the licensed event shall deliver to the Town of Mansfield certificates of such insurance to the Town at least fourteen (14) days prior to the first event. Such insurance shall be non-cancelable without ten (10) days written notice to the Town. Insurance coverage under this section is waived upon execution of the Indemnification Agreement referenced in Section 19.
- 18) Disability Insurance: The licensees and the person managing, owning or controlling the event(s) shall provide at their expense, disability insurance in an amount equal to coverage provided by M.G.L. Chapter 41, Section 111F and MGL Chapter 32 Section

85H covering police officers, special police officers and firefighters appointed by the Town of Mansfield to work at the event(s); or, in the alternative, should the Town acquire disability insurance to cover all of the exposures listed above, the cost of such insurance shall spread over all details worked by the Town and added to the hourly detail charge paid for all details including those at the premises of Licensee.

- 19) Indemnification: Licensee shall execute the Indemnification Agreement in the form attached hereto as Appendix B. Execution of the Indemnification Agreement shall be a condition of this license and is the terms of the Indemnification Agreement are incorporated herein.
- 20) Public Safety Measures: Additional public safety measures have been agreed to and Licensee shall perform the public safety measures in the form attached hereto as Schedule B. Execution of Public Safety Measures shall be a condition of this license.

Dated: May 1, 2019

MANSFIELD SELECT BOARD



Michael A. Trowbridge, Sr.



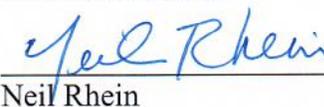
Jess Aptowitz



Frank DelVecchio



Steve Schoonveld



Neil Rhein

SCHEDULE A

Schedule of Equipment Rates

2019 Season

(Per Event)

| | |
|---|----------------|
| Cruiser | \$57.50 |
| Motorcycle | \$50.00 |
| Fire Vehicle (Squad #1) | \$56.00 |
| Fire Vehicle (Squad #2) | \$111.00 |
| Fire Car | \$57.50 |
| Prisoner Transport Wagon | \$63.00 |
| Blanket Cleaning | \$4.00/Blanket |
| Hazmat Cleaning of prisoner holding cells and vehicles after events | As invoiced |

Basis of Billing:

Vehicles will be billed on a per event basis times the number of vehicles in use. If other vehicles are used besides the ones described above, per event rate will be calculated individually by the Town and billed on a per event basis.

APPENDIX B

INDEMNIFICATION AGREEMENT

Xfinity Center for the Performing Arts
2019 Season

WHEREAS, LIVE NATION WORLDWIDE, INC., a Delaware corporation with a place of business at 36 Bay State Road, Cambridge, Massachusetts 02138 ("Licensee") has been granted a license (the "License") by the Town of Mansfield, a municipal corporation, with its offices at Town Hall, 6 Park Row, Mansfield, Massachusetts, acting by and through its Select Board ("Town"), pursuant to the provisions of M.G.L. Chapter 140, section 181 and/or 183A or Chapter 136, section 4, and

WHEREAS, pursuant to the License, Licensee may present referenced event(s) (the "Event(s)") which shall be scheduled from time to time during calendar year 2019 and approved by the Town in the License;

WHEREAS, the Town has conditioned the License for the Event(s) upon the execution of this Indemnification Agreement, and

NOW, THEREFORE, in consideration of the grant of the License and for other good and valuable consideration,

IT IS AGREED:

The Licensee shall indemnify, defend and save the Town and each of its officers, agents, servants and employees (collectively, the "Town Parties") harmless from and against any and all claims, liabilities, liens, demands and causes of action ("Claim(s)") for or on account of any injury to persons, damage to property, fines, penalties, assessments, so-called civil rights claims or any other loss of whatever kind or nature arising out of the grant of the License or the conduct of the Event(s), except to the extent such Claim was caused by the negligence or willful misconduct of the Town Parties.

The Town shall give the Licensee prompt written notice of any such Claim and Licensee shall defend such claim and, if necessary in Licensee's reasonable discretion, obtain independent counsel for the Town Parties. The Licensee shall bear the entire cost of defense of such Claims.

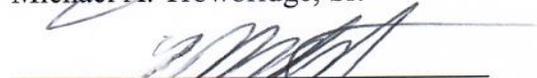
Notwithstanding anything contained herein to the contrary, this Indemnification Agreement is not intended, and shall not be interpreted, to expand the scope of the Town's liability under applicable law absent this Indemnification Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, under seal, this 1st day of May, 2019.

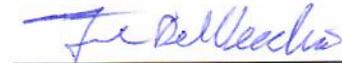
TOWN OF MANSFIELD,
Acting by and through its
Select Board



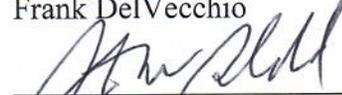
Michael A. Trowbridge, Sr.



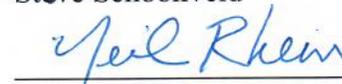
Jess Aptowitz



Frank DelVecchio



Steve Schoonveld



Neil Rhein

LIVE NATION WORLDWIDE, INC.

By: _____

Its: _____



General manager