

**JOINDER ADDENDUM TO
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

This Joinder Addendum dated as of _____, 2025, forms part of the Use Permit Agreement dated _____, 2025 (the "Agreement"), among CITY OF BETHLEHEM (the "City"), ARTSQUEST (the "Permittee"), and REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, 10 East Church Street, Bethlehem, Pennsylvania, 18018 (the "Joining Party"). Joining Party hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that all of the terms and conditions of the Agreement shall be binding upon Joining Party as a co-permitter with the City under the Agreement and such terms and conditions shall inure to the benefit of and be binding upon the Joining Party and its successors and permitted assigns.

City and Permittee shall attach this Joinder Addendum to the Agreement to reflect the acknowledgement and agreement of Joining Party and this Joinder Addendum shall be deemed a part of, and incorporated by reference in, the terms of the Agreement.

To the extent not covered in Exhibit A-3 of the Agreement, Paragraph H, the City and Permittee hereby further agree that all of the terms and conditions of the Agreement shall be binding upon them for the benefit of and enforceable by the Joining Party as a third-party beneficiary to the Agreement.

IN WITNESS WHEREOF, City, Permittee, and Joining Party have executed this Joinder Addendum dated as of _____, 2025.

ATTEST:

Secretary

PERMITTEE:
ARTSQUEST

By: _____
Title:

ATTEST:

City Controller

CITY:
CITY OF BETHLEHEM

By: _____
J. William Reynolds
Mayor

ATTEST:

Secretary

JOINING PARTY:
REDEVELOPMENT AUTHORITY OF THE
CITY OF BETHLEHEM

By: _____
Title:



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Tad J. Miller, City Clerk

From: John F. Spirk, Jr., Esq., City Solicitor

Re: Use Permit Agreement for Public Property
Permittee Name: ArtsQuest
Purpose: Musikfest 2025-2030
Location: Festival Sites, Streets, Handwerkplatz and Liederplatz

Date: June 6, 2025

Attached is a proposed Resolution and associated Use Permit Agreement for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.

John F. Spirk, Jr.

John F. Spirk, Jr., Esq., Solicitor

Cc: J. William Reynolds, Mayor
Eric R. Evans, Business Administrator
Michael Alkhal, Director of Public Works
Kassie Hilgert, ArtsQuest

RESOLUTION NO. 2025-_____

Authorization For Use Permit Agreements

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute Use Permit Agreements and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, according to the terms and conditions indicated therein and made a part hereof, with the following named permittee, for the uses and purposes indicated below:

1. Name of Permittee: ArtsQuest
2. Premises:
 - A.) Certain City properties as identified in Exhibit A-1 to the Use Permit Agreement (Festival Sites)
 - B.) Certain City streets as identified in Exhibit A-2 to the Use Permit Agreement (Streets)
 - C.) Certain City and Redevelopment Authority Property as identified in Exhibit A-3 to the Use Permit Agreement (Handwerkplatz and Liederplatz)
3. Purpose: Musikfest 2025, Musikfest 2026, Musikfest 2027, Musikfest 2028, Musikfest 2029, and Musikfest 2030
4. Duration:
 - A.) Festival Sites

Musikfest 2025: July 21, 2025 to August 15, 2025

Musikfest 2026: July 20, 2026 to August 14, 2026

Musikfest 2027: July 26, 2027 to August 20, 2027

Musikfest 2028: July 24, 2028 to August 18, 2028

Musikfest 2029: July 23, 2029 to August 17, 2029

Musikfest 2030: July 22, 2030 to August 16, 2030

- B.) Streets

Musikfest 2025

- Main Street from Lehigh Street to Spring Street Only – From 8:00 am Monday, July 28, 2025 until 5:00 pm Wednesday, August 13, 2025
- First Street between Polk Street and the eastern terminus (allowing for access to Steel Ice Center and its parking lot) and Founders Way from Second Street to First Street – From 8:00 am Sunday, July 27, 2025 until 5:00 pm Wednesday, August 13, 2025
- All Other Premises – From August 1, 2025 to August 10, 2025 only between the hours of 8:00 am and 11:30 pm each day

Musikfest 2026:

- Main Street from Lehigh Street to Spring Street Only – From 8:00 am Monday, July 27, 2026 until 5:00 pm Wednesday, August 12, 2026
- First Street between Polk Street and the eastern terminus (allowing for access to Steel Ice Center and its parking lot)

and Founders Way from Second Street to First Street –
From 8:00 am Sunday, July 26, 2026 until 5:00 pm
Wednesday, August 12, 2026

- All Other Premises – From July 31, 2026 to August 9, 2026
only between the hours of 8:00 am and 11:30 pm each day

Musikfest 2027:

- Main Street from Lehigh Street to Spring Street Only – From
8:00 am Monday, August 2, 2027 until 5:00 pm Wednesday,
August 18, 2027
- First Street between Polk Street and the eastern terminus
(allowing for access to Steel Ice Center and its parking lot)
and Founders Way from Second Street to First Street –
From 8:00 am Sunday, August 1, 2027 until 5:00 pm
Wednesday, August 18, 2027
- All Other Premises – From August 6, 2027 to August 15,
2027 only between the hours of 8:00 am and 11:30 pm each
day

Musikfest 2028:

- Main Street from Lehigh Street to Spring Street Only – From
8:00 am Monday, July 31, 2028 until 5:00 pm Wednesday,
August 16, 2028
- First Street between Polk Street and the eastern terminus
(allowing for access to Steel Ice Center and its parking lot)
and Founders Way from Second Street to First Street –
From 8:00 am Sunday, July 30, 2028 until 5:00 pm
Wednesday, August 16, 2028
- All Other Premises – From August 4, 2028 to August 13,
2028 only between the hours of 8:00 am and 11:30 pm each
day

Musikfest 2029:

- Main Street from Lehigh Street to Spring Street Only – From
8:00 am Monday, July 30, 2029 until 5:00 pm Wednesday,
August 15, 2029
- First Street between Polk Street and the eastern terminus
(allowing for access to Steel Ice Center and its parking lot)
and Founders Way from Second Street to First Street –
From 8:00 am Sunday, July 29, 2029 until 5:00 pm
Wednesday, August 15, 2029
- All Other Premises – From August 3, 2029 to August 12,
2029 only between the hours of 8:00 am and 11:30 pm each
day

Musikfest 2030:

- Main Street from Lehigh Street to Spring Street Only – From
8:00 am Monday, July 29, 2030 until 5:00 pm Wednesday,
August 14, 2030
- First Street between Polk Street and the eastern terminus
(allowing for access to Steel Ice Center and its parking lot)
and Founders Way from Second Street to First Street –
From 8:00 am Sunday, July 28, 2030 until 5:00 pm
Wednesday, August 14, 2030

- All Other Premises – From August 2, 2030 to August 11, 2030 only between the hours of 8:00 am and 11:30 pm each day

C.) Handwerkplatz and Liederplatz

Musikfest 2025: August 1, 2025 to August 10, 2025

Musikfest 2026: July 31, 2026 to August 9, 2026

Musikfest 2027: August 6, 2027 to August 15, 2027

Musikfest 2028: August 4, 2028 to August 13, 2028

Musikfest 2029: August 3, 2029 to August 12, 2029

Musikfest 2030: August 2, 2030 to August 11, 2030

5. Event Dates: *Musikfest 2025:* August 1, 2025 to August 10, 2025
- Friday, August 1, 2025 from 5:00 pm to 11:00 pm; all other days from 12:00 noon to 11:00 pm
- Musikfest 2026:* July 31, 2026 to August 9, 2026
- Friday, July 31, 2026 from 5:00 pm to 11:00 pm; all other days from 12:00 noon to 11:00 pm
- Musikfest 2027:* August 6, 2027 to August 15, 2027
- Friday, August 6, 2027 from 5:00 pm to 11:00 pm; all other days from 12:00 noon to 11:00 pm
- Musikfest 2028:* August 4, 2028 to August 13, 2028
- Friday, August 4, 2028 from 5:00 pm to 11:00 pm; all other days from 12:00 noon to 11:00 pm
- Musikfest 2029:* August 3, 2029 to August 12, 2029
- Friday, August 3, 2029 from 5:00 pm to 11:00 pm; all other days from 12:00 noon to 11:00 pm
- Musikfest 2030:* August 2, 2030 to August 11, 2030
- Friday, August 2, 2030 from 5:00 pm to 11:00 pm; all other days from 12:00 noon to 11:00 pm

Sponsored by /s/ _____

/s/ _____

ADOPTED by Council this day of _____, 2025.

/s/ _____
President of Council

ATTEST:

/s/ _____
City Clerk

**CITY OF BETHLEHEM
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

THIS USE PERMIT AGREEMENT FOR PUBLIC PROPERTY (the “Agreement”) is made as of this ____ day of _____, 2025 (the “Effective Date”), between ARTSQUEST, 25 W. Third Street, Bethlehem, Pennsylvania 18015, hereinafter referred to as “Permittee”, and the CITY OF BETHLEHEM, a municipal corporation and City of the Third Class of the Commonwealth of Pennsylvania, with its office and principal place of business situated at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, 18018, hereinafter referred to as “City.”

Background

Permittee desires to utilize certain premises identified in **Exhibit A** to this Agreement (the “Premises”) for the purpose and on the dates described therein.

City desires to grant to Permittee a Use Permit for the Premises, and Permittee is willing to accept such Use Permit, under the terms and conditions hereinafter set forth.

Agreement

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Permittee and City agree as follows:

1. Grant of Non-Exclusive Use Permit. Based upon the information submitted, including the representations and warranties made by Permittee, in its application to City for Use Permit, City hereby grants to the Permittee a permit to use the Premises, as more particularly described in **Exhibit A**, for Permittee’s non-exclusive use for the Purpose and for the Term set forth in **Exhibit A**, unless earlier terminated in accordance with the terms of this Agreement.
2. Premises to Remain Open and Accessible to the Public. During the Term of this Agreement, the Premises must remain open and accessible to the public at all times and for constitutionally protected speech or activity, excepting reasonable restrictions and accommodation to prevent deliberate interference with activities or events scheduled by and conducted by the Permittee. To the extent the Premises includes a building or other enclosed structure, City will determine, in its sole discretion, the days and hours for public access, and the days and hours that such building or enclosed structure shall be closed and locked. Permittee shall not interfere with or disrupt City’s operations and activities on the Premises. Permittee shall maintain the Premises in a manner that allows sufficient emergency vehicle and equipment ingress and egress at all times.
3. Scheduling of Events. City and Permittee will coordinate the scheduling of events to be conducted by Permittee on the Premises. City shall retain the right to make final decisions, in its sole discretion, with regard to the scheduling of any and all matters relating to or arising out of this Agreement.
4. Fees, Contributions and Charges.
 - (a) Fees for the usage of the Premises will be due in accordance with the fee schedules adopted by City Council.

(b) All contributions, fees and charges are due and must be paid within thirty (30) days of the date of invoice, unless otherwise specified herein. If payment is not received within thirty (30) days or by the specified due date, interest charges will accrue at an interest rate of one percent (1%) per month or any portion of a month thereof. Interest accruals will apply to any and all claims for damages incurred by City and/or other services provided by City (including but not limited to EMS, fire inspectors, police personnel, City services).

5. Maintenance by Permittee. During the Term of this Agreement, Permittee shall maintain and keep the Premises in a clean and sanitary condition. Any clean-up and trash hauling costs, or cost to repair damage to the Premises or any other City property, incurred by City as a result of the subject event will be invoiced to Permittee. Payment in full shall be due to the City of Bethlehem within thirty (30) days of invoicing.

6. Personal Property. Permittee shall be solely responsible for the safety and security of its personal property, and any damage or loss to items of personalty shall be the sole and exclusive responsibility of Permittee. Within two (2) days of the termination or expiration of this Agreement, Permittee shall remove all of its personal property from the Premises and return the Premises to its condition, reasonable wear and tear excepted, prior to the commencement of this Agreement. If Permittee fails to remove its personal property and/or return the Premises to its prior condition, Permittee agrees to pay to City, on demand, all costs incurred by City to remove the personal property and return and restore the Premises to its original condition.

7. City Services. If security services will be or are being required in connection with this Agreement, Permittee agrees to use City of Bethlehem Police personnel exclusively for all security, crowd control, traffic control and related duties during the event, immediately before the Event and immediately after the Event. Except for services expressly agreed to under this Agreement, City shall not be obligated to provide any services to Permittee incident to Permittee's use of the Premises.

8. Public Safety. The Permittee shall comply with the following provisions.

(a) Safety Plan/EMS Requirements. During the Term of this Agreement, Permittee shall, at its own expense, maintain and carry, in full force and effect, any and all insurance identified in Exhibit A to this Agreement.

(b) Emergency Vehicle and Equipment Access. Sufficient emergency vehicle and equipment ingress and egress must be maintained at all times during the event that is subject of this Agreement.

9. Revenue. All revenue from the event activities may be retained by Permittee.

10. Code Inspection and Compliance

(a) Any tent, canopy, membrane, or similar structure that Permittee erects or allows to be erected on City property in conjunction with this Agreement shall be subject to health, fire, safety, etc. inspections by the appropriate City departments including but not limited to the Code Enforcement Bureau. For purposes of this agreement each tent, canopy, membrane, or similar structure must comply with all pertinent provisions of the current UCC building and fire codes adopted by City and other codes, guidelines, etc. deemed relevant by City. City shall issue a written approval to Permittee as it relates to each tent, canopy, membrane or other similar structure. Permittee hereby agrees to pay City a Fifty Dollar (\$50.00) fee for the inspection of each tent, canopy or membrane subject to this provision.

(b) Permittee, and any vendor, party or participant of the event that is the subject of this Agreement that anticipates cooking or heating any food during the event, is required to obtain the necessary permit from the City's Fire Department and have any cooking or heating device or equipment to be used or anticipated to be used inspected by the City's Fire Department.

(c) Permittee's failure to follow City Code requirements and directives by inspectors shall be a violation of this Agreement.

11. Termination. Either party may terminate this Agreement for any reason on thirty (30) days advance written notice to the other party; provided, however, in the event any term or condition of this Agreement is violated by Permittee, City, in its sole discretion, may immediately suspend or terminate this Agreement without notice or the opportunity to cure such violation.

12. General Indemnification. Permittee shall defend, indemnify and hold harmless City, its respective employees, officers, council members, and agents (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with this Agreement; and/or Permittee's negligence, willful misconduct or breach of the terms of this Agreement; and/or that may arise under U.S. Copyright Laws, to all music licensing agencies (including but not limited to SESAC, BMI and ASCAP) and any other third parties resulting from or accruing from Permittee's unlicensed authorization, sponsoring or presenting recorded or live music on the Premises. This Section shall not apply to Losses arising from action by officers of the Bethlehem Police Department.

13. Limitation of Liability. IN NO EVENT WILL CITY OR INDEMNITEES (DEFINED ABOVE) BE LIABLE FOR, AND PERMITTEE WAIVES ITS RIGHT TO, ANY LOSS OF REVENUE, PROFITS, OR DATA, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WHICH ARISES OUT OF CITY'S PERFORMANCE OR NON-PERFORMANCE UNDER, OR TERMINATION OF, THIS AGREEMENT.

14. Preservation of Defenses. In executing this Agreement, the parties agree and understand that, except as expressly set forth in this Agreement, City does not waive and expressly reserves all defenses, rights or immunities at law or in equity arising under applicable governmental immunity laws and statutes, also including the Pennsylvania Political Subdivisions Tort Claims Act.

15. Insurance Requirements. During the Term of this Agreement, Permittee shall, at its own expense, maintain and carry, in full force and effect, any and all insurance identified in **Exhibit A** to this Agreement.

16. Compliance with Law. During the Term of this Agreement, Permittee shall comply with all applicable laws, regulations and ordinances, including inspection and safety Codes, directives by City Code compliance officers and inspectors, policy, rule or regulation. Permittee shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. During the Term of this Agreement, Permittee shall incorporate best management practices in Permittee's operations as it relates to environmental protection and energy conservation, which shall include full and complete compliance with state and/or local regulatory and/or non-regulatory

guidelines for the management of, but not limited to, recycling, soil pollution, erosion control, energy saving applications, energy conservation, and use of environmentally friendly products.

17. Waiver. No waiver by City of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by City. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that it has been represented by, or has had the opportunity to retain the advice of, independent counsel in connection with this Agreement and the transactions contemplated by this Agreement, and therefore, waive the application of any rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. In furtherance thereof, Permittee does further waive any claim or contention that this Agreement should be construed against City on the basis that this Agreement was prepared by the City.

19. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) government order, law, or action; (d) national or regional emergency; and (e) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon thirty (30) days' written notice.

20. Assignment. Permittee shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of City. Any purported assignment or delegation in violation of this Section shall be null and void. No permitted assignment or delegation shall relieve Permittee of any of its obligations hereunder.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23. Governing Law; Venue. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those

of the Commonwealth of Pennsylvania. The exclusive venue for resolution of all disputes, claims and actions, whether the same involves litigation, arbitration or otherwise, shall be in Northampton County, Commonwealth of Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such venue in any such suit, action or proceeding.

24. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranties, Indemnification, Insurance, Compliance with Laws, Governing Law, Venue, and Survival.

27. Records Availability, Inspection and the "Right to Know Law." The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq ("RTKL"), applies to this Agreement and potentially some or all of the records generated pursuant to this Agreement. Permittee acknowledges and agrees to the applicability of the RTKL to this Agreement and its obligations to cooperate by providing documents in response to requests for public records as defined under the RTKL. This provision requiring Permittee's cooperation shall not be interpreted to waive any provision or interpretation under the RTKL that a record is not a public record or is subject to confidentiality, privacy or proprietary protections applicable under the RTKL or another law.

28. Entire Agreement. This Agreement, the application for Use Permit submitted by Permittee, and any related exhibits and attachments, including **Exhibits A-1, A-2 and A-3, which are collectively referred to as Exhibit A** to this Agreement and any applicable **Joinder Addendum** to this Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

29. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The parties may utilize electronic means (including facsimile and e-mail) to execute and transmit this Agreement and all such electronically executed and/or transmitted copies of this Agreement shall be deemed as valid as originals.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Use Permit Agreement to be duly executed and delivered on the date and year first above written.

ATTEST: PERMITTEE:
ARTSQUEST

Secretary By: _____
Title:

ATTEST: CITY:
CITY OF BETHLEHEM

City Controller By: _____
J. William Reynolds
Mayor

The within Use Permit Agreement is certified to be needed, necessary and appropriate.

By: _____
City of Bethlehem Department Head
Print Name: Michael Alkhal

EXHIBIT A-1
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY
(FESTIVAL SITES)

A. Premises:

- (i) Johnston Park (areas outlined and hatched as shown on the attached maps – “Exhibit A-1: Premises Map (i)-1”, “Exhibit A-1: Premises Map (i)-2”, and “Exhibit A-1: Premises (i)-3”); and
- (ii) Sand Island:
 - a. Sand Island West: Park lands west of the railroad trestle to be used for parking and storage units and park lands east of the railroad right of way and west of Fritch Fuel to be used for parking (areas outlined and hatched as shown on the attached map – “Exhibit A-1: Premises Map (ii)-1”);
 - b. Routine City and public uses of Sand Island and its facilities will not be restricted, including use of the basketball courts, tennis courts, playground areas and any maintenance or construction activities;
 - c. Usage of the Charles A. Brown Ice House and adjacent parking lot on Sand Island East is subject to availability to be determined on an annual basis and separate permit pursuant to City Article 941;
 - d. Sand Island East will be closed at agreed upon times for installation of fireworks; and
- (iii) Second Avenue Ramp on Hill-to-Hill Bridge (area outlined and hatched as shown on the attached map – “Exhibit A-1: Premises Map (iii)-1”); and
- (iv) Nevin Place right-of-way and W. Walnut Street parcel known as Tax Parcel Number P6NE1D-10-5A 0204E, both of which are adjacent to Sun Inn Courtyard (area outlined and hatched as shown on the attached map – “Exhibit A-1: Premises Map (iv)-1”); and
- (v) Payrow Plaza.

B. Scope of Use: Permittee seeks a Use Permit for the Premises for the event/purpose, on the dates, for the duration, and subject to the terms indicated below and herein:

Event/Purpose: Musikfest 2025, Musikfest 2026, Musikfest 2027, Musikfest 2028, Musikfest 2029 and Musikfest 2030
Event Dates/Times: <i>Musikfest 2025:</i> August 1, 2025 to August 10, 2025 <i>Musikfest 2026:</i> July 31, 2026 to August 9, 2026 <i>Musikfest 2027:</i> August 6, 2027 to August 15, 2027 <i>Musikfest 2028:</i> August 4, 2028 to August 13, 2028 <i>Musikfest 2029:</i> August 3, 2029 to August 12, 2029 <i>Musikfest 2030:</i> August 2, 2030 to August 11, 2030
Use Permit Duration: <i>Musikfest 2025:</i> July 21, 2025 to August 15, 2025 <i>Musikfest 2026:</i> July 20, 2026 to August 14, 2026 <i>Musikfest 2027:</i> July 26, 2027 to August 20, 2027 <i>Musikfest 2028:</i> July 24, 2028 to August 18, 2028

Musikfest 2029: July 23, 2029 to August 17, 2029
Musikfest 2030: July 22, 2030 to August 16, 2030
Permittee Contact Person: Ray Neeb
Miscellaneous (e.g. names of subpermittees or vendors/Joinder Addendum): None

Permittee ratifies and confirms all representations and warranties contained in Permittee's application for Use Permit and certifies to the true and accuracy of the information submitted therewith.

C. Term. The initial term of this Agreement shall be for the Use Permit Duration identified in Paragraph B of this Exhibit A-1 (the "Term"). Notwithstanding any provision to the contrary, City may terminate, cancel or postpone this Agreement in writing at any time during the Term in accordance with Section 11 of this Agreement.

D. Insurance Requirements.

- (i) Permittee shall maintain, at its sole expense, the following minimum insurance coverage:
- ☒ Comprehensive General Liability (Acord Form 25) (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage). Coverage must be no less than \$1,000,000 for each occurrence and \$5,000,000 in the aggregate. Products and Completed Operations coverage to be maintained one (1) year after final payment for Goods. The said insurance shall cover public liability, products liability and property damage. Permittee is not required to purchase and maintain police professional liability insurance.
 - ☒ Liquor Liability (under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy providing liquor liability coverage (a) with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence or aggregate, (b) the insurance shall provide coverage for the periods of time indicated above as Use Permit Duration and (c) which insurance names the "City of Bethlehem, its officers and employees" as an additional insured. To provide proof of insurance, the Permittee shall furnish a Certificate of Insurance to the Bureau of Law of the City of Bethlehem at the time of Permittee's signing and delivery of this Agreement to City for counter-signature. A certificate naming City as "certificate holder" only is non-compliant.
- (ii) Insurance under this Agreement shall be written by a company licensed to do business in the Commonwealth of Pennsylvania, at the time the policy is issued.
- (iii) Certificates of Insurance shall be produced to City prior to execution of this Agreement and shall (a) confirm that such insurance policies may not be cancelled nor materially altered except upon thirty (30) days advance written notice to the Office of the City Solicitor, (b) name "**The City of Bethlehem, its Officials and Employees**" as additional insureds, and (c) include the following Certificate Holder Designation: "City of Bethlehem Attn: Office of Solicitor, 10 East Church Street, Bethlehem, PA 18018-6025".

E. Special Provisions Relating to Service of Alcohol.

- ☐ Permittee certifies no alcohol will be served or sold during the event.
- ☐ Permittee certifies alcohol will be served but not sold during the event.

(i) Alcohol service each day of the event shall end no later than thirty minutes prior to the end time.

(ii) Permittee may not sell or permit sale of alcohol at the event or in violation of state law, Pennsylvania LCB regulations and this Agreement. Neither may Permittee charge the price of alcohol in a price, ticket or admission fee to enter or attend the event. Alcohol shall be served free of charge.

☒ Permittee certifies alcohol will be served and sold during the event.

(i) Alcohol service and sales each day of the event shall end at the earlier of thirty minutes prior to the end time or any time required by the Permittee's PA LCB license or Special Occasion Permits, if any.

(ii) Permittee represents and warrants as follows with regard to the sale of alcohol at the event:

☐ Alcohol will be served or sold on its private property during the event but that no alcohol will be served, sold or consumed on City property or public right-of-way during the event.

☒ Permittee must obtain from the Pennsylvania Liquor Control Board and provide to the Bureau of Law of the City of Bethlehem a copy of its Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permit or License for each event listed above.

☐ Permittee's Subpermittees will be selling alcohol at the event subject to the following conditions: (a) Subpermittees must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the Bureau of Law of the City of Bethlehem, a copy of their Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permits or Licenses for each event date listed above; and (b) Subpermittees must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A.

☐ Permittee's Vendors will be selling alcohol at the event subject to the following conditions: (a) Permittee's vendors must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the City of Bethlehem, a copy of their Exposition Permits for each event date listed above; (b) Permittee's vendors must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A; (c) Permittee's vendors holding an Exposition Permit may provide tasting samples in individual portions not to exceed the number of ounces allowed pursuant to 47 P.S. § 505.2(a)(4) related to Limited Wineries or pursuant to 47 P.S. § 505.4(b)(8) relating to Limited Distilleries and Distilleries; and (d) Permittee shall require and ensure that each vendor selling alcohol or providing samples at the event will prominently display a sign notifying customers that "City ordinance prohibits the consumption of alcohol sold here on City streets or sidewalks."

F. Roster Duty Police Officers.

☐ No Roster Duty Required.

☒ Permittee must provide and pay for City of Bethlehem Roster Duty Police Officers at all times during the event listed above. The number of roster duty police officers required for the event shall be determined at the sole discretion of the City of Bethlehem Police Department. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

☐ Permittee shall consult with the City of Bethlehem Police Department three (3) weeks before each scheduled event listed above regarding expected attendance and/or pertinent information regarding each event. After that consultation, the Police Chief will determine if roster duty officers are required for the event. The number of roster duty police officers required for the event(s) shall be determined at the sole discretion of the City of Bethlehem Police Chief. The Police Chief may exercise his/her discretion and issue a determination at any time prior to or during the event(s) where the circumstances indicate the need for additional police presence. If it is determined by the City of Bethlehem Police Chief, in the Police Chief's sole discretion, that Roster Duty Police Officers are required for a particular event date or at a particular event location, Permittee shall accept the determination of the Police Chief without recourse, and must provide and pay for the required number of Roster Duty Police Officers to be present at all required times during such event on the event date or dates and at the location or locations in question. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

G. Public Safety.

☐ No Public Safety Plan Required.

☒ At least thirty (30) days before the event that is subject of this Agreement is scheduled to begin, Permittee must submit a Public Safety Plan (the "Plan") to City's Recreation Director, Fire Chief, Police Chief, EMS Director and Emergency Management Coordinator, which Plan addresses each item on the attached Exhibit B. The Permittee's event shall not be held on City property unless written approval has been granted by City on or before the start date of the event to the Permittee's Plan.

☐ No EMS Standby Required.

☒ Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the event that is subject of this Agreement. Permittee shall pay to City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

☐ Permittee shall consult with the City EMS Director to determine if EMS Standby services are warranted for each event date noted above. If it is determined by the EMS Director, in the EMS Director's sole discretion, that EMS Standby services are required for a particular event date, the Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the festival or special event. The Permittee shall pay to the City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by the City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

H. Miscellaneous. Permittee and City agree that the following additional terms and conditions will apply during the Term of this Agreement:

(i) Contributions.

Permittee hereby agrees to pay to City as a contribution:

- a. the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) in 2025 toward the overall non-uniform in-kind service costs of Musikfest, which amount shall be paid to the City by September 1, 2025.
- b. the sum of One Hundred Twenty-Seven Thousand Dollars (\$127,000.00) in 2026 toward the overall non-uniform in-kind service costs of Musikfest, which amount shall be paid to the City by September 1, 2026.
- c. the sum of One Hundred Twenty-Nine Thousand Dollars (\$129,000.00) in 2027 toward the overall non-uniform in-kind service costs of Musikfest, which amount shall be paid to the City by September 1, 2027.
- d. the sum of One Hundred Thirty-One Thousand Dollars (\$131,000.00) in 2028 toward the overall non-uniform in-kind service costs of Musikfest, which amount shall be paid to the City by September 1, 2028.
- e. the sum of One Hundred Thirty-Three Thousand Dollars (\$133,000.00) in 2029 toward the overall non-uniform in-kind service costs of Musikfest, which amount shall be paid to the City by September 1, 2029.
- f. the sum of One Hundred Thirty-Three Thousand Dollars (\$135,000.00) in 2030 toward the overall non-uniform in-kind service costs of Musikfest, which amount shall be paid to the City by September 1, 2030.

For purposes of this Use Permit, “non-uniform in-kind services” shall include: Garbage pickup and over-night clean-up of permitted and adjacent streets at the North and Southside venues; street cleaning; street and site flushing, sign erection and removal; electrical labor work to include wiring of Liederplatz and festival panel sets; electricity; bridge banners, equipment; fire hydrant adaptor installation and removal; water and sewage treatment costs; installation of temporary fencing; and any other service that is customary and performed based on past practice and paid for by Permittee upon billing by City. For purposes of this Use Permit, “non-uniform in-kind services” City obligations shall not include: Electrical work – wiring of Handwerkplatz, Zinzenplatz and Main Street; pole banner installation; over-night clean-up at festival tent sites; and electrician on duty; and such services shall be performed by Permittee at its expense.

- (ii) Parking. Parking is permitted only where legally designated.
- (iii) Admission Charges. Permittee may charge admission to its performances. All admission proceeds shall be retained by the Permittee.
- (iv) Security. If security services will be or are being required, then Permittee agrees to use City of Bethlehem Police personnel exclusively for all security, crowd control, traffic control, and related duties on City streets and property during the active hours of Musikfest, immediately before such event and immediately after such event. Additional security may be provided by Permittee upon agreement of and authorization by the City of Bethlehem Police Department, in its sole discretion. However, Permittee may use additional appropriate security with respect to private (non-City) property. Said roster duty services shall be reimbursed by Permittee to City in amounts billed by City. Said amounts are not included in or compensated by the Contributions outlined above and constitute a separate obligation of Permittee.
- (v) Fire Safety. Permittee agrees to use roster duty City of Bethlehem Fire Department personnel primarily for all fire safety coverage on City streets and property. However, Permittee may use additional proper security with respect to private property. Said roster duty services shall be reimbursed by Permittee to City in amounts billed by City. Said

amounts are not included in or compensated by the Contributions and constitute a separate obligation of Permittee.

- (vi) Removal of Port-A-Johns. Permittee shall remove all port-a-johns from the Premises as soon as possible following August 10, 2025, August 9, 2026, August 15, 2027, August 13, 2028, August 12, 2029, and August 11, 2030 (i.e. the last day of each year's festival).
- (vii) Food Vendor Area Cleaning. Permittee shall ensure that all food vendor areas located at the Sun Inn Courtyard and along Main Street, from Church Street to Broad Street, will be cleaned daily especially around the grease barrels and dumpster areas.
- (viii) Repairs. Permittee shall be responsible for the cost of replacing broken City sidewalks along Main Street, from Church Street to Broad Street, that occur as a result of the event, including set-up and take down. Permittee reserves the right to video and/or photograph all sites before the commencement of the festival, to document pre-festival conditions.
- (ix) Itemized Written Statement of Damages and Cost of Repair. Within thirty (30) days after the yearly permit term has ended, the City shall provide the Permittee with an itemized written statement setting forth any damages which have occurred to the Premises and the cost of repair thereof. The Permittee shall pay the amount due within thirty (30) days of receipt of the damage itemization. If the Permittee objects to the damage itemization, it shall so notify the City in writing within ten (10) days of receipt thereof. If Permittee fails to object within the stated period, it shall thereafter be deemed to have consented to the damage itemization and to have waived any objection thereto.
- (x) Site Plan. Permittee shall provide City with a final and complete site plan showing the location of all proposed festival infrastructure (temporary or otherwise) to be placed on the Premises and the identities of the parties to be occupying said festival infrastructure four (4) weeks prior to the commencement of the term. For purposes of this Use Permit, "festival infrastructure" shall mean: tents; booths; seating; amenities; structures; stages; equipment; vehicles; amusements; truck trailers; refrigerator trucks; dumpsters; parking areas; bus and trolley stops; and any other uses Permittee intends to make or to be placed and used on the permitted premises during the festival. The locations of said festival infrastructure must be approved in writing by the City's Director of Public Works prior to their placement on the Premises. In addition, the final and complete site plan must be approved in writing by the Fire Marshal or his designee to ensure adequate emergency vehicle access to all areas of the festival. The approved locations of the festival infrastructure shall not be altered without further written approval of the City. The City shall not unreasonably withhold such consent.
- (xi) Mobile Vendors. Permittee shall not allow any mobile or moving vendors or vendors of any kind at any locations on the Premises not indicated on the site plan.
- (xii) List of Vendors. Permittee shall provide the City with a list of all vendors at least five (5) weeks prior to the start of each year's festival (i.e. – by no later than June 27, 2025; June 26, 2026; July 2, 2027; June 30, 2028; June 29, 2029; and June 28, 2030), so that the proper City licenses and permits can be issued before the start of the event. The list of vendors shall include the following information: Business Name/Vendor Name; Vendor Contact Person; Mailing Address; Telephone Number(s); E-mail Address; Website (if available); Current City of Bethlehem Business Privilege License Number; Description of

what the vendor will be vending (i.e. – retail, food, sampling, displaying information, etc.).

- (xiii) Licenses and Permits to be Displayed. Permittee shall notify all vendors that Vendor Permits, Business Privilege Tax Licenses and Health Permits must be prominently displayed at all times during the festival. To assure such notification is given, Permittee shall include this requirement in its agreements with vendors. The latter provision shall apply only to such vendor agreements not yet signed as of the date of this Use Permit Agreement. Vendor Permits shall be applied for at least four (4) weeks prior to the start of the event each year.
- (xiv) Amounts Paid to Vendors. Permittee shall report to the City the gross amount paid to individual vendors within sixty (60) days of the end of each Musikfest. In addition, Permittee shall require in its agreements with vendors that the vendors shall report to the City the number of employees each vendor used. The latter provision shall apply only to such vendor agreements not yet signed as of the date of this Use Permit Agreement.
- (xv) Maintenance by Permittee. During the term that the Permittee is using the Premises, as granted by this Permit, the Permittee shall maintain and keep the Premises in a clean and sanitary condition and, at the conclusion thereof shall return the Premises to the City in the same condition it was in at the commencement of the term of the Permit. It is expressly agreed that Permittee shall be responsible for all damage except that caused by the active negligence or willful misconduct of the City. Any damage to city property will be invoiced to the Permittee and must be reimbursed to the City of Bethlehem within 30 days of invoicing. Permittee shall clean up, aerate and seed the green space at Spring and Lehigh Streets and in the Colonial Industrial Quarter, said work to begin within twenty-one (21) days after August 10, 2025, within twenty-one (21) days after August 9, 2026, within twenty-one days after August 15, 2027, within twenty-one days after August 13, 2028, within twenty-one days after August 12, 2029, and within twenty-one days after August 11, 2030. The City will inspect the sidewalk along Main Street, from Church Street to Broad Street, immediately after event take-down to determine what areas will need to be power washed. After such determination, Permittee shall power wash the sidewalks as directed. If Permittee obtains a permit for fireworks, Permittee is responsible for clean-up of fireworks debris.
- (xvi) Designation as “Special Event”. Musikfest is hereby authorized, licensed, permitted and designated by City as a “Special Event” or Special Condition for all purposes set forth in applicable City Ordinances and Resolutions.
- (xvii) ArtsQuest in Exclusive Possession of Premises. For purposes of enforcement by governmental and municipal entities of all state laws and City ordinances, ArtsQuest shall be deemed to be in exclusive possession of the premises. For enforcement purposes, this provision shall supersede and amend any inconsistent provision of this Agreement set forth hereinbefore or hereinafter. This provision shall not be interpreted or applied by ArtsQuest to avoid its obligation to keep the premises accessible to the public under this Agreement.
- (xviii) Requests for City Services. All requests for City services shall be submitted in writing at least four (4) weeks before the commencement of the Musikfest Festival.

- (xix) Annual Review. Representatives of ArtsQuest and the City agree to meet annually to discuss any proposed Amendments to this Agreement.
- (xx) Paragraph 6, Personal Property, as stated above, is hereby amended to read as follows:

Personal Property. Permittee shall be solely responsible for the safety and security of its personal property, and any damage or loss to items of personalty shall be the sole and exclusive responsibility of Permittee. Within four (4) days of the termination or expiration of this Agreement, Permittee shall remove all of its personal property from the Premises and return the Premises to its condition, reasonable wear and tear excepted, prior to the commencement of this Agreement. If Permittee fails to remove its personal property and/or return the Premises to its prior condition, Permittee agrees to pay to City, on demand, all costs incurred by City to remove the personal property and return and restore the Premises to its original condition.

EXHIBIT A-1 (FESTIVAL SITES)

Premises Map (i)-1

Johnston Park (areas outlined and hatched as shown on the below map)

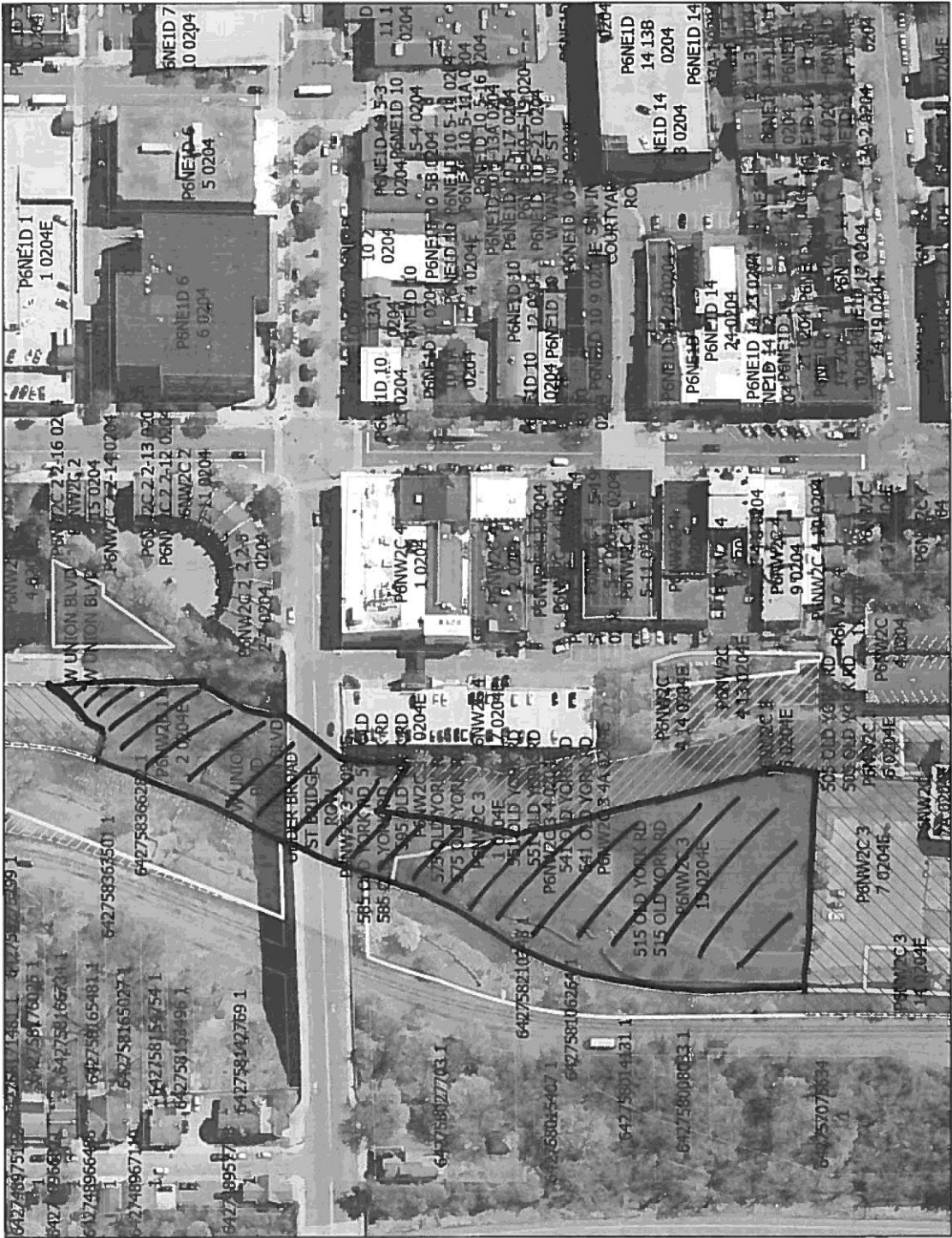


EXHIBIT A-1 (FESTIVAL SITES)

Premises Map (iv)-1

Nevin Place right-of-way and West Walnut Street Parcel (areas outlined and hatched as shown on the below map)

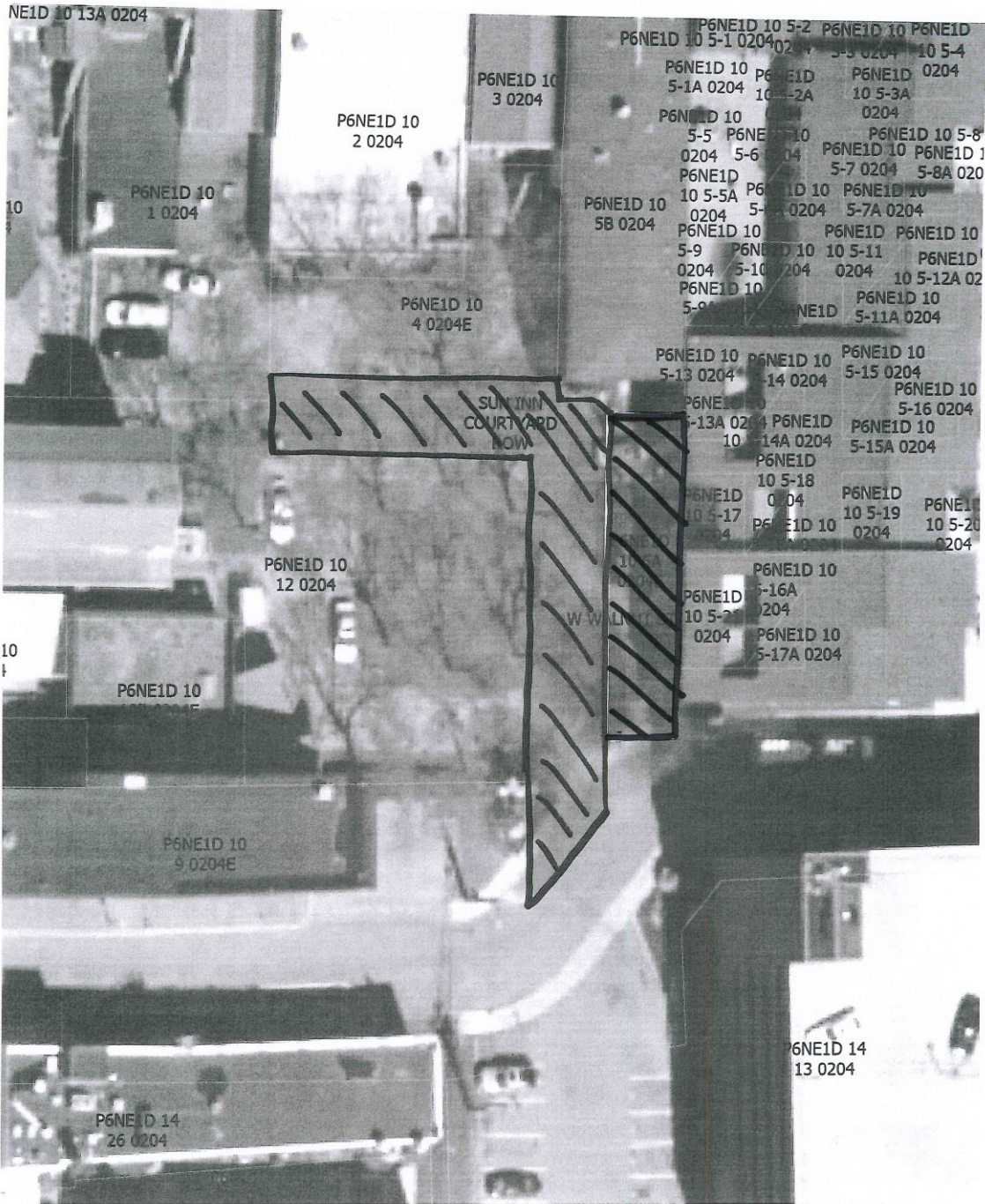


EXHIBIT A-2
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY
(STREETS)

A. Premises:

- (i) North Side:
- a. Main Street from Broad Street to the Lehigh River
 - b. Walnut Street from Guetter Street to Main Street
 - c. Spring Street from Conestoga Street to Main Street
 - d. Lehigh Street from Conestoga Street to New Street
 - e. Conestoga Street from W. Union Blvd to Spring Street and the eastern leg of Conestoga Street from Spring Street to Lehigh Street
 - f. Church Street from Main Street to Center Street
- (ii) South Side:
- a. Founders Way from Third Street to First Street
 - b. First Street from Polk Street to its eastern terminus
 - c. Second Street from Polk Street to its eastern terminus

B. Scope of Use: Permittee seeks a Use Permit for the Premises for the event/purpose, on the dates, for the duration, and subject to the terms indicated below and herein:

Event/Purpose: Musikfest 2025, Musikfest 2026, Musikfest 2027, Musikfest 2028, Musikfest 2029 and Musikfest 2030
Event Dates/Times: <i>Musikfest 2025:</i> August 1, 2025 to August 10, 2025 <i>Musikfest 2026:</i> July 31, 2026 to August 9, 2026 <i>Musikfest 2027:</i> August 6, 2027 to August 15, 2027 <i>Musikfest 2028:</i> August 4, 2028 to August 13, 2028 <i>Musikfest 2029:</i> August 3, 2029 to August 12, 2029 <i>Musikfest 2030:</i> August 2, 2030 to August 11, 2030
Use Permit Duration: <i>Musikfest 2025</i> <ul style="list-style-type: none">• Main Street from Lehigh Street to Spring Street Only – From 8:00 am Monday, July 28, 2025 until 5:00 pm Wednesday, August 13, 2025• First Street between Polk Street and the eastern terminus (allowing for access to Steel Ice Center and its parking lot) and Founders Way from Second Street to First Street – From 8:00 am Sunday, July 27, 2025 until 5:00 pm Wednesday, August 13, 2025• All Other Premises – From August 1, 2025 to August 10, 2025 only between the hours of 8:00 am and 11:30 pm each day <i>Musikfest 2026:</i> <ul style="list-style-type: none">• Main Street from Lehigh Street to Spring Street Only – From 8:00 am Monday, July 27, 2026 until 5:00 pm Wednesday, August 12, 2026• First Street between Polk Street and the eastern terminus (allowing for access to Steel Ice Center and its parking lot) and Founders Way from Second Street to First Street – From 8:00 am Sunday, July 26, 2026 until 5:00 pm Wednesday, August 12, 2026• All Other Premises – From July 31, 2026 to August 9, 2026 only between the hours of 8:00 am and 11:30 pm each day

<p><i>Musikfest 2027:</i></p> <ul style="list-style-type: none"> • Main Street from Lehigh Street to Spring Street Only – From 8:00 am Monday, August 2, 2027 until 5:00 pm Wednesday, August 18, 2027 • First Street between Polk Street and the eastern terminus (allowing for access to Steel Ice Center and its parking lot) and Founders Way from Second Street to First Street – From 8:00 am Sunday, August 1, 2027 until 5:00 pm Wednesday, August 18, 2027 • All Other Premises – From August 6, 2027 to August 15, 2027 only between the hours of 8:00 am and 11:30 pm each day <p><i>Musikfest 2028:</i></p> <ul style="list-style-type: none"> • Main Street from Lehigh Street to Spring Street Only – From 8:00 am Monday, July 31, 2028 until 5:00 pm Wednesday, August 16, 2028 • First Street between Polk Street and the eastern terminus (allowing for access to Steel Ice Center and its parking lot) and Founders Way from Second Street to First Street – From 8:00 am Sunday, July 30, 2028 until 5:00 pm Wednesday, August 16, 2028 • All Other Premises – From August 4, 2028 to August 13, 2028 only between the hours of 8:00 am and 11:30 pm each day <p><i>Musikfest 2029:</i></p> <ul style="list-style-type: none"> • Main Street from Lehigh Street to Spring Street Only – From 8:00 am Monday, July 30, 2029 until 5:00 pm Wednesday, August 15, 2029 • First Street between Polk Street and the eastern terminus (allowing for access to Steel Ice Center and its parking lot) and Founders Way from Second Street to First Street – From 8:00 am Sunday, July 29, 2029 until 5:00 pm Wednesday, August 15, 2029 • All Other Premises – From August 3, 2029 to August 12, 2029 only between the hours of 8:00 am and 11:30 pm each day <p><i>Musikfest 2030:</i></p> <ul style="list-style-type: none"> • Main Street from Lehigh Street to Spring Street Only – From 8:00 am Monday, July 29, 2030 until 5:00 pm Wednesday, August 14, 2030 • First Street between Polk Street and the eastern terminus (allowing for access to Steel Ice Center and its parking lot) and Founders Way from Second Street to First Street – From 8:00 am Sunday, July 28, 2030 until 5:00 pm Wednesday, August 14, 2030 • All Other Premises – From August 2, 2030 to August 11, 2030 only between the hours of 8:00 am and 11:30 pm each day
Permittee Contact Person: Ray Neeb
Miscellaneous (e.g. names of subpermittees or vendors/Joinder Addendum): None

Permittee ratifies and confirms all representations and warranties contained in Permittee’s application for Use Permit and certifies to the true and accuracy of the information submitted therewith.

C. Term. The initial term of this Agreement shall be for the Use Permit Duration identified in Paragraph B of this Exhibit A-2 (the “Term”). Notwithstanding any provision to the contrary, City may terminate, cancel or postpone this Agreement in writing at any time during the Term in accordance with Section 11 of this Agreement.

D. Insurance Requirements.

(i) Permittee shall maintain, at its sole expense, the following minimum insurance coverage:

- ☒ Comprehensive General Liability (Acord Form 25) (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage). Coverage must be no less than

\$1,000,000 for each occurrence and \$5,000,000 in the aggregate. Products and Completed Operations coverage to be maintained one (1) year after final payment for Goods.

☒ Liquor Liability (under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy providing liquor liability coverage (a) with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence or aggregate, (b) the insurance shall provide coverage for the periods of time indicated above as Use Permit Duration and (c) which insurance names the “City of Bethlehem, its officers and employees” as an additional insured. To provide proof of insurance, the Permittee shall furnish a Certificate of Insurance to the Bureau of Law of the City of Bethlehem at the time of Permittee’s signing and delivery of this Agreement to City for counter-signature. A certificate naming City as “certificate holder” only is non-compliant.

(ii) Insurance under this Agreement shall be written by a company licensed to do business in the Commonwealth of Pennsylvania, at the time the policy is issued.

(iii) Certificates of Insurance shall be produced to City prior to execution of this Agreement and shall (a) confirm that such insurance policies may not be cancelled nor materially altered except upon thirty (30) days advance written notice to the Office of the City Solicitor, (b) name “**The City of Bethlehem, its Officials and Employees**” as additional insureds, and (c) include the following Certificate Holder Designation: “City of Bethlehem Attn: Office of Solicitor, 10 East Church Street, Bethlehem, PA 18018-6025”.

E. Special Provisions Relating to Service of Alcohol.

☐ Permittee certifies no alcohol will be served or sold during the event.

☐ Permittee certifies alcohol will be served but not sold during the event.

(i) Alcohol service each day of the event shall end no later than thirty minutes prior to the end time.

(ii) Permittee may not sell or permit sale of alcohol at the event or in violation of state law, Pennsylvania LCB regulations and this Agreement. Neither may Permittee charge the price of alcohol in a price, ticket or admission fee to enter or attend the event. Alcohol shall be served free of charge.

☒ Permittee certifies alcohol will be served and sold during the event.

(i) Alcohol service and sales each day of the event shall end at the earlier of thirty minutes prior to the end time or any time required by the Permittee’s PA LCB license or Special Occasion Permits, if any.

(ii) Permittee represents and warrants as follows with regard to the sale of alcohol at the event:

☐ Alcohol will be served or sold on its private property during the event but that no alcohol will be served, sold or consumed on City property or public right-of-way during the event.

☒ Permittee must obtain from the Pennsylvania Liquor Control Board and provide to the Bureau of Law of the City of Bethlehem a copy of its Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permit or License for each event listed above.

☐ Permittee's Subpermittees will be selling alcohol at the event subject to the following conditions: (a) Subpermittees must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the Bureau of Law of the City of Bethlehem, a copy of their Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permits or Licenses for each event date listed above; and (b) Subpermittees must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A.

☐ Permittee's Vendors will be selling alcohol at the event subject to the following conditions: (a) Permittee's vendors must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the City of Bethlehem, a copy of their Exposition Permits for each event date listed above; (b) Permittee's vendors must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A; (c) Permittee's vendors holding an Exposition Permit may provide tasting samples in individual portions not to exceed the number of ounces allowed pursuant to 47 P.S. § 505.2(a)(4) related to Limited Wineries or pursuant to 47 P.S. § 505.4(b)(8) relating to Limited Distilleries and Distilleries; and (d) Permittee shall require and ensure that each vendor selling alcohol or providing samples at the event will prominently display a sign notifying customers that "City ordinance prohibits the consumption of alcohol sold here on City streets or sidewalks."

F. Roster Duty Police Officers.

☐ No Roster Duty Required.

☒ Permittee must provide and pay for City of Bethlehem Roster Duty Police Officers at all times during the event listed above. The number of roster duty police officers required for the event shall be determined at the sole discretion of the City of Bethlehem Police Department. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

☐ Permittee shall consult with the City of Bethlehem Police Department three (3) weeks before each scheduled event listed above regarding expected attendance and/or pertinent information regarding each event. After that consultation, the Police Chief will determine if roster duty officers are required for the event. The number of roster duty police officers required for the event(s) shall be determined at the sole discretion of the City of Bethlehem Police Chief. The Police Chief may exercise his/her discretion and issue a determination at any time prior to or during the event(s) where the circumstances indicate the need for additional police presence. If it is determined by the City of Bethlehem Police Chief, in the Police Chief's sole discretion, that Roster Duty Police Officers are required for a particular event date or at a particular event location, Permittee shall accept the determination of the Police Chief without recourse, and must provide and pay for the required number of Roster Duty Police Officers to be present at all required times during such event on the event date or dates and at the location or locations in question. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

G. Public Safety.

☐ No Public Safety Plan Required.

☒ At least thirty (30) days before the event that is subject of this Agreement is scheduled to begin, Permittee must submit a Public Safety Plan (the "Plan") to City's Recreation Director, Fire Chief, Police Chief, EMS Director and Emergency Management Coordinator, which Plan addresses each item on the attached Exhibit B. The Permittee's event shall not be held on City property unless written approval has been granted by City on or before the start date of the event to the Permittee's Plan.

☐ No EMS Standby Required.

☒ Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the event that is subject of this Agreement. Permittee shall pay to City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

☐ Permittee shall consult with the City EMS Director to determine if EMS Standby services are warranted for each event date noted above. If it is determined by the EMS Director, in the EMS Director's sole discretion, that EMS Standby services are required for a particular event date, the Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the festival or special event. The Permittee shall pay to the City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by the City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

H. Miscellaneous. Permittee and City agree that the following additional terms and conditions will apply during the Term of this Agreement:

- (i) Contributions. Permittee has agreed to pay to the City those amounts identified in the Exhibit A-1 to Use Permit Agreement for Public Property (Festival Sites). No additional payments are required in connection with Permittee's use of the Premises identified in this Exhibit A-2 to Use Permit Agreement for Public Property (Streets).
- (ii) Designation as "Special Event". Musikfest is hereby authorized, licensed, permitted and designated by City as a "Special Event" or Special Condition for all purposes set forth in applicable City Ordinances and Resolutions. For the purposes of Article 531.99, the designated area is the area including and within the following boundaries, which is also shown on the attached "Exhibit A-2: Special Condition Designated Area Map": Main Street from Broad Street to North Street, North Street from Main Street to Long Street, Long Street from North Street to Church Street, Church Street from Long Street to Center Street, Center Street/Lehigh Street from Church Street to Conestoga Street, Conestoga Street from Lehigh Street to Spring Street, Spring Street from Conestoga Street to Second Avenue, Second Avenue from Spring Street to Prospect Avenue, Prospect Avenue from Second Avenue to First Avenue, First Avenue from Prospect Avenue to Broad Street and Broad Street from First Avenue to Main Street.
- (iii) Termination. Permittee shall have the right to terminate this Lease by ten (10) days written notice to the City.
- (iv) Vehicular and Pedestrian Use. The Premises shall be kept open for vehicular and pedestrian use at all times, except as otherwise allowed herein. Permittee shall place no

barricades, blockades or other items in the Premises which would, in any way, impede the flow of vehicular or pedestrian traffic. Said Premises may be closed or barricades or blockades erected only with the prior written consent of the Police Chief, which consent may include such restrictions or conditions as the Police Chief may require in his sole discretion. Sufficient emergency vehicle and equipment ingress and egress must be maintained at all times.

- (v) Use of Public Sidewalks. Permittee shall not restrict the use of the public sidewalks by the abutting property owners and tenants.
- (vi) Street Maintenance – Permittee Responsible. Permittee shall keep the Premises clean and in good condition during the term of this Use Permit and, at the conclusion thereof shall return the Premises to the City in the same condition it was in at the commencement of the term of the Use Permit, normal and reasonable wear and tear excepted. It is expressly agreed that Permittee shall be responsible for all damage beyond normal and reasonable wear and tear occurring to the Premises during the term of the Use Permit, except that caused by the active negligence or willful misconduct of the City. Any damage to city property will be invoiced to the Permittee and must be reimbursed to the City of Bethlehem within 30 days of invoicing. If payment is not received within 30 days, interest charges will accrue at an interest rate of 1% per month or any portion of a month thereof.
- (vii) Street Maintenance – City Responsibility. City will continue its program of routine street maintenance and cleaning during the term of this Use Permit.
- (viii) Submission of Site Plan to City. Permittee shall provide City with a site plan showing the proposed location of all refrigerator trucks, dumpsters, parking areas, bus and trolley stops and any other uses it intends to make of the Premises four (4) weeks prior to the commencement of the Use Permit term. The locations must be approved in writing by City's Director of Public Works prior to their placement on the Premises. The approved locations shall be not altered without further written approval of City's Director of Public Works. In addition, the final and complete site plan must be approved in writing by the Fire Marshal or his designee to ensure adequate emergency vehicle access to all areas of the festival.
- (ix) Law Enforcement. Notwithstanding the terms of this Use Permit, City shall retain sole and exclusive jurisdiction to enforce the Ordinances of the City of Bethlehem and laws of the Commonwealth of Pennsylvania on the Premises during the term of this Use Permit.
- (x) ArtsQuest in Exclusive Possession of Premises. For purposes of enforcement by governmental and municipal entities of all state laws and City ordinances, ArtsQuest shall be deemed to be in exclusive possession of the premises. For enforcement purposes, this provision shall supersede and amend any inconsistent provision of this Agreement set forth hereinbefore or hereinafter.
- (xi) Requests for City Services. All requests for City services shall be submitted in writing at least four (4) weeks before the commencement of the Musikfest Festival.
- (xii) Annual Review. Representatives of ArtsQuest and the City agree to meet annually to discuss any proposed Amendments to this Agreement.

- (xiii) Paragraph 6, Personal Property, as stated above, is hereby amended to read as follows:

Personal Property. Permittee shall be solely responsible for the safety and security of its personal property, and any damage or loss to items of personalty shall be the sole and exclusive responsibility of Permittee. Within four (4) days of the termination or expiration of this Agreement, Permittee shall remove all of its personal property from the Premises and return the Premises to its condition, reasonable wear and tear excepted, prior to the commencement of this Agreement. If Permittee fails to remove its personal property and/or return the Premises to its prior condition, Permittee agrees to pay to City, on demand, all costs incurred by City to remove the personal property and return and restore the Premises to its original condition.

EXHIBIT A-2 (STREETS)

Special Condition Designated Area Map

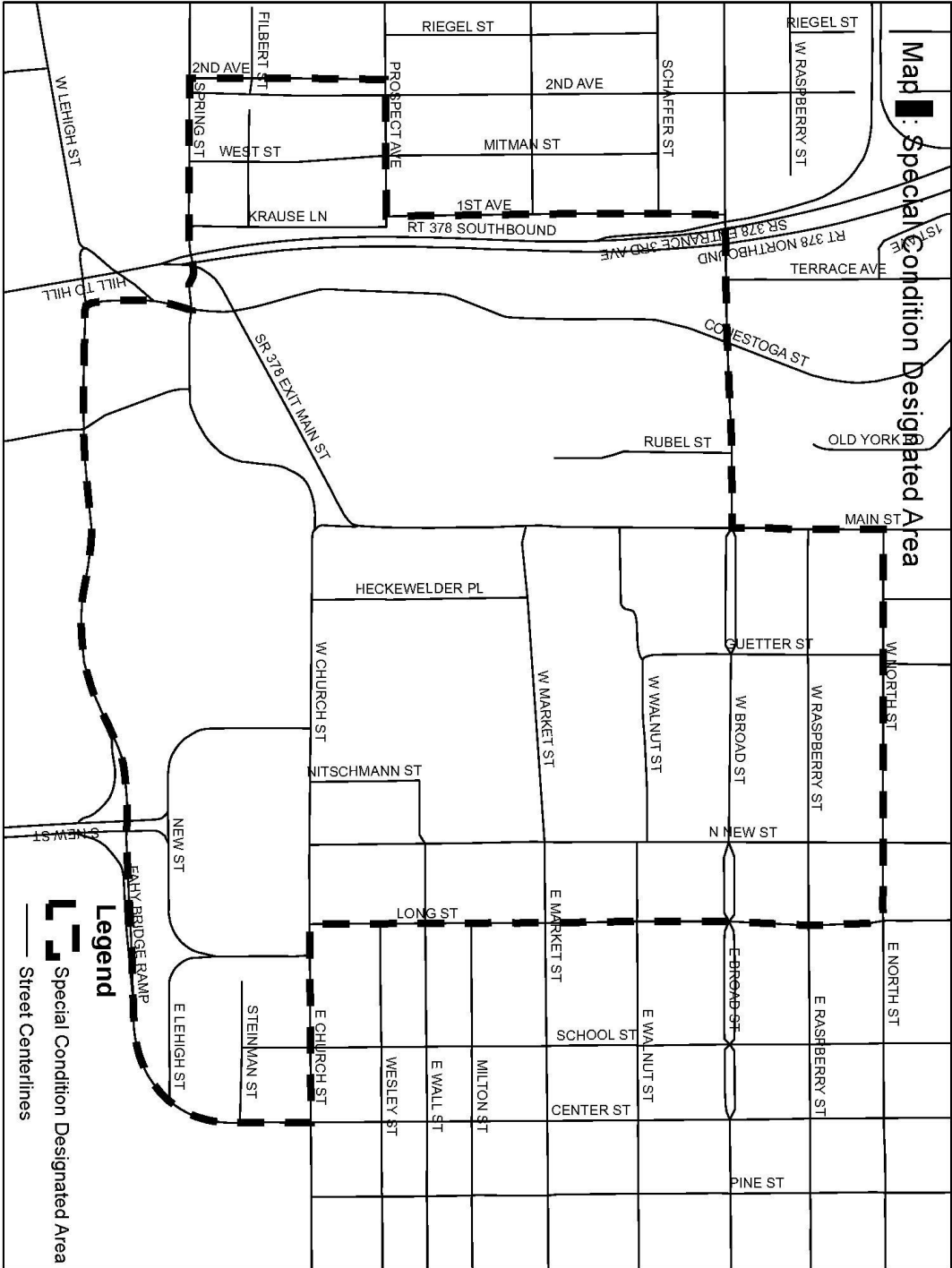


EXHIBIT A-3
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY
(HANDWERKPLATZ AND LIEDERPLATZ)

A. Premises:

<u>Record Owner – City Parcels</u>	<u>N.C. Tax Parcel Identifier</u>	
City of Bethlehem	P6NW3B 1 3 0204E	See Exhibit A-3: Premises Map 1(a) & 1(b)
City of Bethlehem	P6NW3B 1 4 0204E	See Exhibit A-3: Premises Map 1(a) & 1(b)
City of Bethlehem	P6NW3B 1 5 0204E	See Exhibit A-3: Premises Map 1(a) & 1(b)
City of Bethlehem	P6NW3B 1 6 0204E	See Exhibit A-3: Premises Map 1(a) & 1(b)
City of Bethlehem	P6NW3B 3 1 0204E	See Exhibit A-3: Premises Map 1(a) & 1(b)
<u>Record Owner – RDA Parcels</u>		
Redevelopment Authority	P6NW3B 1 1 0204E	See Exhibit A-3: Premises Map 1(a) & 1(b)
Redevelopment Authority	P6NW3B 1 2 0204E	See Exhibit A-3: Premises Map 1(a) & 1(b)
Redevelopment Authority	P6NE1D 10 4 0204E	See Exhibit A-3: Premises Map 2(a) & 2(b)

B. Scope of Use: Permittee seeks a Use Permit for the Premises for the event/purpose, on the dates, for the duration, and subject to the terms indicated below and herein:

<p>Event/Purpose: Musikfest 2025, Musikfest 2026, Musikfest 2027, Musikfest 2028, Musikfest 2029, and Musikfest 2030 Carnival Ride and Inflatable Bounce Attractions in Handwerkplatz; and Use of Redevelopment Authority owned Parcel located in Sun Inn Courtyard</p>
<p>Event Dates/Times: <i>Musikfest 2025:</i> August 1, 2025 to August 10, 2025 <ul style="list-style-type: none"> Friday, August 1, 2025 from 5:00 pm to 11:00 pm; all other days from 12:00 noon to 11:00 pm <i>Musikfest 2026:</i> July 31, 2026 to August 9, 2026 <ul style="list-style-type: none"> Friday, July 31, 2026 from 5:00 pm to 11:00 pm; all other days from 12:00 noon to 11:00 pm <i>Musikfest 2027:</i> August 6, 2027 to August 15, 2027 <ul style="list-style-type: none"> Friday, August 6, 2027 from 5:00 pm to 11:00 pm; all other days from 12:00 noon to 11:00 pm <i>Musikfest 2028:</i> August 4, 2028 to August 13, 2028 <ul style="list-style-type: none"> Friday, August 4, 2028 from 5:00 pm to 11:00 pm; all other days from 12:00 noon to 11:00 pm <i>Musikfest 2029:</i> August 3, 2029 to August 12, 2029 <ul style="list-style-type: none"> Friday, August 3, 2029 from 5:00 pm to 11:00 pm; all other days from 12:00 noon to 11:00 pm <i>Musikfest 2030:</i> August 2, 2030 to August 11, 2030</p>

<ul style="list-style-type: none"> Friday, August 2, 2030 from 5:00 pm to 11:00 pm; all other days from 12:00 noon to 11:00 pm
<p>Use Permit Duration:</p> <p><i>Musikfest 2025:</i> August 1, 2025 to August 10, 2025</p> <p><i>Musikfest 2026:</i> July 31, 2026 to August 9, 2026</p> <p><i>Musikfest 2027:</i> August 6, 2027 to August 15, 2027</p> <p><i>Musikfest 2028:</i> August 4, 2028 to August 13, 2028</p> <p><i>Musikfest 2029:</i> August 3, 2029 to August 12, 2029</p> <p><i>Musikfest 2030:</i> August 2, 2030 to August 11, 2030</p>
<p>Permittee Contact Person: Ray Neeb</p>
<p>Miscellaneous (e.g. names of subpermittees or vendors/Joinder Addendum):</p> <p>Redevelopment Authority of the City of Bethlehem, as co-permittor with City, hereinafter referred to as "RDA"; and</p> <p>AKM Entertainment, LLC, as an additional Permittee</p>

Permittee ratifies and confirms all representations and warranties contained in Permittee's application for Use Permit and certifies to the true and accuracy of the information submitted therewith.

As used in this Exhibit A-3 to Use Permit Agreement for Public Property (Handwerkplatz and Liederplatz), the term "Permittee" shall be interpreted to mean both ArtsQuest and AKM Entertainment, LLC unless the context clearly implies otherwise.

C. Term. The initial term of this Agreement shall be for the Use Permit Duration identified in Paragraph B of this Exhibit A-3 (the "Term"). Notwithstanding any provision to the contrary, City may terminate, cancel or postpone this Agreement in writing at any time during the Term in accordance with Section 11 of this Agreement.

D. Insurance Requirements.

- (i) Permittee shall maintain, at its sole expense, the following minimum insurance coverage:
- ☒ Comprehensive General Liability (Acord Form 25) (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage). Coverage must be no less than \$1,000,000 for each occurrence and \$5,000,000 in the aggregate. Products and Completed Operations coverage to be maintained one (1) year after final payment for Goods.
 - ☒ Liquor Liability (under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy providing liquor liability coverage (a) with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence or aggregate, (b) the insurance shall provide coverage for the periods of time indicated above as Use Permit Duration and (c) which insurance names the "City of Bethlehem, its officers and employees" as an additional insured. To provide proof of insurance, the Permittee shall furnish a Certificate of Insurance to the Bureau of Law of the City of Bethlehem at the time of Permittee's signing and delivery of this Agreement to City for counter-signature. A certificate naming City as "certificate holder" only is non-compliant.
- (ii) Insurance under this Agreement shall be written by a company licensed to do business in the Commonwealth of Pennsylvania, at the time the policy is issued.

- (iii) Certificates of Insurance shall be produced to City prior to execution of this Agreement and shall (a) confirm that such insurance policies may not be cancelled nor materially altered except upon thirty (30) days advance written notice to the Office of the City Solicitor, (b) name “**The City of Bethlehem, its Officials and Employees**” as additional insureds, and (c) include the following Certificate Holder Designation: “City of Bethlehem Attn: Office of Solicitor, 10 East Church Street, Bethlehem, PA 18018-6025”.

E. Special Provisions Relating to Service of Alcohol.

- ☐ Permittee certifies no alcohol will be served or sold during the event.
- ☐ Permittee certifies alcohol will be served but not sold during the event.

(i) Alcohol service each day of the event shall end no later than thirty minutes prior to the end time.

(ii) Permittee may not sell or permit sale of alcohol at the event or in violation of state law, Pennsylvania LCB regulations and this Agreement. Neither may Permittee charge the price of alcohol in a price, ticket or admission fee to enter or attend the event. Alcohol shall be served free of charge.

- ☒ Permittee certifies alcohol will be served and sold during the event.

(i) Alcohol service and sales each day of the event shall end at the earlier of thirty minutes prior to the end time or any time required by the Permittee’s PA LCB license or Special Occasion Permits, if any.

(ii) Permittee represents and warrants as follows with regard to the sale of alcohol at the event:

☐ Alcohol will be served or sold on its private property during the event but that no alcohol will be served, sold or consumed on City property or public right-of-way during the event.

☒ Permittee must obtain from the Pennsylvania Liquor Control Board and provide to the Bureau of Law of the City of Bethlehem a copy of its Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permit or License for each event listed above.

☐ Permittee’s Subpermittees will be selling alcohol at the event subject to the following conditions: (a) Subpermittees must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the Bureau of Law of the City of Bethlehem, a copy of their Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permits or Licenses for each event date listed above; and (b) Subpermittees must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A.

☐ Permittee’s Vendors will be selling alcohol at the event subject to the following conditions: (a) Permittee’s vendors must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the City of Bethlehem, a copy of their Exposition Permits for each event date listed above; (b)

Permittee's vendors must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A; (c) Permittee's vendors holding an Exposition Permit may provide tasting samples in individual portions not to exceed the number of ounces allowed pursuant to 47 P.S. § 505.2(a)(4) related to Limited Wineries or pursuant to 47 P.S. § 505.4(b)(8) relating to Limited Distilleries and Distilleries; and (d) Permittee shall require and ensure that each vendor selling alcohol or providing samples at the event will prominently display a sign notifying customers that "City ordinance prohibits the consumption of alcohol sold here on City streets or sidewalks."

F. Roster Duty Police Officers.

☐ No Roster Duty Required.

☒ Permittee must provide and pay for City of Bethlehem Roster Duty Police Officers at all times during the event listed above. The number of roster duty police officers required for the event shall be determined at the sole discretion of the City of Bethlehem Police Department. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

☐ Permittee shall consult with the City of Bethlehem Police Department three (3) weeks before each scheduled event listed above regarding expected attendance and/or pertinent information regarding each event. After that consultation, the Police Chief will determine if roster duty officers are required for the event. The number of roster duty police officers required for the event(s) shall be determined at the sole discretion of the City of Bethlehem Police Chief. The Police Chief may exercise his/her discretion and issue a determination at any time prior to or during the event(s) where the circumstances indicate the need for additional police presence. If it is determined by the City of Bethlehem Police Chief, in the Police Chief's sole discretion, that Roster Duty Police Officers are required for a particular event date or at a particular event location, Permittee shall accept the determination of the Police Chief without recourse, and must provide and pay for the required number of Roster Duty Police Officers to be present at all required times during such event on the event date or dates and at the location or locations in question. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

G. Public Safety.

☐ No Public Safety Plan Required.

☒ At least thirty (30) days before the event that is subject of this Agreement is scheduled to begin, Permittee must submit a Public Safety Plan (the "Plan") to City's Recreation Director, Fire Chief, Police Chief, EMS Director and Emergency Management Coordinator, which Plan addresses each item on the attached Exhibit B. The Permittee's event shall not be held on City property unless written approval has been granted by City on or before the start date of the event to the Permittee's Plan.

☐ No EMS Standby Required.

☒ Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the event that is subject of this Agreement. Permittee shall pay to City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

☐ Permittee shall consult with the City EMS Director to determine if EMS Standby services are warranted for each event date noted above. If it is determined by the EMS Director, in the EMS

Director's sole discretion, that EMS Standby services are required for a particular event date, the Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the festival or special event. The Permittee shall pay to the City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by the City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

H. Miscellaneous. Permittee and City agree that the following additional terms and conditions will apply during the Term of this Agreement:

- (i) Co-Permitter with the City. By executing the accompanying Joinder Addendum, the Redevelopment Authority of the City of Bethlehem desires to join in this Agreement as a Co-Permitter with the City for the purpose of granting a Use Permit to the Permittee for the premises as described in Section A of this Exhibit A-3 (as defined above, the RDA Parcels), and for the event/purpose, dates, and duration described in Section B of this Exhibit A-3.
- (ii) For the purposes of Paragraphs 1, 2, 3, 5, 6, 11, 14, 17, 19, and 20 of this Agreement, and Section C of this Exhibit A-3, wherever there is a reference to City, it shall mean both the City and the Redevelopment Authority of the City of Bethlehem, and where any such Paragraphs reference the City as having exclusive decision-making authority, the same shall be interpreted as providing the Redevelopment Authority with exclusive decision-making authority only with respect to matters related solely to the RDA Parcels.
- (iii) For the purposes of Paragraph 12 and 13 of this Agreement, the defined term "Indemnitees" shall be interpreted as specifically including "the Redevelopment Authority and its directors, officers, employees, and agents."
- (iv) For the purposes of Paragraphs 19, 21, 22, 23, 24, 29, and 30 of this Agreement, wherever there is a reference to "a party" or "the parties," the same shall be interpreted to include the Redevelopment Authority.
- (v) The insurance requirements set forth in Section D of this Exhibit A are amended as follows:
 - a. In addition to the provisions of Paragraphs (i), (ii), and (iii), Permittee shall name the "Redevelopment Authority, its officers and employees" as additional insureds on all required insurance coverages.
- (vi) Fees, Contributions and Charges.
 - a. Fees for the usage of the RDA Premises will be due in accordance with the fee schedules adopted by RDA.
 - b. All contributions, fees and charges for usage of the RDA Premises are due and must be paid within 30 days of the date of invoice, unless otherwise specified herein. If payment is not received within 30 days or by the specified due date, interest charges will accrue at an interest rate of 1% per month or any portion of a month thereof. Interest accruals will include, if applicable, any claims for damages and/or other services provided by the RDA.

- c. All contributions, fees and charges for usage of the City Premises are addressed in Exhibit A-1 to this Use Permit Agreement for Public Property (Festival Sites).
- (vii) Permittee AKM Entertainment, LLC acknowledges and agrees that it shall comply with the requirements of Section D, Insurance Requirements, as they relate to Comprehensive General Liability insurance, and shall name both the “City of Bethlehem, its officials and employees” and the “Redevelopment Authority of the City of Bethlehem, its officers and employees” as additional insureds on such insurance coverage. Certificates of Insurance shall be issued to both the City and RDA.
- (viii) No CITY or RDA Services. Except for services expressly committed under this Agreement or non-uniform in-kind services committed under Exhibit A-1 to this Use Permit Agreement, RDA and CITY shall not be obligated to provide any services to Permittee incident to Permittee’s use of the licensed property. All services provided to Permittee by RDA shall be for separate consideration or fee to be paid by Permittee to the RDA. All charges are due and must be paid within 30 days. The obligations imposed by this paragraph shall apply notwithstanding whether the Permit is revoked or terminated for cause.
- (ix) Paragraph 6, Personal Property, as stated above, is hereby amended to read as follows:
- Personal Property. Permittee shall be solely responsible for the safety and security of its personal property, and any damage or loss to items of personalty shall be the sole and exclusive responsibility of Permittee. Within four (4) days of the termination or expiration of this Agreement, Permittee shall remove all of its personal property from the Premises and return the Premises to its condition, reasonable wear and tear excepted, prior to the commencement of this Agreement. If Permittee fails to remove its personal property and/or return the Premises to its prior condition, Permittee agrees to pay to City, on demand, all costs incurred by City to remove the personal property and return and restore the Premises to its original condition.
- (x) Security. If security services will be or are being required, then Permittee agrees to use City of Bethlehem Police personnel exclusively for all security, crowd control, traffic control and related duties during the active hours of Musikfest, immediately before such event and immediately after such event. Additional security may be provided by Permittee upon agreement of and authorization by the City of Bethlehem Police Department, in its sole discretion. However, during all non-active hours of Musikfest Permittee shall maintain security as to all of its attractions, equipment, and personal property and deny access thereto by anyone for all purposes other than maintenance and repair of the same. Said roster duty services shall be reimbursed by Permittee to City in amounts billed by City. Said amounts are not included in or compensated by the Contributions outlined in Exhibit A-1 to this Use Permit Agreement for Public Property (Festival Sites) and constitute a separate obligation of Permittee.

EXHIBIT A-3 (HANDWERKPLATZ AND LIEDERPLATZ)

Premises Map 1(a)

Tax Parcels: P6NW3B-1-3 0204E; P6NW3B-1-4 0204E; P6NW3B-1-5 0204E; P6NW3B-1-6 0204E;
P6NW3B-3-1 0204E; P6NW3B-1-1 0204E; and P6NW3B-1-2 0204E

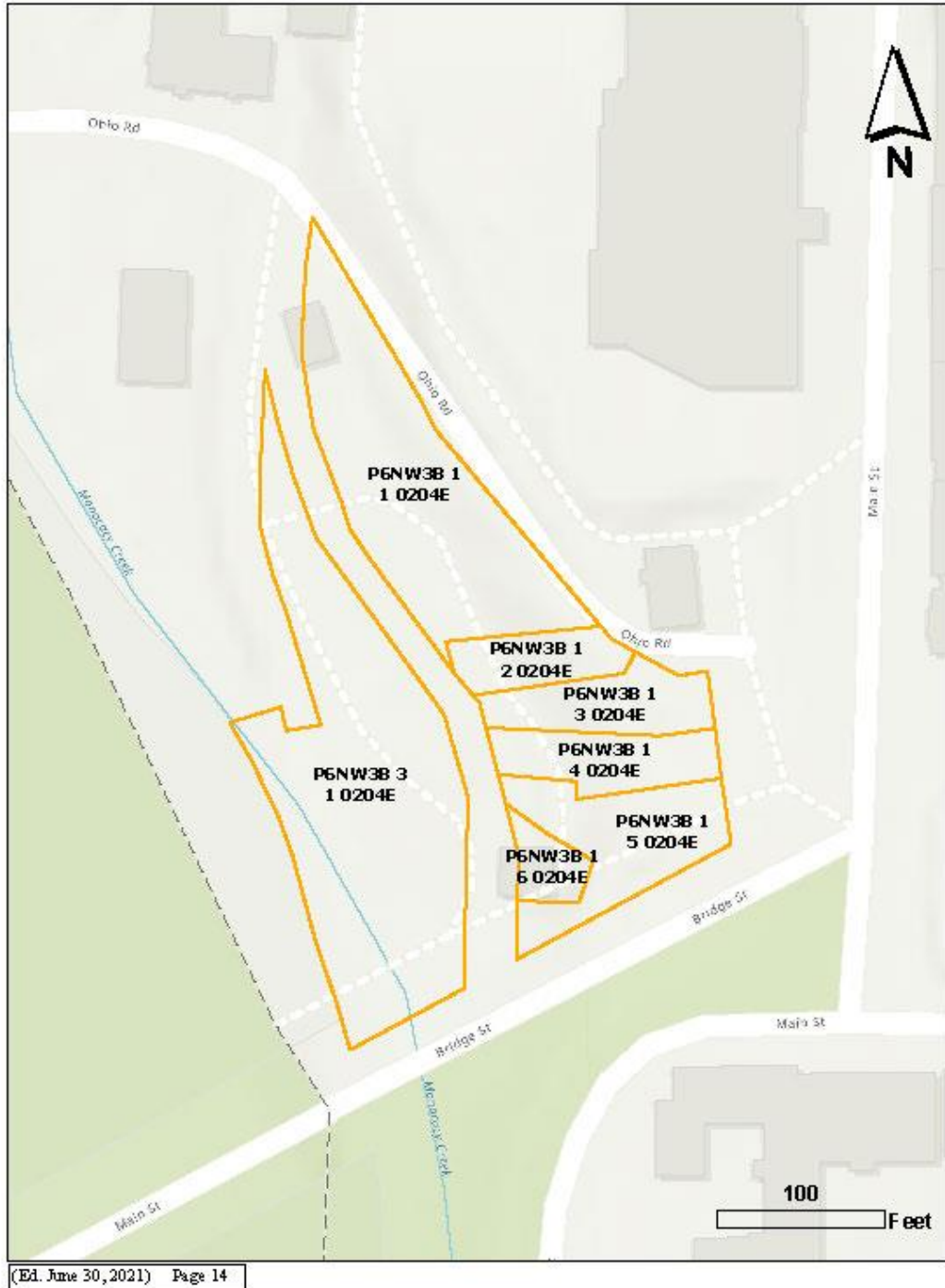


EXHIBIT A-3 (HANDWERKPLATZ AND LIEDERPLATZ)

Premises Map 1(b)

Tax Parcels: P6NW3B-1-3 0204E; P6NW3B-1-4 0204E; P6NW3B-1-5 0204E; P6NW3B-1-6 0204E;
P6NW3B-3-1 0204E; P6NW3B-1-1 0204E; and P6NW3B-1-2 0204E

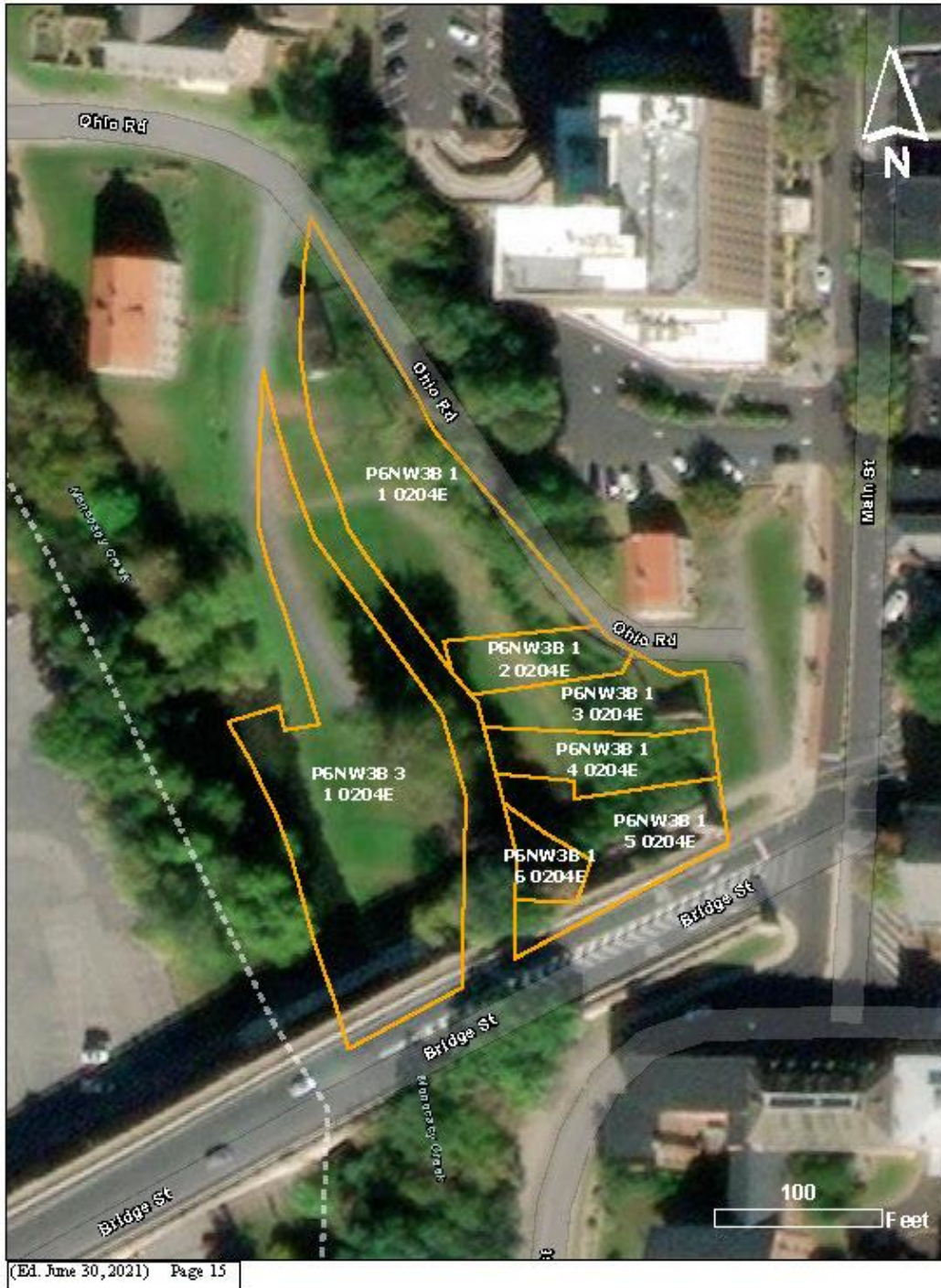


EXHIBIT A-3 (HANDWERKPLATZ AND LIEDERPLATZ)

Premises Map 2(a)

Tax Parcel: P6NE1D-10-4 0204E

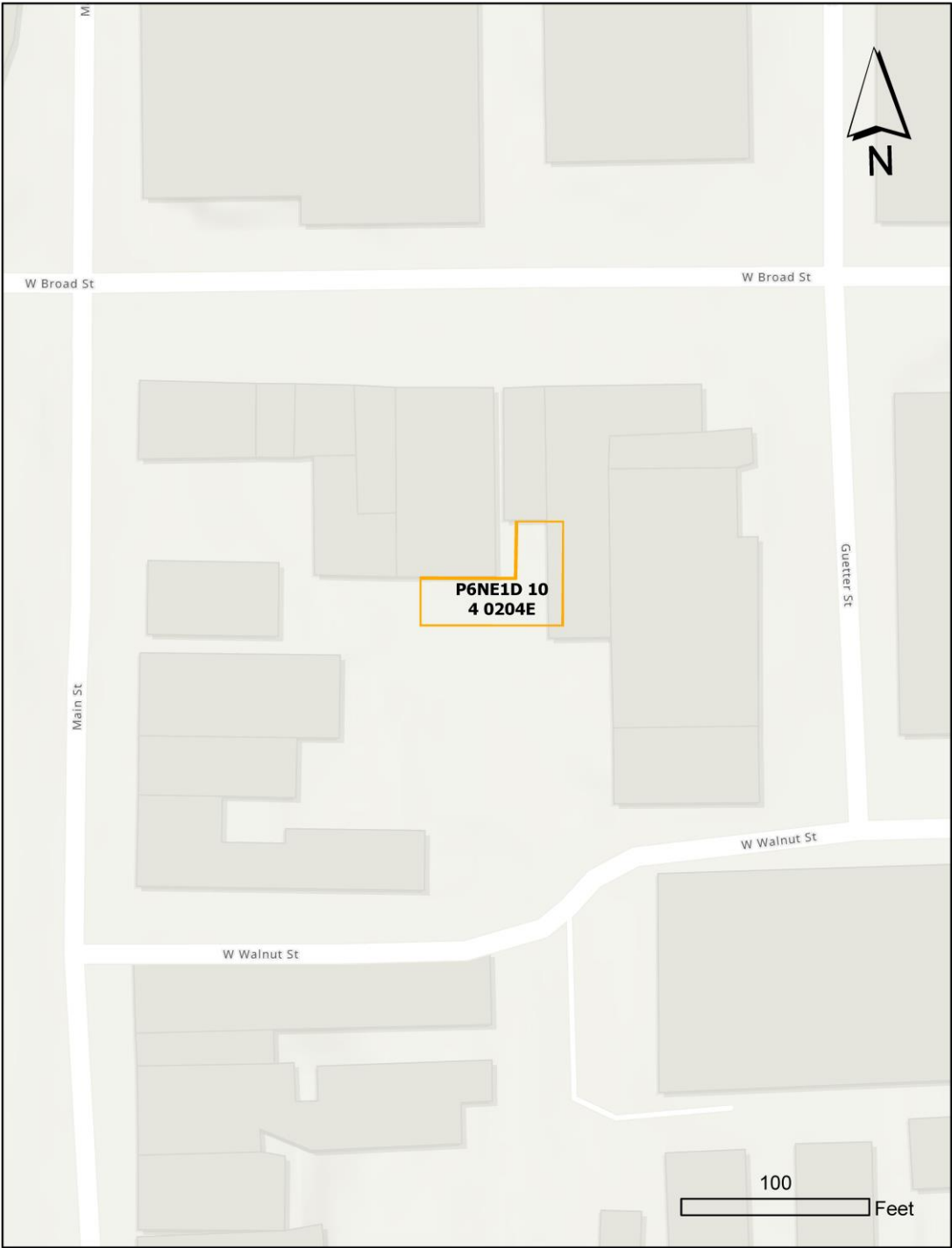


EXHIBIT A-3 (HANDWERKPLATZ AND LIEDERPLATZ)

Premises Map 2(b)

Tax Parcel: P6NE1D-10-4 0204E

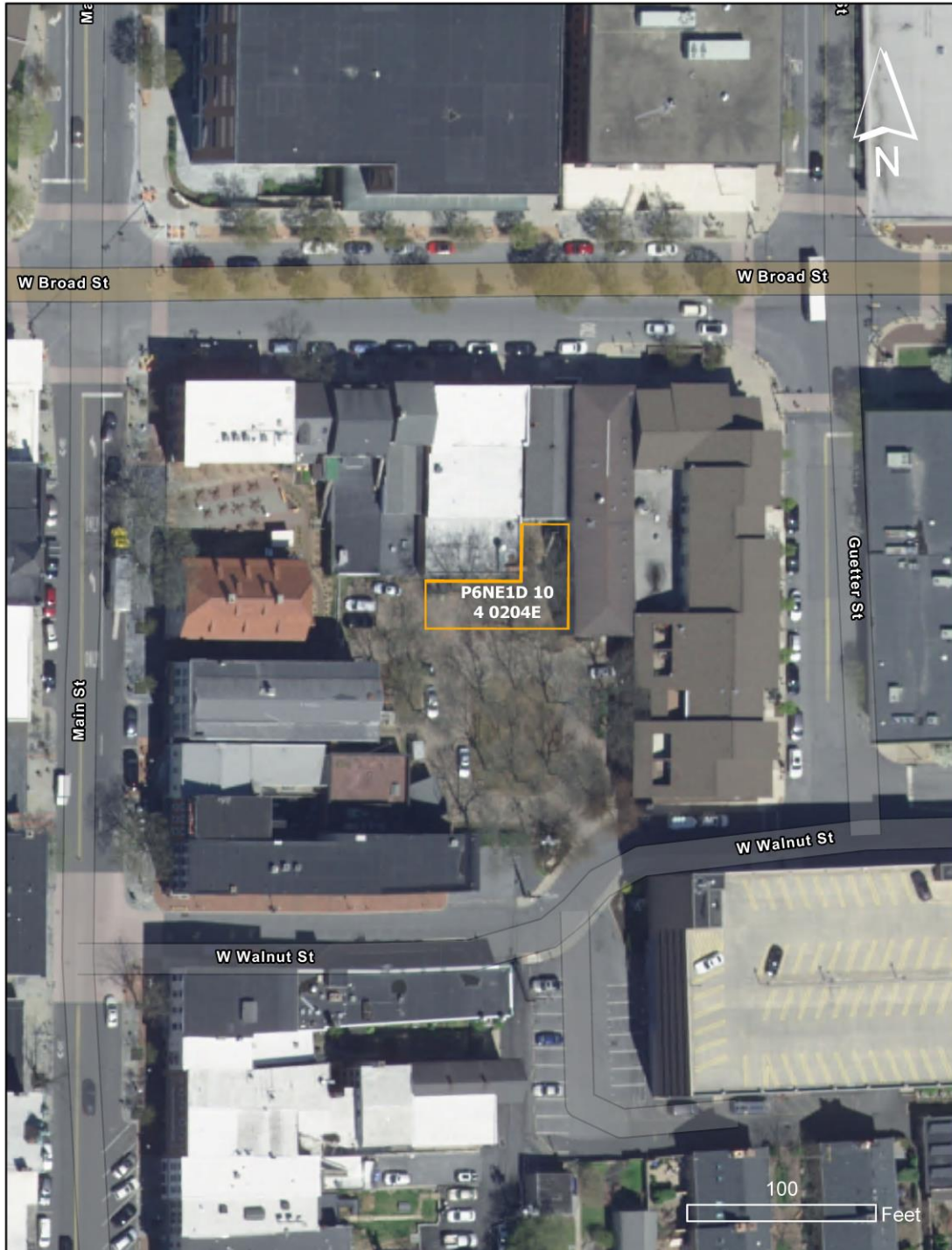


EXHIBIT B
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

REQUIREMENTS FOR A PUBLIC SAFETY PLAN.

If a Public Safety Plan is required to be submitted to the City of Bethlehem, it must include the following;

1. **EMS Criteria:**

- Education of event staff regarding how and when to contact 911 services.
- Signage/education of attendees regarding how to access 911 services.
- Evacuation plans, including the use of PSAs.
- Coordination of EMS needs with fire and police needs and requirements.
- Emergency contact information and means for contacting event administration staff.
- Notification method of anticipated surges in crowd size, unsafe conditions or events, on-site health facilities, if any.
- On-site communication system (event staff).
- Ability to monitor weather conditions.

2. **Fire and Police Criteria:**

- Administration, delegation, contacts and responsible parties.
- Staffing levels, organization and roles and training.
- Communications both internal and external, liaison contacts and procedures, emergency reporting and emergency announcements.
- Site security, staffing, site layout mapping, access points and evacuation points for both site areas and entire permitted area.
- Evacuation plans for each site area as well as the entire permitted area and coordination with local authorities.
- Traffic control both vehicular and pedestrian.
- Assembly and crowd control as it pertains to each specific site as well as to the entire permitted area (staffing, clearing aisles and spaces, lighting, ingress and egress, etc.)

3. **Event Public Safety Coordination:**

- Medical/First Aid, ambulance stand-by and first aid station(s).
- Police, staffing levels, traffic control, coordinate with event administration.
- Fire, emergency procedures and fire reporting, fire protection (portable extinguishers, etc.) fire department stand-by (if required), fireworks permit, tent permit(s), cooking site inspections, access to fire department apparatus and emergency lighting.
- Utilities, electric, water, gas/propane, contacts, responsible parties and suppliers.
- Health, site inspections, waste management, restroom facilities inspections and maintenance.

**JOINDER ADDENDUM TO
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

This Joinder Addendum dated as of _____, 2025, forms part of the Use Permit Agreement dated _____, 2025 (the "Agreement"), among CITY OF BETHLEHEM (the "City"), ARTSQUEST (the "Permittee"), and REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, 10 East Church Street, Bethlehem, Pennsylvania, 18018 (the "Joining Party"). Joining Party hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that all of the terms and conditions of the Agreement shall be binding upon Joining Party as a co-permittor with the City under the Agreement and such terms and conditions shall inure to the benefit of and be binding upon the Joining Party and its successors and permitted assigns.

City and Permittee shall attach this Joinder Addendum to the Agreement to reflect the acknowledgement and agreement of Joining Party and this Joinder Addendum shall be deemed a part of, and incorporated by reference in, the terms of the Agreement.

To the extent not covered in Exhibit A-3 of the Agreement, Paragraph H, the City and Permittee hereby further agree that all of the terms and conditions of the Agreement shall be binding upon them for the benefit of and enforceable by the Joining Party as a third-party beneficiary to the Agreement.

IN WITNESS WHEREOF, City, Permittee, and Joining Party have executed this Joinder Addendum dated as of _____, 2025.

ATTEST:

Secretary

PERMITTEE:
ARTSQUEST

By: _____
Title:

ATTEST:

City Controller

CITY:
CITY OF BETHLEHEM

By: _____
J. William Reynolds
Mayor

ATTEST:

Secretary

JOINING PARTY:
REDEVELOPMENT AUTHORITY OF THE
CITY OF BETHLEHEM

By: _____
Title:

**JOINDER ADDENDUM TO
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

This Joinder Addendum dated as of _____, 2025, forms part of the Use Permit Agreement dated _____, 2025 (the "Agreement"), among CITY OF BETHLEHEM (the "City"), ARTSQUEST (the "Permittee"), and AKM ENTERTAINMENT, LLC, 52 Londonderry Court, Cochranville, Pennsylvania, 19330 (the "Joining Party"). Joining Party hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that all of the terms and conditions of the Agreement shall be binding upon Joining Party as an additional Permittee under the Agreement and such terms and conditions shall inure to the benefit of and be binding upon the Joining Party and its successors and permitted assigns.

City and Permittee shall attach this Joinder Addendum to the Agreement to reflect the acknowledgement and agreement of Joining Party and this Joinder Addendum shall be deemed a part of, and incorporated by reference in, the terms of the Agreement.

IN WITNESS WHEREOF, City, Permittee, and Joining Party have executed this Joinder Addendum dated as of _____, 2025.

ATTEST:

PERMITTEE:
ARTSQUEST

Secretary

By: _____
Title:

ATTEST:

CITY:
CITY OF BETHLEHEM

City Controller

By: _____
J. William Reynolds
Mayor

ATTEST:

JOINING PARTY:
AKM ENTERTAINMENT, LLC

Secretary

By: _____
Title:

RESOLUTION NUMBER 1517

WHEREAS, Christmas City Hotel, LLC (“CCH”) is the owner of the Historic Hotel Bethlehem (the “Hotel”); and

WHEREAS, the City of Bethlehem (“City”) asserted being a record titleholder of that certain parcel of real property located in the City of Bethlehem, Northampton County, Pennsylvania, designated as Tax Parcel ID No. P6NW3B 2 1, a portion of which CCH and its predecessors in interest have historically used and maintained for Hotel Parking and an exist lane for Hotel customers; and

WHEREAS, the Redevelopment Authority of the City of Bethlehem (“RDA”) asserted being a record titleholder of that certain parcel of real property located in the City of Bethlehem, Northampton County, Pennsylvania, designated as Tax Parcel ID No. P6NE4A 1 1, a portion more of which CCH and its predecessors-in-interest have historically used and maintained for Hotel parking and an exit land for Hotel customers; and

WHEREAS, during its ownership and operation of the Hotel, CCH asserted having repaired, improved and maintained both areas while preventing public parking thereon since purchasing the Hotel on or about January 15, 1999; and

WHEREAS, the Parties entered into a certain Agreement dated August 4, 2023, whereby CCH paid the RDA a good faith payment, in the amount of \$4,250, as an acknowledgement that CCH would continue discussions with the City and RDA regarding title to the parking area; and

WHEREAS, the Parties entered into a Settlement Agreement on July 15, 2024, whereby CCH paid the RDA a sum of \$100,000, less the good faith payment, in exchange for an easement agreement covering the two parking areas; and

WHEREAS, said Easement Agreement was executed by the Parties on July 15, 2024; and

WHEREAS, the parcel of real property designated as Tax Parcel ID No. P6NW3B 2 1, previously asserted to have the City as record titleholder, consisted of 7.5 parking spaces for 4,219 square feet and represented 70% of the total parking area identified as part of the Settlement Agreement; and

WHEREAS, the parcel of real property designated as Tax Parcel ID No. P6NE4A 1 1, previously asserted to have the RDA as record titleholder, consisted of 3.5 parking spaces for 1,363 square feet and represented 30% of the total parking area identified as part of the Settlement Agreement; and

WHEREAS, pursuant to the Settlement Agreement, the payment of \$100,000 from CCH is to be distributed between the City and RDA, upon execution of the easement agreement, with distribution based upon the parking space and square footage allocation of the total parking area.

NOW, THEREFORE, BE IT RESOLVED, the Redevelopment Authority of the City of Bethlehem is hereby authorized to:

- 1) Distribute to the City of Bethlehem \$70,000, representing 70% of the total payment received from Christmas City Hotel, LLC as the City portion of proceeds received in accordance with the execution of the Settlement Agreement and Easement Agreement for the sale of the parking areas identified in the Settlement Agreement.
- 2) Retain \$30,000, representing 30% of the total payment received from Christmas City Hotel, LLC, as the RDA portion of proceeds received in accordance with the execution of the Settlement Agreement and Easement Agreement for the sale of the parking areas identified in the Settlement Agreement.