

CITY OF MYRTLE BEACH
COUNTY OF HORRY
STATE OF SOUTH CAROLINA

MOTION TO AUTHORIZE THE CITY MANAGER
TO ENTER INTO AN AGREEMENT BETWEEN
CCMF, LLC 6300 CARMEL ROAD, SUITE 110C
CHARLOTTE, NC 28226 AND THE CITY OF
MYRTLE BEACH.

WHEREAS, the entities above named deem it to be in the public interest and in furtherance of their stated goals and to their mutual benefit to reach an agreement; and,

WHEREAS, this Agreement constitutes the mutual promises and obligations of the Parties to accomplish this purpose.

THEREFORE, BE IT ORDAINED THAT the following agreement is approved by City Council, to be signed by the City Manager.

Brenda Bethune, Mayor

Attest: Joan Grove, City Clerk

First reading: _____

Second reading: _____

1
2 AGREEMENT BETWEEN

3 CCMF, LLC
4 And
5 CITY OF MYRTLE BEACH
6

7 THIS AGREEMENT ("Agreement"), is made and entered into this _____ day of _____,
8 2018, by and between the duly formed corporation of CCMF, LLC of 6300 Carmel Road, Suite
9 110C Charlotte, North Carolina hereinafter referred to as the "CCMF", and the City of Myrtle
10 Beach, of 937 Broadway St. Myrtle Beach located in Horry County, South Carolina, hereinafter
11 referred to as the "City", (collectively, the "Parties").

12 WITNESSETH:

13 WHEREAS, in the past the CCMR has requested the grant of Accommodations Tax from the City,
14 and has requested approval for a special event from the City, both of which lie within the
15 unfettered discretion of the legislative body, and both parties recognize and affirm that no
16 public or private agreement may restrict or remove that legislative discretion, should those
17 requests be made by CCMF in the future.

18 WHEREAS, CCMF is a duly formed corporation of the State of North Carolina, and registered to
19 do business in the State of South Carolina with the authority to enter into such agreements
20 and contracts as are necessary to carry out its goals, functions and duties as defined within
21 this Agreement; and

22 WHEREAS, CCMF is in business of providing musical entertainment; and

23 WHEREAS, the City is a body politic with all the rights and privileges of such, including the
24 power to contract as a necessary and incidental power to carry out its functions and duties as
25 defined within this Agreement; and

26 NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good
27 and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
28 the Parties agree as follows:

29 A. Beginning in 2018, CCMF will collect \$5.00 services charge per paid ticket for the
30 2018 Country Music Festival scheduled in June 7th -10th of 2018, so that moneys not
31 exceeding \$100,00,00 will be paid to the City by CCMF, in order to defray the City's
32 costs in hosting the event.

33 B. Thereafter, in the next four (4) years (2019, 2020, 2021 and 2022), if and when
34 CCMF sponsors a music festival within the City limits, CCMF will collect a \$5.00
35 services charge per paid ticket, so that the entire amount of the moneys collected
36 will be paid to the City by CCMF, in order to defray the City's costs in hosting the
37 event. There is no cap to the moneys collected or disbursed in years 2-5.

1 C. All notices, invoices and other correspondence will be officially delivered as
2 follows:

3 1. As to City:

4 City Manager
5 City of Myrtle Beach
6 937 Broadway St.
7 P.O. Box 2468
8 Myrtle Beach, S.C. 29577
9

10 2. As to Company:

11 CCMF, LLC
12 Attn. Robert "Bob" Durkin
13 6300 Carmel Road, Suite 110C
14 Charlotte, NC 28226
15

16 D. The Parties hereto agree to conform to any and all applicable State, and Federal
17 laws, rules, and regulations governing agreements or contracts relative to the
18 services covered under this Agreement.

19 E. The Parties hereto and their agents shall not discriminate on the basis of race,
20 color, national origin or sex in the performance of this Agreement or the work
21 provided for herein.

22 F. CCMF, or its authorized agent(s), shall agree to hold consultations with the
23 Department or the City as may be reasonably necessary with regard to the
24 execution of supplements to this Agreement during the term for the purpose of
25 resolving any issues or items of concern that may have been unintentionally omitted
26 from this Agreement or arise from unforeseen events or conditions. Such
27 supplemental agreements shall be subject to the approval and proper execution of
28 the Parties hereto. No modifications or amendments to this Agreement shall be
29 effective or binding upon either party unless both Parties agree in writing to any
30 such changes.

31 G. Any and all reviews, payments, and approvals required of the Parties herein shall
32 not be unreasonably denied, delayed, conditioned or withheld.

33 H. This Agreement shall be for a term of five (5) years from the date first noted above
34 unless terminated by one of the Parties as provided herein. In the event of a breach
35 of this Agreement's provisions, either Party may send written notice, return receipt
36 requested, to the other specifying the nature of the breach and the expected cure.
37 In the event of such notice, the breaching Party shall cure the breach within thirty
38 (30) days of receipt of the notice. If the breach is timely cured, the Agreement
39 shall continue. If this breach is not cured within thirty (30) days of receipt of the
40 notice, then this Agreement is deemed terminated, and either party may take such
41 action as deemed prudent in protection of its interest in the Circuit Court of Horry

1 County. This Agreement is to be interpreted under the laws of the State of South
2 Carolina.

3 I. This Agreement may be executed in one or more counterparts, each of which will
4 be deemed an original, but all of which together will constitute one in the same
5 instrument.

6 J. This Agreement constitutes the entire Agreement between the Parties.

7 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates
8 indicated. The signatures below affirm that the signatories have authority to bind their
9 corporations to fulfil the promises made herein.

10
11
12 Signed, sealed and executed for the Company:

13
14
15 CCMF LLC

16
17 Witness:

18
19 _____ By: _____

20
21 Title: _____
22
23
24
25

26 Signed, sealed and executed for the City:

27 CITY OF MYRTLE BEACH

28
29 Witness:

30
31 _____ By: _____

32
33 Title: _____
34
35
36