

Peter O. Knight Airport Plant City Airport Tampa Executive Airport

September 30, 2019

Hillsborough County Aviation Authority P.O. Box 22287 Tampa, Florida 33622 phone/ 813-870-8700 fax/ 813-875-6670 TampaAirport.com

Eric Hart, President/CEO Tampa Sports Authority 4201 North Dale Mabry Hwy Tampa, FL 33607

RE:

Letter of Agreement for Temporary Use of Land for Non-NFL Events at Raymond James Stadium Tampa Sports Authority Tampa International Airport ("Airport")

Dear Mr. Hart:

The following constitutes a Letter of Agreement ("LOA") between the Hillsborough County Aviation Authority ("Authority") and the Tampa Sports Authority ("TSA") whereby the Authority grants temporary use of approximately 40 acres of unimproved land also known as Lots 11, 12 and 13 ("Premises") as depicted on Exhibit A, entitled Premises for Non-NFL Events at Raymond James Stadium, attached hereto and incorporated herein, for parking during Non-NFL events held at Raymond James Stadium ("TSA Event"). Use of said Premises is granted in accordance with the following terms and conditions:

- 1. Term. The term ("Term") of this LOA will be for three years, commencing on November 7, 2019 ("Commencement Date") and ending on November 6, 2022. In addition, TSA will have two, one-year renewal options. TSA shall give notice of intent to exercise the renewal options at least 6 months prior to the end of the Term. Should the Authority at any time during the Term require the use of all of the Premises, the Authority will deliver to TSA written notice of its intent to terminate this LOA which termination shall take effect 60 days from the date of delivery of the written notice. Should the Authority at any time during the Term require the use of less than all of the Premises, this LOA will be amended by letter from the Authority's Chief Executive Officer to identify the remaining Premises that will be included in this LOA. If the Bucs, as defined in Section 18 below, terminate their Buccaneers Limited Partnership Parking License Agreement TSA may immediately terminate this LOA.
- 2. Termination. This LOA may be terminated by TSA, with or without cause, if TSA is not in default of any of the terms and conditions of this LOA or in the payment of any fees or other charges to the Authority, upon 30 days' written notice to the Authority.
- 3. Premises. Authority and TSA hereby agree to TSA's use of the Premises, the general location and depiction of which are shown on the attached Exhibit A. TSA accepts the Premises in "as is" condition.

- 4. Permitted Uses. TSA may utilize the Premises for those TSA Events listed on Exhibit B, entitled Non-NFL Schedule of Events at Raymond James Stadium, attached hereto and incorporated herein. Should additional events be scheduled for which the Premises are required, Exhibit B will be revised by letter from TSA and without formal amendment to this LOA. TSA will provide Authority's Finance and Real Estate Departments a copy of each revision of Exhibit B during the Term of this LOA.
- 5. Rent. As consideration for the use of the Premises, TSA agrees to pay to the Authority 40% of the rate charged to the customer and \$2.00 for each space used by its employees during the Term of this LOA.
- 6. Payments. TSA will submit all payments required by this LOA by the 10th of the month following the end of the preceding quarter. In the event TSA is delinquent after the 10th of the month, Authority reserves the right to charge TSA interest thereon from the date the payments became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the payments became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law.
- 7. Place of Payments. TSA will submit all payments as follows:

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to Receivables@TampaAirport.com

OR

(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
ATTN: FINANCE DEPARTMENT

CC: REAL ESTATE DEPARTMENT
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287

TAMPA, FLORIDA 33622-2287

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTN: FINANCE DEPARTMENT
CC: REAL ESTATE DEPARTMENT
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATIVE BUILDING
2ND LEVEL, RED SIDE
TAMPA, FL 33607

- 8. Quarterly Reports. TSA will submit to the Authority's Real Estate Department on a quarterly basis, without demand, a cumulative report acceptable to the Authority (specifically referencing this LOA) of its usage of the Premises for each scheduled TSA Event specifying revenues received by TSA and amount due to Authority included with its payment and report to the Authority's Finance Department. The quarterly reports will cumulatively itemize each event listed on Exhibit B even if the Premises are not utilized by TSA during those events.
- 9. Access. TSA will have access to the Premises forty-eight hours prior to the start of each TSA Event listed on Exhibit B and will vacate the premises no later than forty-eight hours after the completion of each TSA Event listed on Exhibit B.
- 10. Improvements and Alterations. TSA will perform all Permitted Uses so as not to interfere with the primary functions of the Airport. The rights granted herein by Authority are limited to the Permitted Uses. TSA will make no improvements, installations, repairs, or alterations whatsoever upon the Premises.
- 11. Costs. TSA agrees to be solely responsible for any and all costs associated with the Permitted Uses upon the Premises.
- 12. Authority's Right to Suspend Permitted Uses. Authority retains the right to direct a temporary suspension of Permitted Uses, and TSA will immediately suspend Permitted Uses upon verbal direction by Authority under the following circumstances until the cause of such suspension has been eliminated:
 - 12.1 The Authority determines in its sole discretion that Permitted Uses interfere with the primary use of the Airport including, but not limited to, an Airport emergency or other unforeseen situation.
 - 12.2 TSA fails to perform Permitted Uses in accordance with this LOA.
- 13. Audits and Inspections. The Authority or its representative may at any time perform audits, inspections, or attestation engagements of all or selected operations performed by TSA under this LOA, upon prior written notice to TSA and within three years after the expiration of this LOA. Within 14 calendar days of Authority's written notice to TSA, TSA books and records, including the State of Florida sales tax return records, will be made available to the Authority's auditors. Other records requested subsequent to original written notice will be provided within 7 calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that TSA may be charged liquidated damages of \$100.00, in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time TSA is late in submitting requested records to perform the engagement. Accrual of the fee will continue until specific performance is accomplished.

- If, as a result of any engagement, it is determined that TSA owes additional rent, fees, or other charges to Authority, TSA will pay such amounts, and Authority may assess interest up to 12% on the amount due from the date the amount was initially due.
- 14. Restoration of Premises. Unless otherwise mutually agreed by the Parties, at the end of each TSA Event, TSA agrees that it will repair any such damages to the Premises that may have occurred in connection with such TSA Event and will surrender up and deliver the Premises to Authority in the condition that they existed prior to the Commencement Date. If TSA fails to repair any damages related to a TSA Event, Authority will have the right, but not the obligation, to repair any such damages. Should Authority elect to do so, TSA will pay all such costs and expenses incurred by Authority for such repair, plus a 15% administrative charge, within 15 days from the date of the invoice for such. TSA shall have no responsibility to repair or restore the Premises for any damage not directly related to a TSA Event.
- 15. General Security. TSA will be responsible for the provision of security of the Premises, personal property, and all belongings of TSA and the authorized parties during each TSA Event during the Term of this LOA. Authority assumes no responsibility for the protection or security of TSA, the authorized parties, or their property of any kind or description whatsoever at any time during each TSA Event.
- 16. Trash and Debris. TSA will be responsible for the collection and disposal of all trash and debris left upon the Premises related to a TSA Event Authority assumes no responsibility for the collection and disposal of trash or debris left on the Premises related to a TSA Event.
- 17. TSA's Compliance. The rights and privileges granted TSA and its authorized parties will be subject to TSA's compliance with any federal, state, and local laws, regulations, ordinances, and statutes, and Authority Rules and Regulations.
- 18. Taxes. TSA shall pay all applicable taxes, including sales, use, intangible and ad valorem taxes, if any, against the Premises, improvements, estate or sales created herein whether levied against TSA, the Authority, or both. TSA may contest such taxes, including withholding payment thereof, upon giving written notice to Authority of its intent to do so; provided, however, that such non-payment does not result in an unbonded lien against the Premises or incur any liability on the part of Authority. Authority will forward to TSA any notice of taxes or assessments upon receipt of same by the Authority. Currently, Buccaneers Team LLC ("Bucs") pays real estate taxes on the Premises. If the Bucs cease to lease the Premises and the Premises are taxable due to TSA's use of the Premises, then TSA will be fully responsible for any applicable real estate taxes.
- 19. Insurance. The following minimum insurance limits and coverage will be maintained by TSA throughout the Term of this LOA. In the event of default on the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability policies other than Workers' Compensation/Employer's Liability will provide that the Authority, members of the Authority's governing body,

and the Authority's officers, volunteers and employees are included as additional insured.

19.1 Required Coverages – Minimum Limits

A. Workers' Compensation (Part One) and Employer's Liability (Part Two) Insurance. The limits of Workers' Compensation/Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

B. Business Auto Liability. Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be no more restrictive than form CA 00 01. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this LOA will be:

Each Occurrence – Bodily Injury and Property Damage Combined

\$1,000,000

C. Commercial General Liability. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this LOA will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, TSA under this LOA or the use or occupancy of Authority premises by, or on behalf of, TSA in connection with this LOA. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 2011 (01/96).

Each Occurrence \$5,000,000
Personal and Advertising Injury Each Occurrence \$2,000,000

- 19.2 Waiver of Subrogation. TSA, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waives all rights against Authority and members of Authority's governing body, Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the TSA.
- 19.3 Conditions of Acceptance. The insurance maintained by TSA through the Term must conform at all times with Authority Standard Procedure \$250.06,

Contractual Insurance Terms and Conditions, in effect as of the date of this LOA and which may be amended from time to time.

- 20. TSA agrees that it will indemnify and hold harmless the Authority, members of its Board, its officers, agents, and employees from any claims, actions, causes of action, suits in equity, demands, judgments, liabilities, losses, suits, interest, fines, penalties, damages, losses of use, costs, or expenses, including reasonable attorneys' fees, brought or made for or on account of any injuries or damages received or sustained by any person or property, including the environment (including but not limited to contamination of soil, groundwater, or storm water by fuel, gas, chemicals, or any other substance deemed by the Environmental Protection Agency or the appropriate regulatory agency to be an environmental contaminant at the time this LOA is executed or as may be redefined in the future, arising out of, occasioned by, or in connection with use of the Premises. This indemnity shall not extend to any claim arising out of the negligence of the Authority, its employees or agents.
- 21. Default. In the event of TSA's default of the terms and conditions of this LOA, and following written notice by Authority to TSA and TSA's failure to cure within thirty (30) business days of such notice, Authority may declare this LOA to be terminated by written notice to TSA, whereupon all rights of TSA pursuant to this LOA will end.
- 22. Signatory Authority. The Parties hereto expressly warrant that each signatory is vested with the necessary authority to sign this document and each is a bona fide representative of the named party.
- 23. No Liens. TSA will not allow any lien to be filed against the Premises or Authority's interest therein for any work provided for or on behalf of TSA in connection with the Permitted Uses described herein or otherwise conducted by or on behalf of TSA.
- 24. No Agent/Employee Relationship. Nothing herein will be deemed as creating a principal/agency or employment relationship between TSA and Authority.
- 25. Applicable Law and Venue. This LOA will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this LOA will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida. The Parties waive any claim that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
- 26. TSA will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes.
- 27. Non-Discrimination. These provisions apply to all work performed under this LOA. Failure to comply with the terms of these provisions may be sufficient grounds to:
 - A. Terminate this LOA,
 - 3. Seek suspension/debarment of TSA, or

C. Any other action determined to be appropriate by Authority or the FAA.

27.1 Civil Rights – General – 49 USC § 47123

A. Compliance: TSA agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefitting from Federal assistance.

B. Duration:

- (1) This provision binds TSA from the effective date through the completion of this LOA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- (2) This provision also obligates TSA or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of, personal property, real property or interest therein, structures or improvements thereon. In these cases, the provision obligates TSA or any transferee for the longer of the following periods:
 - (a) The period during which the property is used by Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) The period during which Authority or any transferee retains ownership or possession of the property.

27.2 Civil Rights - Title VI Assurances

- A. Compliance with Non-Discrimination Requirements: During the performance of this LOA, TSA, for itself, its assignees, and successors in interest, subcontractors and consultants agrees as follows:
 - (1) Compliance with Regulations: TSA will comply with the Title VI List of Pertinent Non-discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this LOA.
 - (2) Non-Discrimination: TSA, with regard to the work performed by it during this LOA, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. TSA will not participate directly or indirectly in the discrimination

- prohibited by the Acts and the Regulations, including but not limited to those listed at Section 27.2(B) below, including employment practices when this LOA covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by TSA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by TSA of TSA's obligations under this LOA and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: TSA will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto relating directly to this LOA and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, TSA will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Non-compliance: In the event of TSA's non-compliance with the Non-discrimination provisions of this LOA, Authority will impose such LOA sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this LOA, in whole or in part.
- (6) Incorporation of Provisions: TSA will include the provisions of paragraphs one through six of this Paragraph in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. TSA will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if TSA becomes involved in, or is threatened with, litigation by a subcontractor or supplier because

of such direction, TSA may request Authority to enter into any litigation to protect the interests of Authority. In addition, TSA may request the United States to enter into the litigation to protect the interests of the United States.

- B. Title VI List of Pertinent Non-Discrimination Authorities. During the performance of this LOA, TSA, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:
 - (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - (2) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
 - (6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - (7) The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42)

- U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- (9) The FAA's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, TSA must take reasonable steps to ensure that LEP persons have meaningful access to TSA's programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits TSA from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. Duration: TSA must comply with this Section during the period during which Federal financial assistance is extended to Authority, except where the Federal financial assistance is to provide, or is in the form of, personal property or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates TSA for the longer of the following periods:
 - (1) So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - (2) So long as Authority retains ownership or possession of the property.
- 28. Amendment. No change to this LOA will be effective and enforceable except as set forth herein until and unless a written amendment to this LOA has been duly authorized and executed by the Parties to this LOA.
- 29. Assignment. TSA will not assign its rights, duties, or obligations, in whole or in part, except with the prior written consent of Authority.
- 30. Notices. All notices or communications whether to Authority or to TSA pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand

delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO Authority:

TO TSA:

(MAIL DELIVERY)

Hillsborough County Aviation Authority

Tampa International Airport

P. O. Box 22287

Tampa, Florida 33622-2287

Attn: Chief Executive Officer

Eric Hart, President/CEO Tampa Sports Authority

4201 North Dale Mabry Highway

Tampa, FL 33607

Or

Or

(HAND DELIVERY)
Hillsborough County Aviation Authority
Tampa International Airport
4160 George J. Bean Parkway
Suite 2400, Administrative Building

2nd Level, Red Side

Attn: Chief Executive Officer

Same as above.

or to such other address as either party may designate in writing by notice to the other party delivered in accordance with the provisions of this paragraph. If the notice is sent through a mail system, a verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is encouraged.

- 31. TSA agrees that its planned use of the Premises will not create a public nuisance and such use will be in accordance with all federal, state and local laws, regulations, statutes and ordinances and with applicable Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives. TSA also agrees that no activity will be allowed that, in the sole discretion of Authority, interferes with the safe operation of Airport or that constitutes a hazard under the provisions of the Authority's Height Zoning Regulations.
- 32. Except as otherwise indicated elsewhere in this LOA, wherever in the LOA approvals are required to be given or received by Authority, it is understood that the Chief Executive Officer, or a designee of the Chief Executive Officer, is hereby empowered to act on behalf of Authority.
- 33. Entire Agreement. This LOA embodies the whole agreement of the Parties, and there are no promises, terms, conditions or other obligations other than those contained herein. This LOA will supersede all previous communications, discussions, representations, proposals or agreements, either verbal or written, not contained herein.

(Remainder of Page Intentionally Left Blank)

IN V	NITNESS WHEREOF, the Parties he	ereto have set their	hands and corporate seals on this
day of	, 2019.		
ATTEST:		HILLSBOROUG	GH COUNTY AVIATION AUTHORITY
		Ву:	
	, Secretary		, Chairman
Address:	P.O. Box 22287 Tampa, FL 33622	Address:	P. O. Box 22287 Tampa, FL 33622
Signed, seale in the preser	ed, and delivered nce of:		
		LEGA	L FORM APPROVED:
Witness Sign	ature		
Print Name			avid Scott Knight Sustant General Counsel
Witness Sign	ature		
Print Name			
STATE OF FLO	IGH COUNTY AVIATION AUTHORIT ORIDA HILLSBOROUGH	Y	
The foregoi			day of, 2019, by
		of Chairman, and	
body corpo			n County Aviation Authority, a public pehalf. They are personally known to
(Stamp or se	al of Notary)		
•	••	Signature of N	lotary
		Type or print	name of Notary
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ACKNOWLEDGED AND AGREED:

WITNESSES: Sukey Smell

Signature V.P. Stadium Operations

Print Name

TAMPA SPORTS AUTHORITY

Eric Hart, President/CEO

DATED:

Signature

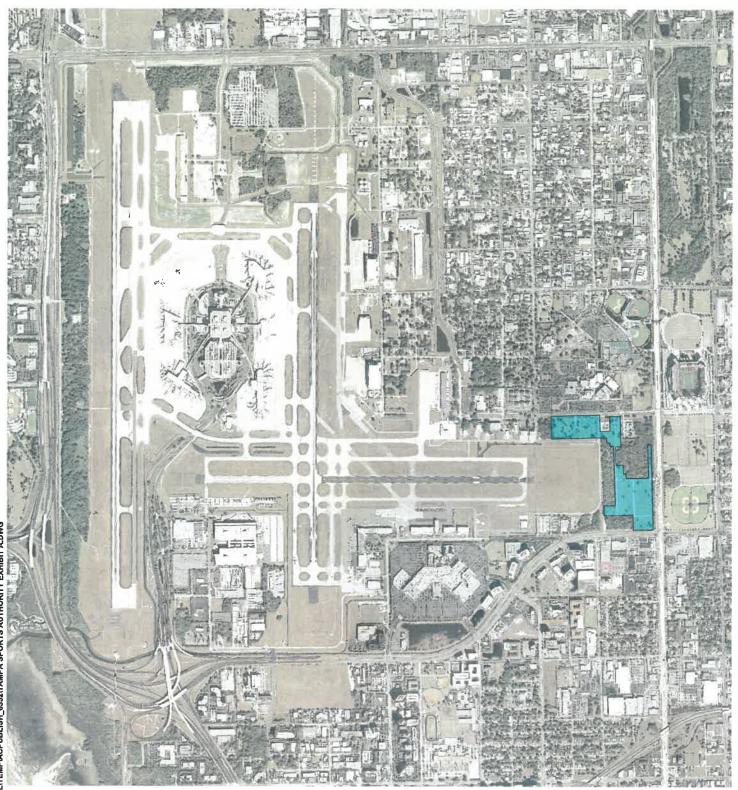
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Print Name

ATTACHMENTS:

Exhibit A

Exhibit B



LEGEND



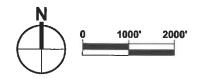


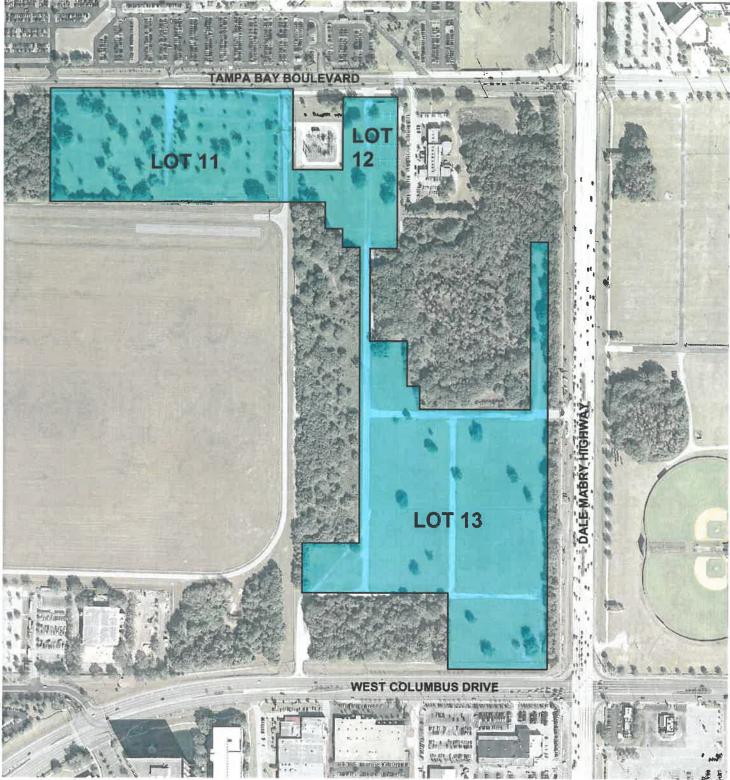
EXHIBIT A

Premises for Non-NFL Events at Raymond James Stadium



SHEET 1 OF 2

September 2019



LEGEND



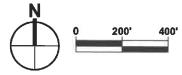


EXHIBIT A

Premises for Non-NFL Events at Raymond James Stadium



SHEET 2 OF 2 September 2019



Raymond James Stadium

Schedule of Events

April

5

TBD - WrestleMania 36

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May 9 TBD · Kenny Chesney Chillaxification 2020 Tour with Florida Georgia Line, Old Dominion and Michael Franti and Spearhead

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23	24	25	26	27	28	29					
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