

LICENSE AND CONCESSION AGREEMENT

Between

BROWARD COUNTY

and

FLORIDA RENAISSANCE FESTIVAL, INC.

for

FLORIDA RENAISSANCE FESTIVAL

at

QUIET WATERS PARK

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This is a License and Concession Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

FLORIDA RENAISSANCE FESTIVAL, INC., a Florida corporation, hereinafter referred to as "RENFEST," collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties desire to enter into this Agreement providing for COUNTY to grant RENFEST a revocable license to utilize portions of Quiet Waters Park to hold an annual Renaissance event for the public, under the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 21.34 of the Procurement Code, the Purchasing Director determined that RENFEST is the one reasonable source for the procurement of services under this Agreement; and

WHEREAS, negotiations pertaining to the subject matter of this Agreement were undertaken between the Parties, and this Agreement incorporates the results of such negotiations; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 **Agreement** - This Agreement includes Articles 1 through 28, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Contract Administrator** - The Director of the Broward County Parks and Recreation Division, or the Senior Park Manager for the Park. The primary responsibilities of the Contract Administrator are to coordinate and communicate with RENFEST and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.6 **Designated Representative** - The individual designated in writing by RENFEST to represent RENFEST in administrative interaction with COUNTY and the Contract Administrator under this Agreement. The primary responsibilities of the Designated Representative are to coordinate and communicate with the Contract Administrator and COUNTY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions under this Agreement. In the administration of this Agreement, as contrasted with matters of policy, COUNTY and the Contract Administrator may rely on the instructions or determinations made by the Designated Representative; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.7 **Division** - The Broward County Parks and Recreation Division.
- 1.8 **Licensed Premises** - The area(s) in Quiet Water Park designated by COUNTY for RENFEST to hold the annual Renaissance Event described herein, and to collect the Annual Event fee and Park admission fee, as described herein and as depicted on Exhibit "B," Locator Map, attached hereto.
- 1.9 **Park** - Quiet Waters Park, located at 401 S. Powerline Road, Deerfield Beach, Florida 33442.

- 1.10 **Renaissance Event or Event** - A multi-weekend festival held within Quiet Waters Park, including the necessary set-up and take-down periods for each Event, which consists of cultural, educational, and entertainment activities and events depicting the Renaissance period (16th century) lifestyle and history as described in Article 2.
- 1.11 **Services** - The services and activities for any Event under this Agreement as described in Article 2.
- 1.12 **Subconsultant or Subcontractor** - A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to COUNTY through RENFEST for all or any portion of RENFEST's activities or responsibilities under or related to this Agreement. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subconsultants."

ARTICLE 2 - USE OF THE LICENSED PREMISES AND SCOPE OF SERVICES

- 2.1 COUNTY hereby grants to RENFEST the right, license, and privilege to utilize the Licensed Premises to provide the Services for each annual Event in accordance with the terms of this Agreement and as outlined in Exhibit "A."
- 2.2 RENFEST shall not utilize any other portion of the Park not included in the Licensed Premises without the prior written consent of COUNTY.
- 2.3 The Scope of Services is a description of RENFEST's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by RENFEST impractical, illogical, or unconscionable.
- 2.4 The Contract Administrator and the Designated Representative shall jointly prepare and execute, at least on an annual basis, a Memorandum of Understanding ("MOU"), which shall detail the respective obligations of each party for the daily, routine, and standard operational and maintenance procedures at or relating to the Event.
- 2.5 The Licensed Premises are being made available to RENFEST in an "as is" condition. COUNTY makes no representations or warranties as to the safety or suitability of the Licensed Premises for the purposes set forth herein. COUNTY shall not be responsible for any costs or obligations to RENFEST relating to this Agreement. RENFEST acknowledges it has or will inspect the Licensed Premises to determine if the location is safe and suitable for RENFEST's intended use of same. RENFEST agrees to notify the Contract Administrator of any issues or safety concerns that it observes on the Licensed Premises during the term of this Agreement.

- 2.6 In the event that COUNTY determines it is necessary, in its sole discretion, or COUNTY is required by any governmental authority with jurisdiction to undertake a mandatory closure of the Park or any portion thereof, or to cancel any activities within the Park, COUNTY may change the Park's hours of operation and activities accordingly. COUNTY shall not be held responsible for any lost revenue or loss of use of any portion of the Licensed Premises resulting from any mandatory closure or a change in hours of operations at the Park pursuant to this Section.
- 2.7 RENFEST shall be responsible for informing the Contract Administrator of any and all injuries or damage to any real or personal property during any Event.
- 2.8 COUNTY and its authorized agents shall have the right to enter upon the Licensed Premises at all times to inspect such premises to determine if RENFEST is in compliance with this Agreement, and as further described in Article 21.
- 2.9 RENFEST is permitted to sell and serve alcoholic beverages (excluding liquor) during any Event subject to compliance with the requirements under this Agreement, and Section 25½-12, Broward County Code of Ordinances, relating to the sale and service of alcoholic beverages in COUNTY parks.
- 2.10 RENFEST agrees to remedy any default of RENFEST under the terms of this Agreement within the period of time required by COUNTY following receipt of written notice from COUNTY identifying the breach.
- 2.11 RENFEST acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code).

ARTICLE 3 - TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties, and shall end at the conclusion of the Year 2022 Event, as further described in Exhibit A, ("Initial Term"), unless terminated earlier or extended as provided for herein. This Agreement may be renewed by RENFEST and the Board for a term of up to five (5) years, in order for RENFEST to hold any subsequent annual Events, upon terms and conditions mutually agreed upon by the Parties. Any renewal of this Agreement is subject to COUNTY determining that RENFEST has satisfactorily performed its obligations under this Agreement, and shall be in the form of an amendment in accordance with Section 28.17, Amendments, prior to the expiration of the Initial Term. The Initial Term and the Renewal Term, if exercised under this Agreement, shall be collectively referred to as the "Agreement Term."

- 3.2 All duties, obligations, and responsibilities of RENFEST required by this Agreement shall be completed by RENFEST in a reasonable and timely manner. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4 - COMPENSATION

- 4.1 RENFEST shall pay to COUNTY for each annual Event under this Agreement the fees described in this Article and Exhibit "A." RENFEST shall make all payments due to COUNTY under this Agreement in the form of a check made payable to the "Broward County Board of County Commissioners" and furnished to the address listed below:

Broward County Parks and Recreation Division
950 NW 38th Street
Oakland Park, Florida 33309
Attn: Accounting Section

- 4.2 Annual Event fee. RENFEST shall pay to COUNTY for each annual Event a fee of One Dollar and 10/100 (\$1.10) for each admission ticket to the Event collected by RENFEST under this Agreement and for each complimentary ticket redeemed by RENFEST. Payment due dates to COUNTY shall be in accordance with Section 4.4.
- 4.3 Park admission fee. RENFEST shall pay to COUNTY for each Park Admission fee of One Dollar and 50/100 (\$1.50) for each admission ticket to the Event collected by RENFEST under this Agreement and for each complimentary ticket distributed by RENFEST. In the event COUNTY's Park admission fee includes sales tax, RENFEST will not be required to pay any additional sales tax on such admission fees collected by RENFEST in accordance with this Section. Payment due dates to COUNTY shall be in accordance with Section 4.4.
- 4.4 The fees referenced in Sections 4.2 and 4.3, in addition to any applicable sales and use tax due under Section 5.2, shall be due and payable to COUNTY for each Event weekend on the following Friday after the applicable Event weekend, along with the supporting documentation for the weekly admission count described in Section 4.3, at the address listed in Section 4.1.
- 4.5 Utilities usage. During each annual Event under this Agreement, COUNTY will be responsible for payment of the utilities usage costs for such annual Event, which are either separately metered or provided by COUNTY, including, but not limited to, electric, sewer, water, trash removal, and recycling (collectively "Utilities"), up to a combined total amount not to exceed Twenty-eight Thousand Dollars (\$28,000). COUNTY will invoice RENFEST for any Utilities usage costs which exceed the amount to be paid by COUNTY under this Section, and RENFEST shall be required to reimburse COUNTY for such amount invoiced within seven

(7) calendar days of receipt of such invoice to the address provided in Section 4.1, and shall make payment to COUNTY for the applicable sales and use tax on such amount, as provided in Article 5.

- 4.6 If any fees due from RENFEST under this Agreement have not been timely received by COUNTY, interest at the rate provided in Section 55.03, Florida Statutes, in effect at such time, shall begin to accrue on the day after the due date.

ARTICLE 5 - PAYMENT OF OBLIGATIONS AND TAXES

- 5.1 RENFEST shall pay all taxes and other costs lawfully assessed against its business and legal interest in the operation of the Services under this Agreement; however, RENFEST shall not be deemed in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity or amount of such taxes or other costs.
- 5.2 SALES AND USE TAX. RENFEST shall be solely liable for the State of Florida sales and use tax imposed by Section 212.031, Florida Statutes, on amounts payable to COUNTY under this Agreement for the use, occupancy, right to use, and right to do business on the Licensed Premises including, but not limited to, payments for any utilities usage costs above the amount set forth in Section 4.6, tram rental, bleacher use, and equipment rentals (collectively referred to as "equipment use and rentals"), subject to any exemptions from payment of sales and use tax provided by law. The sales and use tax payments shall be in addition to, and not incorporated into, the fee payments referenced in Article 4. Sales and use tax shall be payable to COUNTY which in turn will be remitted to the State of Florida, Department of Revenue ("DOR"). In the event DOR determines and assesses the amount of any additional sales and use tax, penalty, or interest due for any sales and use tax payments during the term this Agreement, RENFEST shall be required to make such payment to COUNTY, and COUNTY will remit same to DOR. RENFEST shall be liable for all other taxes due taxing authorities arising out of its annual Event under this Agreement.
- 5.3 RENFEST shall procure and obtain, at its sole cost, all permits, licenses, and approvals required of RENFEST for its operations and performance under this Agreement.
- 5.4 RENFEST shall be responsible for paying any undisputed amount to its Subcontractors and suppliers hired to perform any of the Services or for supplies, equipment, or materials transacted, within thirty (30) calendar days following receipt of complete invoices for such work or supplies, upon completion of same. RENFEST shall take such action necessary to resolve any amounts in dispute.

ARTICLE 6 - REVENUE HANDLING AND REPORTING

RENFEST shall be responsible for handling the revenue received under Article 4 of this Agreement and accounting for such revenue in accordance with procedures prescribed by the Contract Administrator. The Contract Administrator shall provide RENFEST with a revenue reporting form, format, or program to utilize to ensure accountability of the funds, and shall provide policies and procedures including, but not limited to, forms or instructions relating to accounting, recordation, and receipts. The requirements of this Article are in addition to the records retention requirements set forth in Section 28.2.

ARTICLE 7 - INDEMNIFICATION AND GOVERNMENTAL IMMUNITY

- 7.1 RENFEST shall at all times hereafter indemnify, hold harmless and defend COUNTY and all of COUNTY's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of RENFEST, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, RENFEST shall, upon written notice from COUNTY, defend each Indemnified Party against each such Claim by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due RENFEST under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.
- 7.2 COUNTY is a political subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by COUNTY. Nothing herein shall be construed as consent by a political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

ARTICLE 8 - INSURANCE

- 8.1 For purposes of this Article, the term "COUNTY" shall include Broward County and its members, officials, officers, and employees.

- 8.2 RENFEST shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit "D" (inclusive of any amount provided by an umbrella or excess policy), in accordance with the terms and conditions stated in this Article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by COUNTY. Any insurance, or self-insurance, maintained by COUNTY shall be in excess of, and shall not contribute with, the insurance provided by RENFEST.
- 8.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit "D," the applicable policies shall comply with the following:

8.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation
Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

COUNTY shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against COUNTY.

8.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. COUNTY shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The

policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against COUNTY.

8.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against COUNTY in the manner which would result from the attachment of the NCCI form "Waiver of Our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with COUNTY scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

8.3.4 Professional Liability Insurance. Such insurance shall cover RENFEST for those sources of liability arising out of the rendering or failure to render professional services as required under this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit "D."

8.3.5 Liquor Liability Insurance. A Liquor Liability Insurance Policy shall be provided which shall contain minimum limits of One Million and 00/100 Dollars (\$1,000,000) for each claim.

- 8.4** Within fifteen (15) days after the full execution of this Agreement or notification of award, whichever is earlier, RENFEST shall provide to COUNTY satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.
- 8.5** Coverage is not to cease and is to remain in force until COUNTY determines all performance required of RENFEST is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to COUNTY prior to the policy's expiration.

- 8.6 RENFEST shall provide COUNTY thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which COUNTY shall be given ten (10) days' advance notice.
- 8.7 RENFEST shall provide, within thirty (30) days after receipt of a written request from COUNTY, a copy of the policies providing the coverage required by this Agreement. RENFEST may redact portions of the policies that are not relevant to the insurance required by this Agreement.
- 8.8 COUNTY and RENFEST, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.
- 8.9 If RENFEST uses a Subcontractor, RENFEST shall require each Subcontractor to endorse COUNTY as an "Additional Insured" on the Subcontractor's Commercial General Liability policy.

ARTICLE 9 - TERMINATION

- 9.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach ("Cure Period"). The party in breach may, within the Cure Period, make a request to the Contract Administrator or the Designated Representative, as applicable, for a reasonable extension to the Cure Period, if such party is demonstrating best efforts to cure such breach; however, any extension shall be within the sole discretion of the Contract Administrator or the Designated Representative, as applicable.
- 9.2 This Agreement may be terminated for cause as provided for herein for reasons including, but not limited to, RENFEST's repeated (whether negligent or intentional) submission of false or incorrect reports, RENFEST's failure to suitably perform the Services; or failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. This Agreement may also be terminated for cause if RENFEST is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if RENFEST provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 9.3 If either party erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective fifteen (15) months after receipt of such written notice of termination for cause.

- 9.4 COUNTY may terminate this Agreement for convenience by providing fifteen (15) months written notice to RENFEST. In the event COUNTY elects to terminate this Agreement for convenience, or in the event this Agreement is terminated for cause by RENFEST and through no fault of RENFEST, COUNTY will pay to RENFEST the "Compensation Amount" described herein. The Compensation Amount is limited to the sum of the following: (i) the cost of all permanent improvements approved by COUNTY and made by RENFEST, if any, for the Renaissance Event in the Park (the "Capital Improvements") during the term of this Agreement, subject to a "straight line" depreciation value of Ten percent (10%) per year for each approved permanent improvement; and (ii) the cost of all fixtures provided by RENFEST and in place permanently at the Event operations area with a value equaling or exceeding One Thousand Dollars (\$1,000), subject to a depreciation value in accordance with accepted United States Internal Revenue Service guidelines as set forth in the Code of Federal Regulations.

With respect to (i) above, RENFEST shall deliver to the Contract Administrator a list of construction costs within thirty (30) days after completion of all Capital Improvements made to or within the Event operations area. The Contract Administrator will have sixty (60) days to review and approve in writing such construction costs. In the event the Contract Administrator does not approve the construction costs, RENFEST will be required to obtain an appraisal, at its expense, from an appraiser appropriately licensed by the State of Florida, of all Capital Improvements at or within the Event operations area and submit same to the Contract Administrator. The Contract Administrator will have sixty (60) days to review and approve in writing such appraisal. In the event the Contract Administrator does not approve the appraisal, in whole or in part, COUNTY will obtain, at its expense, an appraisal from an appraiser appropriately licensed by the State of Florida. The average of both appraisals shall constitute construction costs for the purposes of this Section.

- 9.5 This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstance in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 9.6 RENFEST acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by RENFEST, for COUNTY's right to terminate this Agreement for convenience.
- 9.7 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

ARTICLE 10 - PRICES CHARGED BY RENFEST

Prices charged to the public by RENFEST for each annual Event under this Agreement shall be competitive with prices for similar events, whether they are operated by COUNTY or through a private vendor.

ARTICLE 11 - EVENT SERVICES MANAGER

RENFEST shall assign a full-time qualified, experienced operations or business Manager ("Operations Manager") for operation of the Services under this Agreement. The Operations Manager or the Operations Manager's authorized agent must be at least twenty-one (21) years of age and be physically present on the Licensed Premises during approved Event operating hours. The qualifications of the Operations Manager or any authorized agent of the Operations Manager shall be submitted to the Contract Administrator upon request. During the hours when the Operations Manager is not required to be physically available on site, RENFEST, or the Operations Manager, shall designate an individual as RENFEST's authorized agent who shall be responsible for the day-to-day operations of the Services. The Contract Administrator shall be advised in writing of the names, addresses, and birth dates of the Operations Manager(s) and the Operations Manager's authorized agent(s). RENFEST shall endeavor to hire persons of good moral character and shall perform criminal background checks as provided in Article 12.

ARTICLE 12 - CRIMINAL BACKGROUND SCREENING

- 12.1 RENFEST shall perform criminal background screening as identified in Section 12.2 below on its officers, employees, agents, Subcontractors, vendors, and volunteers who will be working under this Agreement in the Park. RENFEST shall not be required to comply with the provisions for criminal background screening under this Article for those independent vendors coming onto the Park premises solely to make deliveries of goods or services for, or relating to, the Services.
- 12.2 RENFEST shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for RENFEST in the Park.
- 12.3 RENFEST shall maintain copies of the results of the criminal background screening required by this Article for the Agreement Term and promptly forward copies of same to COUNTY, upon its request.
- 12.4 RENFEST shall be required to furnish to the Contract Administrator, on a monthly basis, an Affidavit, in the form attached as Exhibit "C," affirming the

persons listed in the Affidavit have been background screened as required in Section 12.2 relating to sexual predator and sexual offender checks and have been deemed eligible by RENFEST to provide the Services at the Park. RENFEST's first monthly Affidavit shall include all screened employees and the screening results. Thereafter, the monthly Affidavit shall only be required to identify new persons who are providing Services under this Agreement and who have been screened as required in Section 12.2 and deemed eligible to provide such services at the Park during that one month period, and identify persons no longer providing services under this Agreement at the Park. The Contract Administrator may, in his or her discretion, permit RENFEST to furnish the monthly Affidavit in an electronic format. RENFEST's officers, employees, agents, Subcontractors, vendors, and volunteers subject to the criminal background screening under this Agreement shall be rescreened annually based on the date of initial screening.

- 12.5 In the event RENFEST obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by RENFEST to provide services under this Agreement, RENFEST shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by RENFEST based on the requirements of this Article, RENFEST shall immediately cease allowing the person to provide any Services at the Park. Additionally, RENFEST shall be required to inform any person background screened pursuant to this Article who is providing any Services under this Agreement, to notify RENFEST within twenty-four (24) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to provide such Services at the Park.
- 12.6 RENFEST shall, by written contract, require its Subcontractors who provide Services at the Park to agree to the requirements and obligations of this Article.
- 12.7 COUNTY may terminate this Agreement immediately for cause, with written notice provided to RENFEST, for a violation related to RENFEST's failure to perform the required background screening on its officers, employees, agents, Subcontractors, vendors, and volunteers who will be providing Services under this Agreement at the Park. COUNTY may also terminate this Agreement immediately for cause, with written notice provided to RENFEST, if COUNTY determines RENFEST failed to ensure that its Subcontractors have been background screened as required in this Article prior to performing any Services under this Agreement at the Park. RENFEST will not be subject to immediate termination in the event COUNTY determines a violation of this Article was outside the reasonable control of RENFEST, and RENFEST has demonstrated to COUNTY compliance with the requirements of this Article.
- 12.8 COUNTY may terminate this Agreement for cause if RENFEST fails to provide the monthly Affidavit to COUNTY as required under Section 12.4, and RENFEST does not cure said breach within five (5) days of written notice provided to

RENFEST by COUNTY in accordance with the "NOTICES" section of this Agreement.

ARTICLE 13 - QUALITY OF SERVICES

- 13.1 RENFEST represents that each person who will render Services under this Agreement is duly qualified to perform such Services by all applicable and appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services. The quality of RENFEST's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards for similar operations.
- 13.2 RENFEST's employees, agents, representatives, Subcontractors, vendors, volunteers, or others involved in the maintenance or operation of the Services shall perform their respective duties in an efficient and courteous manner and provide good customer service. Failure of any of these persons to do so shall be grounds for his or her removal from any duties performed under this Agreement by RENFEST's direct action, or through any reasonable demand by the Contract Administrator, if after reasonable notice by the Contract Administrator, RENFEST has failed to take the necessary steps to correct the cause of such objection.
- 13.3 RENFEST shall provide staffing necessary to perform the Services under this Agreement during the operating schedule for each Event as described in Article 14.
- 13.4 RENFEST's Event operations on the Licensed Premises shall not unreasonably interfere with the public's use of other areas of the Park and amenities within or infringe upon the normal method of operations of any parties authorized, as of the commencement date of the term of this Agreement, to conduct business near the Licensed Premises.
- 13.5 RENFEST shall furnish good, prompt and efficient service adequate to meet all reasonable demands for such service. The Contract Administrator may periodically evaluate RENFEST's performance under this Agreement and reasonably recommend that RENFEST modify its operations in order to furnish good, prompt and efficient service. The implementation by RENFEST of any recommendations by the Contract Administrator shall not be unreasonably withheld.
- 13.6 RENFEST shall not permit music, audio merchandising, background sounds, or other noise or sounds to be audible outside of the immediate Event areas within the Licensed Premises. All sounds or noise including, but not limited to, music generated at or caused by RENFEST, or emanating from any Event areas within the Licensed Premises shall be kept to reasonable levels and must be turned off and remain off at the request of the Contract Administrator.

ARTICLE 14 - OPERATING SCHEDULE

- 14.1 RENFEST shall operate each annual Event during regular Park operating hours, weather permitting, or other hours of operation requested by RENFEST, in writing, and reviewed and approved by the Contract Administrator. The Contract Administrator shall review any proposed changes to the hours of operation within ten (10) work days of receipt of same. The reasons for any non-approval shall be set forth in writing no later than ten (10) work days after submittal of such request. In the event any such written notice of non-approval is not mailed or otherwise transmitted to RENFEST within such ten (10) day period, COUNTY shall be deemed to have approved the proposed changes to the operating hours.
- 14.2 RENFEST shall operate each annual Event during the seven (7) weekends set forth in Part I of Exhibit "A," Scope of Services. RENFEST may request, in writing, to the Contract Administrator, at least six (6) months prior to any annual Event under this Agreement, a change in any weekend schedule for such Event. The Contract Administrator shall review any proposed changes to any weekend schedule within ten (10) work days of receipt of same, and such approval is subject to availability of the Park property for the Event on any alternate proposed weekend.
- 14.3 The Contract Administrator may, upon notice to RENFEST, require a change in the daily hours of operation, or the number of days per week of operations, for any public safety reasons addressed in Article 18.

ARTICLE 15 - FACILITIES AND SERVICES PROVIDED BY COUNTY

COUNTY shall provide the following facilities and services during the Agreement Term, as existing on the commencement date of this Agreement:

- (a) Electrical connections;
- (b) Water connections;
- (c) Sewage connections at COUNTY-owned restrooms;
- (d) Non-exclusive general parking with the Contract Administrator and RENFEST closely interacting and cooperating regarding any special parking needs;
- (e) Pesticide control with COUNTY under no obligation to use excessive amounts of pesticides in the Park due to the possible impact with the environment; and
- (f) Trash and recycling removal.

ARTICLE 16 - DAMAGES

RENFEST shall be responsible to timely repair, at its cost, any and all damage to the Licensed Premises and the Park's or RENFEST's improvements and personal property, caused by RENFEST, its officers, employees, agents, Subcontractors, vendors, patrons, and invitees; however, COUNTY, in its sole option, may elect to repair any such damage to the Licensed Premises and the Park and, thereafter, invoice RENFEST for all of COUNTY's costs incurred in repairing such damage. COUNTY shall be responsible to timely repair, at its cost, any and all damage to the Park's or RENFEST's personal property, caused solely by COUNTY, its officers, employees, contractors, or agents.

ARTICLE 17 - LIABILITY FOR DAMAGE OR INJURY

COUNTY shall not be liable for any damage or injury which may be sustained by any person(s) resulting from RENFEST's Event operations or Services provided under this Agreement. RENFEST shall not be liable for any damage or injury which may be sustained by any person(s) resulting solely from COUNTY's obligations or operations under this Agreement.

ARTICLE 18 - CHANGE IN HOURS OF OPERATION DUE TO PUBLIC HEALTH RISK

In the event that COUNTY, in the interest of public health and safety, is required by any governing authority to undertake a mandatory closure of the Park, or any portion thereof, or cancel activities, in whole or in part, or when, in its discretion, COUNTY determines it is necessary to close the Park, or any portion thereof, or cancel activities, in whole or in part, based upon the occurrence of acts of nature or other circumstances which may pose a public safety hazard, COUNTY may adjust the Park's and the Services' hours, in whole or in part, accordingly. COUNTY shall not be liable for any lost revenues or business activities by or for the Services resulting from the adjusted hours of operations at the Park. In the event RENFEST is required to reduce its hours of operation at the Park as provided in this Article, RENFEST shall not be entitled to any reduction in the per person annual Event fee to be paid by RENFEST to COUNTY under Section 4.2.

ARTICLE 19 - INGRESS AND EGRESS; RIGHT OF QUIET ENJOYMENT

Subject to RENFEST's compliance with the terms of this Agreement and any applicable statutes, ordinances, and rules and regulations, COUNTY represents and warrants that during the Agreement Term, RENFEST, its officers, employees, agents, Subcontractors, vendors, patrons, invitees, suppliers of services, and furnishers of materials, shall have right of ingress and egress to and from the Park and the Licensed Premises for RENFEST's Event operations and Services under this Agreement. Nonexclusive parking may be available for RENFEST, its officers, employees, agents, Subcontractors, vendors, patrons, invitees, suppliers of services, and furnishers of materials.

ARTICLE 20 - EMERGENCY PREPAREDNESS PLAN

The Contract Administrator and the Designated Representative shall cooperate in the development of an Emergency Preparedness Plan ("Plan") consistent with the Division's emergency preparedness and operations plans for the Park, which includes COUNTY's and RENFEST's planning and response roles. The Plan shall include detailed procedures of actions RENFEST shall take to protect or remove RENFEST's property if a severe storm or hurricane warning is issued which may impact the Licensed Premises, and shall be provided to the Contract Administrator by January 1 of each year. In addition, RENFEST shall submit to the Contract Administrator an emergency plan and procedures for handling any injuries received by patrons while at any Event. The Contract Administrator and the Designated Representative shall cooperate to review and periodically update the Plan.

ARTICLE 21 - INSPECTION OF LICENSED PREMISES

The Contract Administrator and the Contract Administrator's designees shall have the right to make periodic reasonable inspections of the Licensed Premises and the Event areas, equipment, and operations during normal operating hours to determine if the Licensed Premises and Event areas, equipment, and operations are being maintained in a neat and orderly condition, or to determine whether RENFEST is operating in compliance with the terms of this Agreement. All inspections shall be conducted in a manner so as not to interfere with RENFEST's normal operations of the Services. The Contract Administrator or the Contract Administrator's designee will inform the Designated Representative of any actions necessary to correct any issues observed by the Contract Administrator or the Contract Administrator's designee related to matters addressed in this Section. RENFEST shall reasonably comply with any recommendations of the Contract Administrator or the Contract Administrator's designee with respect to the issues raised. The City of Deerfield Beach, and its respective regulatory agents, shall have the right to enter upon the Licensed Premises at any reasonable time to determine if RENFEST is in compliance with any City ordinances or rules and regulations governing the Events to be provided under this Agreement.

ARTICLE 22 - EMERGENCY REPAIRS BY COUNTY

COUNTY shall have the absolute right to make emergency repairs to the Park's facilities and the Licensed Premises under this Agreement, free from any and all liability to RENFEST for loss of business or damages or any nature whatsoever during the making of such emergency repairs, except for such damage caused by the sole negligence or intentional misconduct of COUNTY and where not otherwise indemnified by RENFEST. The Contract Administrator or the Contract Administrator's designee shall provide RENFEST with reasonable advance notice depending on the circumstances at the time of the emergency.

**ARTICLE 23 - REMOVAL OF PROPERTY FOLLOWING EXPIRATION OR EARLIER
TERMINATION OF AGREEMENT AND RIGHT OF FIRST OFFER**

Within sixty (60) calendar days following expiration or earlier termination of this Agreement, RENFEST shall remove all of its equipment, materials, supplies, personal property, and non-capital improvements from the Licensed Premises and the Park. In the event RENFEST does not remove its personal property and non-capital improvements within such sixty (60) day time period, such property shall be deemed abandoned by RENFEST and COUNTY is authorized to remove and dispose of such property as it deems appropriate, in its sole discretion, and COUNTY may bill RENFEST for any reasonable costs it incurs related to such removal and disposition. RENFEST shall release COUNTY from any and all liability for removal and disposal of any such personal property and non-capital improvements. All furnishings and equipment purchased or leased by RENFEST, except those fixtures permanently affixed to buildings or structures, and original or replacement furnishings or equipment owned by COUNTY, in place on the commencement date of this Agreement, shall be deemed the personal property of RENFEST.

ARTICLE 24 - APPROVALS

- 24.1 The Contract Administrator reserves the right to approve all matters specifically referenced in this Agreement related to the day-to-day operations of RENFEST and all matters reasonably deemed pertinent to the administration of this Agreement. Except as otherwise provided for herein, any approvals required by either party shall not be unreasonably withheld.
- 24.2 RENFEST, its employees, agents, Subcontractors, patrons, vendors, volunteers, and invitees shall not conduct any activity in the Park not specifically authorized under this Agreement, unless approved by the Contract Administrator or the appropriate award authority for COUNTY, as appropriate.

ARTICLE 25 - OWNERSHIP OF RENFEST

The ownership of RENFEST is very important to COUNTY. COUNTY reserves the right to terminate this Agreement any time there is a change in the majority interest in ownership of RENFEST that has not been specifically approved by the Board. COUNTY shall have the right to reject any proposed new owner on any reasonable grounds. RENFEST shall provide to the Contract Administrator, within three (3) business days after receipt of written notice from the Contract Administrator requesting same, an accurate list of all owners of RENFEST, showing the percentage of ownership of each owner.

ARTICLE 26 - PERFORMANCE DEPOSIT

Prior to commencement of any Services under this Agreement for each annual Event year, RENFEST shall deposit with the Contract Administrator a performance deposit in the amount of Five Thousand Dollars (\$5,000), to be held by COUNTY as security for the full and faithful performance of RENFEST under this Agreement for such Event. The performance deposit may be in the form of cash, money order, cashier's check, or irrevocable letter of credit in a form acceptable to COUNTY. Any portion of the performance deposit may be applied towards debts owed or damages caused by RENFEST under this Agreement including, but not limited to, any costs for excess Utilities usage by RENFEST which exceeds Twenty-eight Thousand Dollars (\$28,000) for that Event year, as described in Section 4.5 of this Agreement. Within sixty (60) days of expiration or earlier termination of this Agreement, COUNTY shall remit to, or authorize release to, RENFEST the full balance, or remaining balance after deductions taken for any debts owed or damage caused by RENFEST. If COUNTY holds the performance deposit, it shall be held without interest paid to RENFEST.

ARTICLE 27 - EEO AND CBE COMPLIANCE

27.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. RENFEST shall comply with all applicable requirements of COUNTY's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

RENFEST shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by RENFEST to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

27.2 Although no CBE goal has been set for this Agreement, COUNTY encourages RENFEST to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 28 - MISCELLANEOUS

28.1 PUBLIC RECORDS

To the extent RENFEST is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, RENFEST shall:

- a. Keep and maintain public records required by COUNTY to perform the Services under this Agreement;
- b. Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion or earlier termination of this Agreement if the records are not transferred to COUNTY; and
- d. Upon completion or earlier termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of RENFEST upon termination of this Agreement or keep and maintain public records required by COUNTY to perform the services. If RENFEST transfers the records to COUNTY, RENFEST shall destroy any duplicate public records that are exempt or confidential and exempt. If RENFEST keeps and maintains public records upon completion of this Agreement, RENFEST shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

The failure of RENFEST to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling COUNTY to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to any such public records requests. RENFEST will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that RENFEST contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, RENFEST must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge

attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to COUNTY for records designated by RENFEST as Trade Secret Materials, COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by RENFEST. RENFEST shall indemnify and defend COUNTY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF RENFEST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RENFEST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8100, danwest@broward.org, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309.

28.2 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of RENFEST and its Subcontractors that are related to this Agreement. RENFEST and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of RENFEST and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, RENFEST or its Subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

RENFEST and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. COUNTY audits and inspections pursuant to this Section may be performed by any COUNTY representative (including any outside representative engaged by COUNTY). COUNTY reserves the right to conduct such audit or review at RENFEST's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to COUNTY of any nature by RENFEST in excess of five percent

(5%) of the total contract billings reviewed by COUNTY, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by RENFEST in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of COUNTY's findings to RENFEST.

RENFEST shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

28.3 TRUTH-IN-NEGOTIATION REPRESENTATION

RENFEST's compensation to COUNTY under this Agreement is based upon representations supplied to COUNTY by RENFEST, and RENFEST certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. COUNTY shall be entitled to recover any damages it incurs to the extent such representation is untrue.

28.4 PUBLIC ENTITY CRIME ACT

RENFEST represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, RENFEST further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether RENFEST has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, COUNTY shall have the right to immediately terminate this Agreement and recover all sums paid to RENFEST under this Agreement.

28.5 INDEPENDENT CONTRACTOR

RENFEST is an independent contractor under this Agreement. In providing any Services under this Agreement, neither RENFEST nor its agents shall act as officers, employees, or agents of COUNTY. RENFEST shall not have the right to bind COUNTY to any obligation not expressly undertaken by COUNTY under this Agreement.

28.6 THIRD PARTY BENEFICIARIES

Neither RENFEST nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no

third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

28.7 NOTICES

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Director
Broward County Parks and Recreation
950 NW 38th Street
Oakland Park, Florida 33309
Email address: danwest@broward.org

FOR RENFEST:

Bobby Rodriguez, President
Florida Renaissance Festival, Inc.
800 Northwest 57th Place
Fort Lauderdale, Florida 33309
Email address: BRemail@me.com

28.8 ASSIGNMENT AND PERFORMANCE

Except for subcontracting approved in writing by COUNTY at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by RENFEST without the prior written consent of COUNTY. If RENFEST violates this provision, COUNTY shall have the right to immediately terminate this Agreement. RENFEST represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. RENFEST agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

28.9 CONFLICTS

Neither RENFEST nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with RENFEST's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of RENFEST's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or RENFEST is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude RENFEST or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event RENFEST is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, RENFEST shall require such Subcontractors, by written contract, to comply with the provisions of this Section to the same extent as RENFEST.

28.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

28.11 COMPLIANCE WITH LAWS

RENFEST shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

28.12 SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

28.13 JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

28.14 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

28.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 28 of this Agreement, the provisions contained in Articles 1 through 28 shall prevail and be given effect.

28.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, RENFEST AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

28.17 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and RENFEST or others delegated authority or otherwise authorized to execute same on their behalf.

28.18 PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

28.19 PAYABLE INTEREST

28.19.1 Payment of Interest. COUNTY shall not be liable to pay any interest to RENFEST for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof RENFEST waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

28.19.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

28.20 INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

28.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

28.22 DOMESTIC PARTNERSHIP REQUIREMENT

Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires COUNTY contractors to provide benefits to domestic partners of their employees, RENFEST agrees to fully comply with Section 16½-157 during the Agreement Term. If RENFEST fails to fully comply with that section, such failure shall constitute a material breach which shall allow COUNTY to exercise any remedy available under this Agreement, under applicable law, or under Section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

28.23 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by RENFEST shall serve as RENFEST's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace program for the Agreement term.

28.24 CONTINGENCY FEE

RENFEST represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for RENFEST, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If COUNTY learns that this representation is false, COUNTY shall have the right to terminate this Agreement without any further liability to RENFEST. Alternatively, if such representation is false, COUNTY, at its sole discretion, may deduct from the compensation due RENFEST under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

28.25 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such

causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This Section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

28.26 COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of the page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through the Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same, and FLORIDA RENAISSANCE FESTIVAL, INC., signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2017

Insurance requirements approved by
Broward County Risk Management
Division

By: Tim Crowley 6/28/17
(Date)

Name: Tim Crowley

Title: Property Specialist

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: Patrice M. Eichen 7/12/17
(Date)
Assistant County Attorney

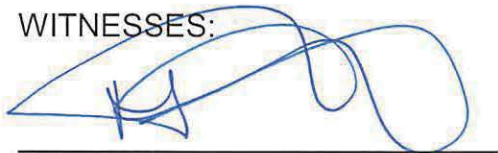
By: Sharon V. Thorsen 7/12/13
(Date)
Senior Assistant County Attorney

LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD COUNTY AND
FLORIDA RENAISSANCE FESTIVAL, INC., FOR FLORIDA RENAISSANCE FESTIVAL
AT QUIET WATERS PARK

RENFEST

FLORIDA RENAISSANCE FESTIVAL, INC.

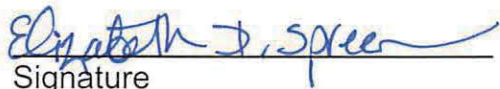
WITNESSES:



Signature

HENRIETTE E. PINTO

Print/Type Name



Signature

ELIZABETH J. SPREEN

Print/Type Name

By 
_____, President

15TH day of JUNE, 2017

EXHIBIT "A"
SCOPE OF SERVICES

I. Project

RENFEST shall provide, at its cost and risk, a Renaissance Event ("Event") as defined in the Agreement at the Park during calendar years 2018 - 2022. The term of the Agreement includes the time necessary for the set-up, operating, and take-down periods reasonably necessary to hold each Event during calendar years 2018 - 2022, as further described in the Agreement.

Set up, operating, and take-down dates for the Year 2018 Event shall be as follows and such dates are subject to modification, in writing, by the Contract Administrator and RENFEST:

Year 2018 Event

Set-up and take-down dates for the Event. RENFEST shall be permitted to set-up the Event commencing January 22, 2018, subject to RENFEST's compliance with the terms of the Agreement. RENFEST shall take-down the Event and vacate the Licensed Premises and the Park no later than twelve (12) calendar days after the last day of the Event. RENFEST shall not be permitted to place any personal property relating to the Event in the Park including, but not limited to, trailers, equipment, and campers prior to the set-up date.

Event Dates: First Weekend - February 10 - 11
Second Weekend - February 17 - 19 (Includes President's Day)
Third Weekend - February 24 - 25
Fourth Weekend - March 3 - 4
Fifth Weekend - March 10 - 11
Sixth Weekend - March 17 - 18
Seventh Weekend - March 24 - 25
Three (3) Public Elementary School Events - Dates to be requested in writing by RENFEST and are subject to approval of the Contract Administrator.

In subsequent Event years, RENFEST shall hold each Event during the same seven (7) weekends of the year, as provided above for the Year 2018 Event, although the actual calendar dates will differ, in addition to holding three (3) Public Elementary School Events to be scheduled in the same manner as for the Year 2018 Event. Each subsequent Event shall be in accordance with the terms of the Agreement and follow the same format for fees and reimbursements to COUNTY. Pursuant to Section 14.2 of the Agreement, RENFEST may request a change in the weekend schedule for an Event, and the Contract Administrator will review the request based on the availability of the Park property for the Event on such dates.

- II. **Campground, Picnic Shelter Fees:** RENFEST may use the camping sites and picnic shelters located within the Licensed Premises and designated by the Contract Administrator during each Event year. The fee for such use shall be included in the annual Event fee paid to COUNTY as described in Section 4.2 of the Agreement. Any use of the designated camping sites or picnic shelters shall be in accordance with all applicable COUNTY and City of Deerfield Beach ordinances, rules, and regulations.
- III. **Food and Beverages Fee:** RENFEST may sell food and beverages (excluding liquor) during each Event under the Agreement, including the sale and service of alcoholic beverages in accordance with the requirements under Section 25½-12, Broward County Code of Ordinances. The fee to COUNTY for the right to sell and serve food and beverages at any Event, excluding the sale and service of alcoholic beverages, is included in the annual Event fee paid to COUNTY set forth in Section 4.2 of the Agreement.
- IV. **Bleachers Use:** RENFEST may provide a written request to the Contract Administrator for use of up to five (5) sets of COUNTY-owned hydraulic bleachers for each Event. COUNTY agrees to provide the bleachers so long as COUNTY, in its sole discretion, determines the bleachers are available for such use. If COUNTY determines the bleachers are available for use by RENFEST, the fee for such use shall be included in the annual Event fee paid to COUNTY set forth in Section 4.2 of the Agreement.
- V. **ADA Pathway Use:** RENFEST may provide a written request to the Contract Administrator to utilize up to Five Hundred Thirty feet (530') of COUNTY-owned ADA Pathway for each Event under the Agreement. COUNTY agrees to provide the pathway so long as COUNTY, in its sole discretion, determines the pathway is available for such use. If COUNTY determines the ADA pathway is available for use by RENFEST, the fee for such use shall be included in the annual Event fee paid to COUNTY set forth in Section 4.2 of the Agreement. If COUNTY determines its ADA Pathway is not available, RENFEST must obtain an ADA Pathway from another source at its sole cost.
- VI. **RENFEST's Use of the Licensed Premises:** In addition to the provisions under Article 2 of the Agreement governing use of the Licensed Premises, the following provisions are applicable to each Event under the Agreement:
 - a. In the event RENFEST intends to utilize a Subcontractor to collect the Annual Event fee and Park admission fee for any Event under the Agreement, such Subcontractor shall be approved by the Contract Administrator prior to the Subcontractor performing any activities on behalf of RENFEST.

- b. The Contract Administrator or Park Manager and RENFEST will cooperate to address any parking or other logistical matters that may arise relating to the reasonable operation of an Event. RENFEST shall have sufficient, experienced parking personnel to coordinate ingress to and egress from the Licensed Premises and Event area.
- c. RENFEST shall provide to the Contract Administrator for approval, at least thirty (30) days prior to RENFEST's first day of set-up for any Event under the Agreement, RENFEST's plans for operation of the Event including, but not limited to, the following:
 - (1) Animal care plan;
 - (2) Accessibility site plan for persons with disabilities in compliance with Title I and Title II of the Americans with Disabilities Act (ADA) approved by COUNTY. The accessibility site plan shall depict how, where, and by what means persons with disabilities will have equal access to activities to be provided at an Event;
 - (3) Parking and Traffic Control plan: During such times when an Event is open to the public (excludes set-up and take-down days), RENFEST is responsible for regulating the flow of traffic into and out of the Park as not to interrupt other park operations or traffic outside the Park;
 - (4) Stage and overall Event layout plan; and
 - (5) Emergency response/action plan.

The Contract Administrator shall review the above items within seven (7) work days of submittal by RENFEST. The reasons for any disapproval shall be set forth in writing within the seven (7) day period. In the event written notice of disapproval is not provided to RENFEST within the seven (7) day period, the items shall be deemed approved by COUNTY. In the event the Contract Administrator disapproves any of the above items, RENFEST may offer alternative solutions, and COUNTY shall follow the above process.

- d. RENFEST shall comply with the following requirements relating to use of the Licensed Premises for any Event under the Agreement:
 - (1) Minor vehicle maintenance is permitted; however, any maintenance requiring a vehicle to be disassembled shall be prohibited.
 - (2) Radios, televisions, and other sources of noise shall at all times be kept to reasonable levels.

- (3) No BB guns, firearms, or other weapons shall be used, displayed, or brought on to the Licensed Premises or in the Park, except for any Event exhibits which have been approved in writing by the Contract Administrator, or as otherwise permitted by law.
 - (4) No burning of any kind, including trash burning, shall be permitted on the Licensed Premises except for outdoor cooking purposes on a grill, or any burning that is part of an Event demonstration which has been approved in writing by the Contract Administrator.
 - (5) RENFEST shall not permit domestic pets to be brought onto the Licensed Premises unless secured by a leash or other means. RENFEST shall not permit exotic pets to be brought onto the Licensed Premises without prior written approval of the Contract Administrator.
 - (6) RENFEST shall not move or alter any Park property without the prior written approval of the Contract Administrator or the Park Manager. Any request to move or alter any Park property for any Event under the Agreement will be provided in writing to the Contract Administrator or the Park Manager at least fourteen (14) calendar days prior to the desired move or alteration. Any request not timely provided may be considered by the Contract Administrator or the Park Manager based on the circumstances of the request.
 - (7) RENFEST shall comply with all applicable ordinances, rules, and regulations governing the Park or any Event including, but not limited to, Chapter 25½, Broward County Code of Ordinances.
 - (8) RENFEST shall ensure that any recycle containers provided by COUNTY for any Event are utilized to separate and collect any recyclable materials generated at the Event.
 - (9) RENFEST shall maintain the designated Event area and Licensed Premises free and clear and rubbish or litter at all times.
- e. In addition to the provisions under Article 21 of the Agreement, COUNTY, City of Deerfield Beach, and their respective regulatory agents shall have the right to enter the Licensed Premises at any reasonable time to inspect such premises or perform other duties as required by law or by the terms of the Agreement. COUNTY staff shall be allowed access to an Event area, as determined necessary by COUNTY, for COUNTY work-related purposes. RENFEST shall comply with all applicable federal, state, COUNTY, and City of Deerfield Beach laws, ordinances, rules, and regulations relating to each Event. RENFEST shall be responsible for obtaining all permits and approvals required by any entity with jurisdiction over an Event. RENFEST shall furnish

copies of all permits and approvals issued for each Event to the Contract Administrator prior to opening of the Event.

- f. RENFEST shall provide, at its sole cost, law enforcement, security, and fire-rescue services required for each Event by COUNTY or the City of Deerfield Beach, including crowd and traffic control. RENFEST's responsibilities for security services for an Event shall include, but not be limited to, security for RENFEST's employees or vendors camping overnight within the Event area at locations designated by the Contract Administrator. RENFEST shall comply with all requirements of the City of Deerfield Beach relating to fire safety, fire watch, and on-site emergency medical personnel during the operating hours for an Event. RENFEST's Designated Representative shall inform the Contract Administrator or Park Manager of any incidents or accidents resulting from or arising out of any Event, as soon as RENFEST becomes aware of such incident or accident. A copy of an incident or accident report shall be provided to the Contract Administrator or Park Manager by RENFEST within twenty-four (24) hours of RENFEST becoming aware that the accident or incident occurred.
- g. All advertising, marketing, and publicity materials relating to each Event shall be in accordance with COUNTY's Advantage Marketing Program set forth in Section 13.62, Broward County Administrative Code, and the Division's Public Communications Manager shall cooperate with RENFEST on all marketing efforts, including cross-marketing. COUNTY shall include the Event in the Division's relevant promotional or informational materials. The Contract Administrator reserves the right to review and approve in advance any advertisements, signage and content, and promotional materials including, but not limited to, social media (e.g., Facebook, Twitter, or Blogs) to be used by RENFEST for each Event that includes the Park, Division, or COUNTY's name, logo, or otherwise refers to the Agreement, and reserves the right to require RENFEST to identify the name of the Park as the site of an Event in any advertising, marketing, or publicity materials. Any banner or signage placed within or adjacent to the Park must be professionally made and approved by the Contract Administrator prior to installation.

In the event the Contract Administrator elects to review documentation relating to advertising, signage, or publicity material, the Contract Administrator shall review the items submitted by RENFEST within ten (10) calendar days of submittal by RENFEST. The reasons for any disapproval shall be set forth in writing within the ten (10) day period. In the event written notice of disapproval is not provided to RENFEST within the ten (10) day period, the items shall be deemed approved by COUNTY. In the event the Contract Administrator disapproves any of the above items, RENFEST may offer alternative solutions, and COUNTY's review of same shall follow the above process.

RENFEST shall include a statement on its website, brochures, and email advertisements including a telephone number, and if available, an email address, regarding the availability of auxiliary aids, or services, if requested in advance, in accordance with Park policy.

- h. RENFEST shall provide a reasonable number of portable toilet facilities for each Event sufficient to meet the needs for such Event. The portable toilet facilities shall comply with all applicable ADA requirements. In addition, the portable toilet facilities shall include functioning hand-washing stations.

RENFEST shall provide custodial maintenance and supplies for the Park restrooms located within the Licensed Premises during each Event, including the set-up and take-down periods. RENFEST shall clean and restock with supplies on a daily basis the Park restrooms and portable toilet facilities referenced in this section.

- i. At the conclusion of the take-down period for each Event, RENFEST shall return the Licensed Premises and any other Park facilities utilized by RENFEST in accordance with the Agreement, to at least the condition that existed at the time of the walkthrough of the Licensed Premises conducted by RENFEST and the Contract Administrator prior to set-up for each Event, including being responsible for any costs for replacement of any materials or landscaping removed at the Licensed Premises, subject to reasonable wear and tear. A representative of COUNTY shall have the right to inspect the Licensed Premises following the take-down period of each Event to determine its condition.

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EXHIBIT "C"

AFFIDAVIT
[CRIMINAL BACKGROUND SCREENING]

AGREEMENT TITLE: _____

CONTRACTOR'S NAME: _____

DATE: _____

By signing this form, I am swearing or affirming that all individuals providing Services to COUNTY under the Agreement at the Park have been background screened in accordance with the background screening requirements set forth in the Agreement and been deemed eligible by RENFEST to provide Services as described in the Agreement. The information contained in this Affidavit is up to date as of the date this Affidavit is furnished to the Contract Administrator per the requirements of the Agreement.

All individuals providing services to COUNTY under the Agreement at the Park are listed below under categories 1 and 2 below. Each individual shall be identified by name, birth date, and date deemed eligible and shall fall into one (1) of the following categories:

1. Initially screened and deemed eligible. [After initial Affidavit, only categories 2 and 3 are required to be completed for each monthly Affidavit.]

[Insert list of individuals]

2. New individuals screened and deemed eligible by RENFEST to provide Services under the Agreement at the Park.

[Insert list of individuals]

3. Individuals no longer providing Services for RENFEST under the Agreement at the Park.

[Insert list of individuals]

Signature of Affiant

Sworn to and subscribed before me this ____ day of _____, 20__.

My commission expires: NOTARY PUBLIC, STATE OF FLORIDA

My signature, as Notary Public, verifies the Affiant's identification has been validated by


**Exhibit D
Insurance Requirements**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other: Liquor Liability	Bodily Injury		
	Property Damage		
	Bodily Injury & Property Damage Combined	\$ 1 mil	\$ 2 mil
	Minimum limits:	\$ 1 mil	
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)	\$ 1 mil	
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage		
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 1 mil	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> CRIME & DISHONESTY/FIDELITY BOND	(each accident) Extended coverage period		
<input checked="" type="checkbox"/> Liquor Liability	(each accident) Extended coverage period	\$ 1 mil	
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
 BROWARD COUNTY IS LISTED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY.
REFERENCE: Renaissance Festival at Quiet Waters Park

CERTIFICATE HOLDER:
Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
 Attn: Traci Singleton – Parks & Rec


ELIZABETH PLASKA
 dc=cty, dc=broward, dc=bc,
 ou=Organization, ou=BCC,
 ou=RM, ou=Users,
 cn=ELIZABETH PLASKA
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 Risk Management Division