



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize a non-standard agreement with CHARLES F. DODGE CITY CENTER for the venue rental for the 2025 Student Life Awards Banquet by utilizing bid-waiver (single/source). Fiscal Impact: Estimated \$26,472.05.

Presenter(s): Jamonica Rolle, College Provost and Senior Vice President

What is the purpose of this contract and why is it needed? This contract is for the venue rental at the Charles F. Dodge City Center to provide venue, audio visual services, and catering at the annual Student Engagement Awards Banquet, a signature event recognizing the achievements of approximately 300 students from key academic and co-curricular programs, including Nest Academy, The Robert “Bob” Elmore Honors College, Student Publications, and Student Life Clubs and Organizations. By securing this venue, we will have an all-in-one experience for our event.

The banquet not only highlights the hard work and accomplishments of our students but also reinforces the college’s commitment to holistic student development by celebrating both curricular and co-curricular success. This year’s event theme, “Reaching for the Stars,” reflects the institution's focus on helping students aim high and reach their full potential.

What procurement process or bid waiver was used and why? This venue qualifies as a single/sole source provider due to its exclusive availability and capability to host our 2025 Student Life Banquet. It is the only venue that offers an integrated solution, with space for a stage, entertainment, and dining for 350 seated participants. The venue provides comprehensive services, including catering, logistics, audio visual, and more, all in one package. In contrast, other venues required separate arrangements for each service, leading to higher overall costs.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes, Student Life falls under Student Services which receives Fund 2/Student Activities and Service Fees Allocation. This event will be paid for out of the annual allocation for Student Life.

What fund, cost center and line item(s) were used? BU010 (Central), BU020 (North), BU030 (South): CC0272- Student Leadership The total contact amount will be \$26,472.05, a total of \$8824.01 per campus.

Has Broward College used this vendor before for these products or services? Yes, we have used this venue for the last two years. We have sought out other venues that can handle this capacity and price and have not been able to find one.

Was the product or service acceptable in the past? The Charles F. Dodge City Center has always provided above and beyond service. Their av services team meets all of our needs, their space is large enough to host 300 students and provide room for entertainment and dancing, and their food services is also exceptional.

Was there a return on investment anticipated when entering this contract? Yes, a return on investment (ROI) is anticipated through enhanced student experience, motivation, and community building. While the ROI may not always be quantifiable in financial terms, the intangible benefits, such as increased student satisfaction, stronger engagement with the college, and a positive institutional reputation, are key outcomes. These factors contribute to student retention, which ultimately aligns with our broader institutional goals.

Was that return on investment not met, met, or exceeded and how? The ROI for the entertainment at previous banquets has consistently been met. Post-event surveys and feedback have shown high satisfaction rates among attendees, with students expressing appreciation for the event’s quality. These outcomes affirm that the investment successfully met its goals by fostering a positive student experience and strengthening the campus community.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? This contract directly supports the Social Enterprise Plan, specifically in the area of "Increase student retention and completion" and "Empower Student Development - Provide A Best-In-Class Student Experience." By investing in quality entertainment, we enhance the overall student experience, which is a critical factor in promoting student engagement, retention, and ultimately completion rates. The event exemplifies our commitment to creating a dynamic, supportive campus environment that encourages both academic and personal growth.

Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: The fiscal impact will be divided among the three campuses. This maximizes buying power and brings the campuses together to celebrate as one. Each campus will contribute \$8,824.01 towards the overall cost. Estimated total of \$26,472.05 CC0506.

| | | |
|-----------------|------------------------------------|----------------------|
| 10/08/24 | CC0272 · Student Leadership | (\$26,472.05) |
| | Student Life Banquet 2025 | |

APPROVAL PATH: 12550 Charles F. Dodge City Center - 2025 Student Life Awards Banquet - Venue Rental

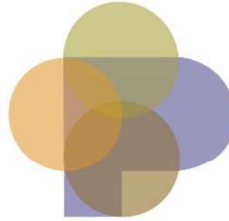
 **Workflow**

 Edit View

 Add Work Item

| Stage | Reviewer | Description | Due Date | Status | |
|-------|------------------------------------|---|-------------------|-------------|---|
| 1 | Jamonica Rolle | SVP Review | | ✔ Completed |  |
| 2 | Natalia Triana-Aristizabal | Contracts Coordinator | | ✔ Completed |  |
| 3 | Orlando Aponte | Procurement Approval | | ✔ Completed |  |
| 4 | Christine Sims | Budget Departmental Review | | ✔ Completed |  |
| 5 | Rabia Azhar | CFD Review | | ✔ Completed |  |
| 6 | Legal Services Review Group | Review and Approval for Form and | | ✔ Completed |  |
| 7 | Board Clerk | Agenda Preparation | | ⌚ Pending | |
| 8 | District Board of Trustees | Meeting | 12/10/24 11:00 AM | ⌚ Pending | |
| 9 | Electronic Signature(s) | Signatures obtained via DocuSig  | | ⌚ Pending | |
| 10 | Natalia Triana-Aristizabal | Contracts Coordinator | | ⌚ Pending | |

CHARLES F. DODGE
CITY CENTER
PEMBROKE PINES



USE LICENSE AGREEMENT

BY AND BETWEEN

**SMG AND
THE DISTRICT BOARD OF TRUSTEES OF BROWARD
COLLEGE, FLORIDA**

DATED SEPTEMBER 20, 2024



TRK#0623

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CHARLES F. DODGE CITY CENTER

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the “**Agreement**”) is dated as of the 20th day of September, 2024, by and between SMG, a Pennsylvania general partnership, with an address at 300 Conshohocken State Rd. Ste 770, West Conshohocken PA 19428 (“**SMG**”), and

Company: **The District Board of Trustees of Broward College, Florida**
Name: Donald Astrab
Address: 6400 NW 6th Way
Fort Lauderdale, Florida 33309
Phone: (954) 201-8801
E-mail: dastrab@broward.edu
Tax ID Number: 85-8012557374C-7

BACKGROUND

SMG is a party to a certain management agreement (the “**Management Agreement**”) dated as of February 17, 2016 with The City of Pembroke Pines (the “**Owner**”), whereby SMG has been retained to act as Owner’s independent contractor in respect of a facility commonly known as **The Charles F. Dodge City Center** (the “**Facility**”), located at 601 City Center Way, Pembroke Pines, Florida 33025, which is **[owned]** by Owner. Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Pursuant to the Management Agreement, SMG has the express authority to enter into agreements on Owner’s behalf relating to the use of the Facility. Accordingly, SMG, as the independent contractor for Owner, desires to grant to Licensee, and Licensee hereby accepts from SMG, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

SMG is the manager of a facility commonly known as **The Charles F. Dodge City Center** (the “**Facility**”), located at 601 City Center Way, Pembroke Pines, Florida 33025, which is **owned** by **The City of Pembroke Pines** (the “**Owner**”). Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, SMG desires to grant to Licensee, and Licensee hereby accepts from SMG, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

(a) SMG hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the “**Authorized Areas**”), including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an “**Event**”). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end-time of the last Event listed on Exhibit A hereto (the “**Expiration Time**”) and, as such, Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from SMG prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent an amount equal to the sum of SMG’s actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by SMG to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

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(c) Licensee acknowledges that, in connection with SMG's management and operation of the Facility, SMG utilizes the services of certain third-party independent contractors (the "**Third-Party Contractors**"). Licensee hereby agrees that SMG shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

(d) Licensee acknowledges that the Facility is one component of a planned complex that includes, without limitation, The Pembroke Pines City Hall, The Frank Ortis Art Gallery, City Commission Chambers, and the Plaza. (such other non-Facility areas are collectively referred to herein as the "**Complex**"). Licensee further acknowledges that SMG will use reasonable efforts to minimize for Licensee any inconvenience or disturbance which may result from the operation, construction, expansion, renovation, and/or other use of the Complex, to the extent that the foregoing activities are within SMG's reasonable control. Licensee hereby agrees to hold SMG, Owner, and their respective officers, directors, agents, and employees harmless from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "**Losses**") arising out of any of the foregoing activities occurring at the Complex.

(e) Floor Plans, Descriptions, and Set-Up.

(i) At least [eight (8) weeks] prior to the first Event, Licensee shall provide to SMG, for SMG's and/or the **PEMBROKE PINES** Fire Marshall's approval, One (1) copies of a full and complete floor plan/Tech Rider for the Event. Based upon a review by SMG and/or such Fire Marshall of the foregoing plan, SMG may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as SMG may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.

(ii) In addition to the floor plan delivered under clause (i) above, and at least eight (8) weeks prior to the first Event, Licensee shall provide to SMG, for SMG's review (and/or the review of any consultant or representative engaged by SMG), one (1) copies of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

(iii) At least [four (4) weeks] prior to the first Event, Licensee shall provide to SMG information relating to [room or hall set-up(s), staging, event personnel requirements, and food and beverage requirements].

(iv) Licensee shall be solely liable for any and all Losses arising from Licensee's failure to deliver to SMG the materials described in subparagraphs (i), (ii) and (iii) of this Section 1(e) within the specified time periods, including, without limitation, overtime pay and short-notice delivery fees.

2. Purpose.

(a) The Facility is to be used solely for the purpose of the **STUDENT LIFE AWARDS BANQUET.** Licensee shall not use the Facility or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "**Losses**") occurring at the Facility (whether within or without an Authorized Area) caused to SMG, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "**Laws**") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers,

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directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 15(n) hereof (relating to intellectual property matters), Section 16 hereof (relating to the Civil Rights Act), and Section 17 hereof (relating to the Americans with Disabilities Act), and Section 11 (a) v any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with SMG's General Rules and Regulations, including fire and safety rules as required by SMG and/or local fire regulations as such may exist from time to time. Without limiting the foregoing which Licensee anticipates may be performed at the Facility during the term of this Agreement. Licensee agrees that it will not allow any officer, agent, employee, licensee or invitee at, in or about the Facility who shall, upon reasonable grounds be objected to by SMG and such person's right to use the Facility may be revoked immediately by SMG.

3. Condition of Facility.

(a) Licensee acknowledges that Licensee has inspected the Facility, and that Licensee is satisfied with and has accepted the Facility in its present condition.

(b) SMG shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by SMG to accomplish the foregoing, said failure resulting from circumstances beyond the control of SMG, shall not be considered a breach of this Agreement by SMG, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by SMG.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of SMG. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of SMG, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of **SMG or the owner**. SMG may, at its election, accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify, defend, and hold harmless SMG for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. SMG assumes no responsibility whatsoever for any property placed in the Facility. Notwithstanding anything to the contrary set forth herein, Licensee shall be solely responsible and liable for any and all Losses arising out of any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth on Exhibit A.

5. License Fee, Merchandising Fee, Broadcast Fee, and Reimbursable Service Expenses and Complimentary Tickets. In consideration of the grant of the license in Section 1 above, Licensee shall pay to SMG a license fee, merchandising fee, broadcast fee, and shall reimburse SMG for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

(a) License Fee. Licensee shall pay a license fee (the "**License Fee**") equal to TWENTY-SIX THOUSAND FOUR HUNDRED SEVENTY-TWO DOLLARS AND FIVE CENTS (\$26,472.05)

(b) NA Merchandising Fee. Licensee shall pay a merchandising fee (the "**Merchandising fee**") equal to TWENTY FIVE PERCENT (25%) of gross novelty and general merchandising revenue, less all applicable taxes, and TEN PERCENT (10%) of gross recorded media revenue, less all applicable taxes, generated in connection with the Event. Merchandise sales arrangements will be made through the building.

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(c) **NA Broadcast Fee.** SMG shall retain all television, film, radio and/or recording rights to any Events which take place in or at the Facility. Licensee may purchase such rights from SMG for a broadcast fee (the “**Broadcast Fee**”) equal to **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)** (i) (\$), or (ii) in the event that Licensee desires to sell such rights to a third party after purchasing them from SMG pursuant to this clause (c), of all amounts received by Licensee from such third party under the applicable written contract between Licensee and such third party. Said contract shall be delivered to SMG not less than 24 hours prior to the commencement of any such television, broadcast, film or recording activity of any Event in or at the Facility, and shall be accompanied by a written and signed statement by Licensee that no other agreement, express or implied, written or oral, has, to its knowledge, been reached or is in the process of being reached wherein Licensee shall receive any additional monies for such rights.

(d) Reimbursable Service Expenses.

(i) SMG shall provide, as required for each Event, the following services (collectively, the “**Services**”), the expenditures for which are reimbursable by Licensee to SMG: ticket takers, ushers, security personnel, police, audio services/stagehands, catering/hospitality, and special facilities, equipment and materials, or extra services furnished by SMG at the request of Licensee [which are set forth in Exhibit B].

(ii) SMG shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse SMG for actual costs incurred by SMG in connection with the Services as provided in Section 6 below.

(iii) **NA** Box Office Services:

a. Licensee is aware of the exclusive nature of the contract between Licensor and Ticketmaster for the sale and distribution of all tickets.

b. A charge of 3.5% of Net Ticket Sales will be charged at time of settlement for any Commercial Licensee, with a minimum charge of \$500. A charge of 2.5% of Net Ticket Sales will be charged at time of settlement for any Non-Profit Licensee, with a minimum of \$500.

c. Licensee is solely responsible for any and all Credit Card Processing Fees in connection with any ticket sold through the Box Office at The Facility. The licensee shall pay SMG a flat percentage of 4% of the Face Value of ticket during settlement of the event.

(iv) Complimentary Tickets: Licensee agrees to provide Licensor, at no cost or expense to Licensor, with Six (6) tickets for each session of the Event, with locations of seats to be in the highest priced category available for sale to the general public. Licensee is entitled up to 200 comp tickets without incurring a facility surcharge; any comp tickets in excess of this amount shall be approved by Licensor and, if approved, a facility surcharge may be applied on such additional comps. Licensee may take up to \$20,000.00 (Twenty Thousand Dollars) on consignment tickets if approved by Licensor and subject to Licensee entering into an approved consignment agreement with Licensor. Each consignment ticket sold by licensee shall be accessed a \$3.00 Facility Surcharge, and \$0.50/ ticket Printing Fee for a Commercial Licensee; a Non-Profit Licensee shall be accessed a \$2.00 Facility Surcharge, and \$0.25/ ticket Printing Fee.

6. Payment Terms.

(a) License Fee. The License Fee set forth in Sections 5(a) of this Agreement shall be paid by Licensee as provided in Exhibit B attached hereto

(b) Reimbursable Service Expenses. On or about twenty-one (21) days prior to the first Event, SMG shall deliver to Licensee an expense report estimate (“Expense Report Estimate”), setting forth SMG’s estimate of all expenses which SMG will incur in connection with the Services. Upon the conclusion of the Event, SMG shall deliver to Licensee an expense report setting forth expenses actually incurred by SMG for the Services (“Actual Expense Report”). In the event the amount reflected in the Actual Expense Report exceeds the amount reflected in the Expense Report Estimate, Licensee shall promptly pay to SMG the amount of the excess. In the event the amount reflected in the Expense Report Estimate exceeds the Amount reflected in the Actual Expense Report, SMG, will

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promptly pay to Licensee within 10 (ten) business days after the conclusion of an Event, for any such excess. Notwithstanding anything to the contrary set forth in this Agreement, SMG's failure to deliver either the Expense Report Estimate or the Actual Expense Report shall not excuse Licensee's obligation to pay any amounts due hereunder.

(c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to SMG a late charge of 1.5% per month on the unpaid balance.

(d) Insufficient Funds. If insufficient funds are recorded at least fourteen (14) days prior to the scheduled event, Licensee must provide the Licensor with a Certified Check to cover the balance of the Reimbursable Service Expenses at that time or the scheduled event is subject to cancellation.

7. Revenues and Costs. SMG shall retain one hundred percent (100%) of all revenues generated in connection with parking lot/valet fees and the sale of food and beverages at the Facility. In addition to payment of the Reimbursable Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Facility, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event.

8. Records, Reports, and Audits.

(a) Records. Licensee shall maintain accurate books and records with respect to its activities at the Facility, including, but not limited to, the costs and revenues of each Event. Licensee shall keep and preserve such books and records at all times during the term of this Agreement and for at least three (3) years following the expiration or termination hereof.

(b) Reports. Licensee shall deliver to SMG no later than 10 (ten) days after the date of a revenue-generating Event for the account of SMG a detailed written notice of the amounts claimed to be due to SMG pursuant to Sections 5(a), 5(b), 5(c), and 6(a) of this Agreement (each a "**Statement**"). Each Statement shall detail (i) with respect to ticket sales, all tickets sold and all amounts collected by Licensee, with all deductions (sales tax, etc.) therefrom, (ii) with respect to novelty and merchandizing revenue, all items sold and all amounts collected by Licensee, with all deductions (sales tax, etc.) therefrom, and (iii) with respect to broadcast revenues, a detail of all broadcast revenues collected by Licensee, with all deductions (sales tax, etc.) therefrom. Statements shall be deemed incontestable unless objected to by SMG, in writing, specifying the nature of and reasons for such objection, within twelve (12) months after receipt by SMG.

(c) Audits. Licensee shall give SMG and its representative's access to the books and records Licensee maintains pursuant to Section 8(a) above at any time when so requested by SMG. Licensee shall also provide, at Licensee's own expense, a copy of any such book or record upon request. To the extent that any Statement prepared by Licensee has become contestable, SMG shall have the right to cause nationally recognized independent auditors to audit all of the books and records of Licensee relating to such Statement. If any such audit demonstrates that the revenues or expenses reflected in any Statement are understated (in the case of revenues) or overstated (in the case of expenses), in either case by more than five percent (5%), Licensee shall pay to SMG the reasonable cost of such audit. In any event, Licensee shall promptly pay to SMG the portion of any License Fee, Merchandising Fee, or Broadcast Fee due to SMG as a consequence of such overstatement or understatement.

9. Taxes. SMG shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

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10. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to SMG not less than thirty (30) days prior to the first Event set forth on Exhibit A and shall keep in force at all times during the term of this Agreement:

(i) a comprehensive general liability insurance policy in form acceptable to SMG, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants, legal liability activities or issues related to the Event hereunder: sporting events, high risk events (including, without limitation, rap concerts), performers, volunteers, animals, off-premise activities, and fireworks or other pyrotechnical devices;

(ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to SMG for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, SMG, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage); and

(iii) Applicable workers' compensation insurance for Licensee's employees, as required by applicable law.

(iv) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(v) SMG and Owner shall be named as additional insureds thereunder. Not less than thirty (30) days prior to the first Event set forth on Exhibit A, Licensee shall deliver to SMG certificates of insurance evidencing the existence thereof, all in such form as SMG may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of SMG, Risk Management Director, 300 Conshohocken State Rd. Ste 770, West Conshohocken PA 19428, and the General Manager at 601 City Center Way, Pembroke Pines, Florida 33025" If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to SMG at least Fourteen (14) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(vi) The coverage provided under such policies shall be occurrence-based, not claims made.

(vii) The coverage limits contained on such policies shall be on a per-occurrence basis only.

(viii) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.

(ix) The terms of all insurance policies referred to in this Section 10 shall preclude subrogation claims against SMG and Owner and their respective officers, directors, employees, and agents.

(x) The failure of the Licensee to provide insurance in accordance with this Section 10 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 12 below, preclude the Event from taking place.

11. Indemnification.

(a) Licensee shall indemnify, defend, and hold harmless Licensor, ASM Global Parent, Inc., and the City of Pembroke Pines, Owner, and their respective officers, directors, agents, and employees (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "losses") occurring at the Facility (whether within or without an

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Authorized Area) caused to Licensor, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event, as well as, arising from (vi) the matters described in Section 1(e)(iii) hereof, (vii) the matters described in Section 2(b) hereof.

(b) The provisions set forth in subparagraph (a) above shall survive termination or expiration of this Agreement.

12. Default, Termination and Other Remedies.

(a) Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Reimbursable Service Expenses) when the same are required to be paid hereunder or (B) to provide the security required under Section 6(c) hereof by the date when due, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or (iii) Licensee makes a general assignment for the benefit of creditors. SMG shall be in default under this Agreement if SMG fails to perform or fulfill any term, covenant, or condition contained in this Agreement and SMG fails to commence a cure thereof within five (5) business days after SMG has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then SMG may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

(b) Termination by Reason of Default. Upon a default pursuant to Section 12(a) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, SMG may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by SMG for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

(c) Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, SMG shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts.

(d) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, SMG shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(e) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to SMG by reason of this Agreement are unique and that SMG may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore SMG, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable

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CHARLES F. DODGE CITY CENTER

relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility, or to provide evidence of fulfillment of its obligations under Section 14(m) of this Agreement.

13. **Cancellation by Licensee:** In the event Licensee cancels this license Agreement prior to or during its event, except for any of the following events: fire, flood, riot, earthquake, strike by Operator's employees, civil commotion, Act of God, war, terrorism, or any law, ordinance, rule or regulation, which becomes effective after the date of this Agreement, or any other clause beyond the reasonable control of Operator and/or Owner, Operator and/or Owner shall not be liable to the Licensee for such delay or failure to perform. If deposits are not received on the dates specified, the booking may be subject to cancellation. Re-booking will be made only upon receipt of payment and to the extent that the function space is available. In the event that the meeting room(s) is cancelled by the Client (due to no fault of the Center) a cancellation fee will be charged as follows:

Cancellations of events must be in writing.

- i. If Cancellation Notice is received at least 24 months prior to the Event Date, 10% of the original estimated cost of the Event is due and payable to the Center.
- ii. If Cancellation Notice is received less than 24 months but at least than 18 months prior to the Event Date, 25% of the original estimated cost of the Event is due and payable to the Center.
- iii. If Cancellation Notice is received less than 18 months but at least than 12 months prior to the Event Date, 50% of the original estimated cost of the Event is due and payable to the Center.
- iv. If Cancellation Notice is received less than 12 months but at least than 30 days prior to the Event Date, 65% of the original estimated cost of the Event is due and payable to the Center.
- v. If Cancellation Notice is received less than 30 days prior to the Event Date, 100% of the cost guaranteed for the Event (see section on Reductions) is due and payable to the Center.
- vi. If the Center does not receive required deposits, this Agreement and planning documents at required times, the Center has the option to cancel the event and is under no obligation to Licensee.

14. **Representations and Warranties.** Each party hereby represents and warrants to the other party, and agrees as follows:

- (a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- (b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and
- (c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

15. **Covenants.** Licensee hereby covenants as follows:

- (a) Licensee shall not occupy or use the Facility except as provided in this Agreement.
- (b) Licensee shall comply with all legal requirements which arise in respect of the Facility and the use and occupation thereof.
- (c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "**Hazardous Material**" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

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CHARLES F. DODGE CITY CENTER

(d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of SMG.

(e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of SMG. If approval is granted by SMG, then all monies received from such broadcast will be considered as broadcast revenues for the purpose of determining the Broadcast Fee due to SMG.

(f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility except upon prior written permission of SMG.

(g) Licensee shall not operate any equipment or materials belonging to SMG without the prior written approval of SMG.

(h) Licensee, its officers, directors, employees, agents, members, or other representatives shall not “scalp” tickets for an Event, to the extent applicable. Licensee and its representatives shall provide assistance to SMG in its efforts to control and prevent such ticket “scalping”.

(i) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exit-ways shall be maintained in such manner as to be visible at all times.

(j) If the Licensee Fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the Facility, without first having made a written request and received the prior written consent of SMG. In such event, donations or collections are granted by SMG in lieu of an admission ticket, then all such monies received from such collections or donations will be considered as ticket revenues for the purpose of determining the License Fee due to SMG.

(k) Licensee shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of SMG.

(l) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the “**Works**”), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. Licensee agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. Licensee further agrees hereby to provide to SMG any such compliance evidence as may be requested by SMG in advance of or after any such Event. Licensee agrees that the obtaining and maintaining of such evidence by Licensee is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless SMG and all other Indemnitees (as that term is defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display, or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

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CHARLES F. DODGE CITY CENTER

(m) Licensee shall not engage in the sale and/or distribution of food and/or beverages at the Facility.

(n) Licensee shall use the Facility's logo in all advertising controlled by or done on behalf of Licensee relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. Licensee's right to use the Facility Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by SMG in writing prior to the use thereof. In connection with Licensee's use of the Facility Logo as permitted in this Section 14(o), Licensee shall use only the form of the Facility Logo as provided by SMG to Licensee in any artwork or other depiction thereof.

16. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

17. Americans With Disabilities Act. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any violations of the ADA, including, without limitation, those that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

18. Use of Information. Licensee hereby acknowledges and agrees that SMG shall have the right to disclose to recognized industry sources that track event activity information relating to any Event, including, without limitation, the identity of performers or other participants of the Event, attendance figures, and gross ticket revenue for the Event.

19. Construction of this Agreement

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of The State of Florida, without giving effect to the conflict of law principles thereof.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way, are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the representations, warranties, covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of SMG and Licensee with respect to the Facility and the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, OR SALES PERSON OF EITHER PARTY HERETO, OR OF THE OWNER OR ANY THIRD PARTY HAS THE AUTHORITY TO MAKE, HAS MADE, OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE, OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT. THE LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT IS SOLELY THAT OF THE LICENSEE'S OWN DETERMINATION AND JUDGMENT.

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CHARLES F. DODGE CITY CENTER

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of SMG, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

(g) Independent Contractor; No Partnership. SMG and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, SMG or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

20. Miscellaneous.

(a) Administrative Fees. All Food & All food and beverage charges are subject to a 22% Administrative Fee. This Administrative Fee is retained to defray administrative costs; and a portion is to be used as a tip, gratuity or service charge.

(b) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

(c) Assignment. SMG shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, SMG shall have no further liability to Licensee hereunder for the performance of any obligations or duties arising after the date of such assignment. To the extent Owner retains another management company to manage the Facility, any references to SMG herein shall be deemed changed to reference such management company, as agent for Owner.

(d) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

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CHARLES F. DODGE CITY CENTER

If to SMG: SMG
601 CITY CENTER WAY
PEMBROKE PINES, FL 33025
Attention: General Manager

With a copy to: SMG
300 Conshohocken State Rd. Ste 770
West Conshohocken PA 19428
Attention: Director of Risk Management

If to Licensee: Office of General Counsel, Broward College
111 East Las Olas Blvd. STE 500
Fort Lauderdale, FL 33301
Attention: Donald Astrab

(d) Non-Exclusive Use. SMG shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

(e) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

(f) Acts and Omissions of Third Parties. SMG shall not be liable in any way for any acts and/or omissions of any third party to this Agreement, including, without limitation, any ticket agency used by SMG in connection with the sale of tickets for any Event.

(g) Non-Resident Aliens. Licensee acknowledges that, in the event Center believes, in its sole discretion, that any of the artist(s) or performer(s) that are the subject of the Event may be “non-resident aliens”(as defined in Section 7701(b)(1)(B) of the United States Internal Revenue Code (“IRC”), then Center shall have the right, notwithstanding any provision of this Agreement to the contrary, to withhold up to thirty percent (30%) of any amounts owed by Center to Lessee here under, for purposes of remitting such amounts to the United States Treasury in compliance with IRC Section 1441; provided, however, Center shall not withhold any amounts in the event either (i) Lessee provides to Center prior to the Event a written certification, in a form acceptable to Center in its sole discretion, that there are no “non-resident aliens” (as defined under the IRC) performing at the Event, and Center has no reasonable basis to believe otherwise, or (ii) such artist(s) or performer(s) have, prior to the Event, entered into a Central Withholding Agreement (“CWA”) with the IRS and a withholding agent, and Center has been provided with a copy of the CWA prior to the Event.”

Licensee must provide evidence of a valid CWA prior to the event day; Absent said CWA the Center will withhold and remit directly to the United States Treasury in the amount equal to but not less than 30% of net Box Office receipts minus venue expenses.

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CHARLES F. DODGE CITY CENTER

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

SMG

By: _____

Name: Corey Brix

Title: General Manager

[THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA]

By: _____

Name: _____

Title: _____

Initial _____

CHARLES F. DODGE CITY CENTER

EXHIBIT A TO USE LICENSE AGREEMENT

| <u>Authorized Area</u> | <u>Date</u> | <u>Time of Use</u> | <u>Purpose</u> |
|------------------------|----------------|--------------------|--------------------------------|
| Lobby & Great Hall | April 16, 2025 | 6:00 am – 11:59 pm | Student Life Awards Banquet |

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CHARLES F. DODGE CITY CENTER

EXHIBIT B TO USE LICENSE AGREEMENT

CHARLES F. DODGE CITY CENTER

1. Additional Reimbursable Service Expenses. At the request of Licensee, the following special facilities, equipment, materials, and extra services will be furnished by SMG for the Event: ticket takers, ushers, security personnel, police, audio visual services/stagehands, catering/hospitality, and special facilities, equipment and materials.

2. License Fee and Service Expenses:

(d) Licensee shall pay a license fee (the "License Fee") equal to TWENTY-SIX THOUSAND FOUR HUNDRED SEVENTY-TWO DOLLARS AND FIVE CENTS (\$26,472.05)

(e) (a) Fixed License Fee: The fixed License Fee set forth in Section 5(a) above shall be paid in accordance with the following schedule:

Payment Due Date

Payment of License Fee and Service Expenses shall be done according to the following payment schedule:

| <u>Pavable</u> | <u>Amount</u> | <u>Payment Due Date</u> |
|----------------|---------------|-------------------------------|
| Deposit | \$5,000.00 | Due Upon Signing the Contract |
| Full Payment | \$21,472.05 | Due 30 days before the event |

Initial _____

CHARLES F. DODGE CITY CENTER

CHARLES F. DODGE
CITY CENTER
PEMBROKE PINES



601 City Center Way
Pembroke Pines, FL 33025
Phone: (954) 392-9480

ESTIMATE
Date: 09/21/2024
0.00

Bill To:
Broward College
7200 Pines Blvd
Pembroke Pines, FL 33024
Attn: Lauren Adamo

*Please contact Amanda Gallagher at
954-392-9481 if you have any
questions regarding this ESTIMATE.*

Estimate - For Student Life Awards
To be held from April 16, 2025 thru April 16, 2025

| Rent | No. of Days | Amount | Discount | Total |
|------------------------------------|--------------------|---------------|-----------------|---------------|
| Great Hall Waived with F&B Minimum | 1 | 3,000.00 | 100.00% | - |
| Sales Tax | | - | | - |
| Total Rent | | | | \$0.00 |

| Personnel | Hourly Rate | QTY | Hours | Total |
|-----------------------------|--------------------|------------|--------------|-------------------|
| Venue Manager | 32.00 | 1 | 8.00 | 256.00 |
| Event Security Supervisor | 31.00 | 1 | 7.00 | 217.00 |
| Event Security | 29.00 | 3 | 7.00 | 609.00 |
| VIP Lot | 29.00 | 1 | 5.00 | 145.00 |
| Police Officer | 62.00 | 2 | 5.00 | 620.00 |
| Event Set Up | 23.00 | 4 | 6.00 | 552.00 |
| Event Break Down | 23.00 | 4 | 4.00 | 368.00 |
| Event Janitorial Labor | 28.00 | 3 | 5.00 | 420.00 |
| Post Event Janitorial Labor | 28.00 | 4 | 4.00 | 448.00 |
| Janitorial Labor Supervisor | 45.00 | 1 | 9.00 | 405.00 |
| Sales Tax | | | - | - |
| Total Personnel | | | | \$4,040.00 |

| Equipment | Daily Rate | Qty x Days | Amount | Total |
|---|-------------------|-------------------|---------------|-------------------|
| Lighting Package - 50% Discount | 600.00 | 1 | 300.00 | 300.00 |
| Sound Package - 50% Discount | 800.00 | 1 | 400.00 | 400.00 |
| Mic Package - 50% Discount | 500.00 | 1 | 250.00 | 250.00 |
| Ground Lighting Package | 500.00 | 1 | 500.00 | 500.00 |
| Wireless or Lavalier Microphone | 75.00 | 1 | 75.00 | 75.00 |
| Laser Christie Projector - 50% Discount | 1,000.00 | 1 | 500.00 | 500.00 |
| Incidentals (Batteries, Spike Tape, etc.) | 100.00 | 1 | 100.00 | 100.00 |
| Dance Floor - per piece | 10.00 | 50 | 500.00 | 500.00 |
| Sales Tax | | | - | - |
| Total Equipment | | | | \$2,625.00 |

| Stagehands | Total |
|-------------------------|-------------------|
| Stagehands | \$2,605.05 |
| Sales Tax | - |
| Total Stagehands | \$2,605.05 |

| Food & Beverage | Qty | Event Rate | Total |
|----------------------------|------------|-------------------|------------------|
| Dinner Buffet | 300 | 47.00 | 14,100.00 |
| Administrative Fee - 22% | 1 | 3,102.00 | 3,102.00 |
| Total Other | | | 17,202.00 |

Total Estimated Cost for Broward College \$26,472.05

Client/Lessee Signature Date
Representative

Charles F. Dodge City Center Date
Representative

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CHARLES F. DODGE CITY CENTER

EXHIBIT C TO USE LICENSE AGREEMENT

CHARLES F. DODGE CITY CENTER

1. COVID 19 Specific Event Rules:
 - a. The minimum requirement for social distancing is 6 feet, and is recommended
 - b. Masks are recommended for anyone who enters the City Center Complex.
 - c. Health Screening must be incorporated into the licensee's operational plan, and may be enforced.
 - d. Limitation on capacity may be required and will vary depending on the type of event.
2. The location of entrance units and lobby displays, provided by the client or decorator, must be approved by the CFDCC staff.
3. Use of CFDCC equipment, supplies, carts, dollies, and other materials is limited to CFDCC personnel unless approved by Operations and/or Event Manager.
4. CFDCC personnel must perform the movement of Center's furniture, fixtures and equipment only.
5. House lighting, ventilation, and air conditioning will be provided as required during show hours. Energy conservation is of prime concern and minimal light and comfort levels will be maintained during show move in/out.
6. Passenger elevators and all escalators are to be used by the general public and should not be used for any freight or equipment movement. Any freight or equipment movement will be limited to the service elevator.
7. Motorized vehicles and equipment (i.e. carts, forklifts, scooters, etc.) and other moveable equipment (i.e. dollies, pallet jacks, etc.) are not permitted in any lobby, pre-function, meeting room or ballroom space without prior approval of Event Manager or Operations Manager.
8. Use of glitter and confetti is not permitted in the Center without the prior approval of the Event Manager. There are costs associated with the clean-up of glitter, confetti and related materials and are the Licensee's responsibility.
9. The sale or distribution of novelty merchandise is prohibited without prior approval of Sales and/or Event Manager. All distributed materials, whether for sale or at no cost, must be distributed from locations approved by Event Manager.
10. Holes may NOT be drilled, cored, punched, stapled, or pinned into any part of the interior or exterior premises.
11. CFDCC office telephones, computer, and printers are reserved exclusively for CFDCC operations. CFDCC numbers may not be published as official show or convention number.
12. Animals and pets are not permitted in the Center except in conjunction with an approved exhibit, display, show, etc. Service animals are permitted, and the owner will be fully responsible for his/her animals.
13. All facility utilities are property of CFDCC and it is prohibited to access, tamper or otherwise utilize said utilities without prior written approval of Operations and/or Event Manager. Costs for repairs, damages, etc. resulting from unauthorized use of utilities are Licensee's responsibility.
14. Any and all unsafe conditions or activities will be terminated immediately upon request. The Center will remove disruptive parties as necessary.
15. CFDCC provides on an exclusive in-house basis, all electrical, utility, event staff security, technical services personnel, telecommunications and food and beverage services.

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CHARLES F. DODGE CITY CENTER

16. No food or beverages including alcoholic beverages may be brought into the Center without prior written permission from the Food & Beverage Manager. CFDCC may prohibit the consumption of alcoholic beverages at any time.
17. The sale of alcoholic beverages must end at 2am, as per the City of Pembroke Pines alcoholic sales ordinance.
18. Adhesive backed decals & stickers may not be distributed in the Center. Costs associated with the cleanup & related materials are the Licensee's responsibility.
19. No double sided tape, painters tape, or duct tape is allowed on carpet or epoxy floors. The only approved tapes allowed are vinyl or gaff tape.
20. Helium balloons are **PROHIBITED** inside the Center.
21. Candles, incense, and any open flames are **NOT** permitted inside the facility without approval of the Fire Marshal or with Fire Watch on site. Warming sternos are allowed in the facility with approval of Food & Beverage Manager or Event Manager.
22. Exterior banners are allowed outside the facility as long as there is no nailing, gluing, or taping to the facility.
23. Events taking place outside on the Plaza with the use of speakers for any purpose, must not pass 11pm as per the City of Pembroke Pines noise ordinance.
24. All electrical cords should be taped down immediately after placement. CFDCC does not provide electrical cords or tape.
25. Concealed Weapons or Firearms, defined under "Florida Statues", are **PROHIBITED** inside the Center. Contact the Security Manager for details.

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1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida (“BC”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum - General (“Addendum”) into the ~~Agreement~~ between BC and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement’s terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

4. Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from BC, provide BC with a copy of the requested records or allow the records to

be inspected or copied within a reasonable time at a cost that does not exceed the cost 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 records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to BC.

(d) Upon completion of the Agreement, transfer, at no cost, to BC all public records in possession of Vendor or keep and maintain public records required by BC to perform the service. If Vendor transfers all public records to BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BC, upon request from BC’s custodian of public records, in a format that is compatible with the information technology systems of BC.

(e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT THE BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND BE GROUNDS FOR TERMINATION.

5. Sovereign Immunity. Nothing in the Agreement shall act, or be construed to increase or alter BC’s liability for tort claims beyond the waiver of sovereign

immunity limits set forth in Section 768.28, Florida Statutes.

6. Compliance. In its performance, Vendor shall, at its own expense, at all times in the term, do the following:

- a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
- b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements; and
- c. Privacy: comply with all applicable state and federal laws and BC policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). In the event that BC will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, BC and Vendor will enter into a separate agreement which will govern the use of the PHI. Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor.

7. E-Verify. If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.

8. General Provisions.

a. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the

term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

b. Warranties. Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

c. Marketing. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use.

d. Insurance. BC, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and at BC's request, name BC as additional insured on Vendor's policies. All policies shall be in a form and with deductible limits satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of insurance shall be provided to BC upon request and timely renewals of such insurance shall be provided to BC. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving BC thirty (30) days' written notice prior to the effective date of cancellation. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against BC for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request.

e. Third Parties. BC is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiaries to the Agreement.

f. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

g. Travel Expenses. If BC is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing.

h. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. Termination. Upon giving at least thirty (30) days' written notice to Vendor, BC may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. BC shall not be liable for any early termination charges.

j. Records. Vendor agrees to keep and maintain, separate and independent records pertinent to the performance of the Agreement, in accordance with generally accepted accounting principles. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.

k. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) grants of exclusivity by BC to Vendor; (b) restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) automatic renewals of the term of the Agreement; (e) limitations of time to bring suit or claims; (f) granting Vendor any right to audit BC; (g) Attorneys' or collection fees provisions; (h) arbitration and mediation clauses; and (i) indemnification of Vendor by BC.

l. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of BC, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

m. Miscellaneous. For clarity, the Vendor agrees that the total amount due under the Agreement including the License Fee and Service Expenses, the Administrative Fee and food and beverage charges, is \$26, 472.05. Further, Vendor agrees that Sections 5(b), 5(c), 5(d)(iii) and 20(g) are not applicable to this Agreement.

By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: SMG d/b/a Charles F. Dodge City Center

By: _____
Name: COREY BRIX
Title: GM
Date: 11/4/24