

4.2. **Other Fees and Charges.** In addition to the License Fees, Licensee shall pay Event Related Fees to Operator. "Event Related Fees" shall be the total fees for food and beverages, plus ancillary expenses such as tables and chairs, special equipment, utility hookups, Internet and data connections, skilled and unskilled labor, security personnel, decorators, equipment rental, labor, and any other services, goods, and support personnel provided by Operator or its affiliates for the Event. Event Related Fees are described in Exhibit B or in an "Event Order." At least thirty (30) days prior to the commencement of the License Period, the Parties shall complete an event estimate form identifying all catering, equipment rental, labor costs, or other services, and any other ancillary services required for the Event, and itemizing the total estimated fees for food and beverages and other Event Related Fees (the "Event Order"). The final Event Order approved in writing by Licensee shall automatically become a part of this Agreement, and Licensee agrees to pay all Event Related Fees set forth in the Event Order. Any use by Licensee of the following services shall be included in Event Related Fees at the then-prevailing rates and must be obtained through vendors identified by Operator: security, utilities (other than as provided in Section 5.1 below), emergency medical technicians (EMTs), communications, mechanical rigging, technical services personnel, box office services, catering, and concessions. The estimated ancillary payment is due before the first day of move-in.

4.3. **Sales, Use, and Other Taxes.** Unless Licensee is tax-exempt, Licensee shall remit to Operator all required sales and use taxes on all amounts payable to Operator associated with this Agreement. The current sales tax rate is seven percent (7%). Any amounts due to other vendors associated with the Event are also subject to applicable sales/use taxes. If Licensee is tax-exempt, Licensee shall provide Operator with a current Florida Consumer's Certificate of Exemption prior to any use of the Facility. Licensee further acknowledges that Operator has no duty or responsibility whatsoever to Licensee or its Invitee(s)/Patron(s) relating to registering exhibitors, enforcing compliance with tax laws, or notifying Licensee or any Invitee(s)/Patron(s) of any changes in laws, regulations, or ordinances concerning the payment of taxes and fees.

4.4. **Method of Payment.** All amounts due by Licensee to Operator under this Agreement shall be made by wire transfer ACH, certified check, credit card or cashier's check, payable to "Broward County Convention Center," in lawful United States currency, or other approved methods of payment accepted by Operator. Payment shall be delivered to Operator's Director of Finance or General Manager for the Facility. No monies or compensation of any form should be paid to any other employee of Operator at any time. **Credit card payments are subject to a service charge fee.**

4.5. **Deposits/Time of Payment.** Licensee shall pay Operator in accordance with the schedule below. All deposits are nonrefundable, and no interest shall be due from Operator to Licensee on such deposits. Time is of the essence for all of Licensee's payment obligations to Operator.

DEPOSIT SCHEDULE	DUE DATE	AMOUNT
License Fees Initial Deposit	June 27, 2025	\$5,000.00

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overhead lighting; restroom facilities; and normal janitorial services. Failure to furnish any of the foregoing due to circumstances beyond the control of Operator shall not be a breach of Agreement. Licensee acknowledges that these services will be provided only to the extent of availability and subject to use by other users of the Facility during the Event.

5.2. Services Not Included in License Fees. All services, equipment, and personnel not provided by Operator pursuant to Section 5.1 are not included in the Licensee Fees and shall be paid for by Licensee. These additional costs include, but are not limited to:

- (a) Guest Services (such as security, crowd, and traffic personnel);
- (b) Nursing or medical personnel;
- (c) Seating arrangements other than standard seating;
- (d) Stagehand and stage lighting and operation;
- (e) Sound set-up and operations, including technicians (other than normal house public address system);
- (f) Insurance;
- (g) Equipment as outlined on equipment rental list;
- (h) Bulk trash removal;
- (i) Food and beverage;
- (j) Exhibit aisle and booth cleaning services;
- (k) Box office services;
- (l) Move-in and move-out air conditioning and/or heat; and
- (m) Parking.

Operator has the right to determine the number of personnel required to perform any of the services described in this Agreement, whether any or all such functions are provided at Licensee's expense or by Licensee. For all Sporting/Competitive events with more than 300 attendees, Licensee is required to hire a designated medical & safety technician/trainer, to administer emergency first aid treatment, in addition to any EMT(s) provided by Operator.

The full Ancillary Estimate must be collected BEFORE the first contracted day (Move-in) as outlined in ARTICLE 3 (3.2).

5.3. Security. Operator has the right to review, in advance of the Event, proposed security staffing levels. If Operator requests Licensee increase or change its security arrangements, Licensee shall promptly comply with such request at Licensee's sole cost.

5.4. Utilities. Operator has the exclusive right to provide, directly or through independent contractors, all utility services in the Facility (e.g., electric, telecommunications, plumbing, and compressed air). Except as provided in Section 5.1 of this Agreement, Licensee is responsible for all utilities costs.

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8.2. Licensee shall, throughout the License Period, maintain the following policies of insurance:

(a) *Comprehensive General Liability* - Coverage shall have limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for personal injury, contractual liability, operation of mobile equipment, products/completed operations, and liquor law liability. The contractual liability coverage shall be specifically endorsed to cover this Agreement and specifically mention coverage for Licensee’s indemnification obligations contained in this Agreement.

(b) *Workers’ Compensation* - Coverage shall comply with all State and federal requirements and will be in the statutory required limits. All employees of Licensee must be covered by Workers’ Compensation.

(c) *Employers Liability* - Coverage shall be placed with limits not less than \$1,000,000 per incident.

(d) *Automobile Liability* - Coverage shall be acquired for all owned, non-owned, hired, and leased vehicles of Licensee, including the loading, and unloading thereof. Limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage shall be maintained.

8.3. Licensee shall ensure that both “Broward County” and Operator are listed and endorsed as additional insureds on all policies required under this Agreement, and that each required policy provides coverage for County’s and Operator’s respective past, present, and future officers, directors, agents, and employees.

8.4. Licensee shall furnish to Operator at least thirty (30) days prior to commencement of use of the Facility certificate(s) of insurance as evidence that the required coverage shall be in effect on or before the start of the License Period. Should Licensee fail to provide such certificate(s) as required by this Agreement, Operator may, but shall not be obligated to, obtain said policies of insurance at Licensee’s expense, or Operator may cancel the Event(s) without penalty to Operator.

8.5. Licensee shall ensure that all insurance coverages required by this article shall remain in full force and effect throughout the License Period and only end after all performance required by Licensee has been completed, as determined by Operator. Licensee or its insurer shall provide written notice to Operator of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide Operator with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Licensee shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

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paid under this Agreement as its sole remedy and releases any and all claims it may have against Operator and Broward County.

9.2. Force Majeure. Operator may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented, or rendered impractical by any event beyond the reasonable control of Operator, including, without limitation: fire, flood, riot, earthquake, civil commotion, insurrection, labor disputes, strikes, wars, shortage of or inability to obtain materials, supplies or utilities, or any law, ordinance, rule, or regulation. In any such event, neither Operator or County shall not be liable to Licensee for Operator’s delay or failure to perform its obligations. However, if such cancellation occurs prior to the License Period, Operator shall refund any part of the License Fee already paid by Licensee, less all costs and expenses already incurred by Operator in connection with the Event, with Licensee responsible for all other costs associated with the Event. If such cancellation occurs after the License Period begins, the License Fee shall be reduced in the same proportion which the elapsed License Period bears to the total License Period, less any fees for services rendered, or personnel or equipment provided to the date of termination, with Licensee remaining liable for all other costs of the Event. The foregoing refund shall be Licensee’s sole remedy, and Operator shall not be liable for any other damages, compensation, or otherwise, by reason of such termination.

9.3. Termination of Operator’s Agreement with County. If County’s agreement with Operator is terminated for any reason, neither Operator nor County shall be responsible or liable to Licensee for any delay, inconvenience, or damages of whatever nature suffered by Licensee under this Agreement.

9.4. Notice of Termination. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.5. Damages Due to Termination. Operator and County shall not be responsible to Licensee for any special, incidental, indirect, or consequential damages related to or arising from termination of this Agreement as permitted under this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1. Time of the Essence. Time is of the essence for Licensee to perform each and every one of the duties, obligations, and responsibilities required of Licensee by this Agreement.

10.2. General Use Requirements. Licensee shall not knowingly use the Facility, or knowingly permit it to be used by any employee, agent, or Invitee(s)/Patron(s):

- (a) For any illegal purpose;

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10.5. Copyrights, Royalties, and Trademarks. Licensee represents, warrants, and agrees that no music, literary or artistic work, or other property protected by copyright will be performed, reproduced, or used, nor will the name or logo of any entity protected by trademark be reproduced, during Licensee’s use of the Facility unless Licensee has obtained written permission from the copyright or trademark holder. Licensee covenants to comply strictly with all laws respecting copyright, royalties, and trademarks.

(a) Novelty Fee: Applies to any merchandise commemorating the event sold. Operator shall retain 30% of gross receipts or may determine a buy-out option, based on the number of attendees. All vending must be approved by Operator prior to being displayed. Operator reserves the right to approve or deny all vending based on the nature of the merchandise.

10.6. Operator’s Right of Entry. Operator does not relinquish and retains the right to enforce all rules for the management and operation of the Facility, including removal of any person who, in the sole judgment of Operator, is disrupting or obstructing the proper operation and management of the Facility. Representatives of Operator and the County have the right to enter Authorized Areas without providing notice to Licensee. Notwithstanding the license of the Authorized Areas, the Facility shall at all times be subject to Operator’s right to control.

10.7. Nonexclusive Use. Unless expressly stated in this Agreement, Licensee’s use of the Facility is nonexclusive, and Operator may license other sections of the Facility to other parties for use during the Event. In such circumstances, Operator shall have the right to use or permit the use of any portion of the Facility not licensed to Licensee under this Agreement to any person, firm, or entity, regardless of the nature of the use of such other space. Operator’s General Manager shall have full and final authority as to the use of such space. Licensee agrees to cooperate in good faith with Operator and personnel of the Facility and with those persons using other portions and areas of the Facility, especially during periods of ingress and egress, in order to make mutual use of the Facility harmonious and agreeable.

10.8. ADA. The Facility is owned by a public entity subject to the Americans with Disabilities Act (the “ADA”) and is accessible to persons with disabilities as required by the ADA. Licensee is responsible for making its activities accessible to individuals with disabilities attending the Event, including providing any auxiliary aids or services needed by Invitee(s)/Patron(s) and Guests in order for them to effectively participate in the Event. If Licensee fails to do so, Operator shall have the right, but not the obligation, to arrange for such accommodation and Licensee shall reimburse Operator for such accommodation. If Licensee claims that the Facility does not comply with the ADA, or Licensee receives a complaint that the Facility does not comply with the ADA, Licensee shall give prompt written notice to Operator of such alleged noncompliance. Operator shall not be required to remove any architectural or communications barrier that is structural in nature prior to or in connection with the Event, except to the extent Operator is otherwise required to do so by the ADA.

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10.9. HVAC. Failure of Operator to maintain a satisfactory temperature level within the Facility shall not constitute a breach of this Agreement or give rise to any claim whatsoever by Licensee against Operator. In the event of an HVAC breakdown, Operator will exercise all due diligence and handle such an occurrence as an emergency repair.

10.10. Emergency Powers. Operator may extinguish all lights in the Authorized Areas, cease operation of the air conditioning system, terminate service of any other utilities within the Facility, order evacuation of all or any portion of the Authorized Areas, or cause to be removed therefrom any person, materials, equipment, or other items if, in Operator’s judgment, circumstances of a dangerous or unusual nature are occurring or have occurred, or Operator reasonably believes, in its sole judgment, are about to occur, or such action is necessary to secure the safety and welfare of persons or property. Licensee waives and releases any rights or claims for damages against Operator, County, and their agents arising from or in connection with such action by Operator.

10.11. No Authority. Nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties, and Licensee shall not have authority to act as officer, employee, or agent of Operator. Licensee shall not have the right to bind Operator to any obligation not expressly undertaken by Operator under this Agreement.

10.12. Representation of Authority. Licensee represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Licensee, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Licensee has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Licensee. Licensee further represents and warrants that execution of this Agreement is within Licensee’s legal powers, and each individual executing this Agreement on behalf of Licensee is duly authorized by all necessary and appropriate action to do so on behalf of Licensee and does so with full legal authority.

10.13. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision of the State of Florida with certain regulatory authority, any action taken by County relating to this Agreement or the operation of the Facility is purely as an intended third-party beneficiary of this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County’s regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as an intended third-party beneficiary to this Agreement.

10.14. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall

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a default by Licensee, and permits Operator to immediately terminate this Agreement in addition to any other remedies available under this Agreement for default, whether at law or in equity.

10.21. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm’s-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. Operator’s or 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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

10.22. Compliance with Laws. Licensee’s use of the Facility and conduct under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

10.23. Nondiscrimination. Licensee agrees not to discriminate against any employee, applicant for employment, or Invitee(s)/Patron(s) because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion, or national origin, and further agrees not to discriminate for the aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public.

10.24. Severability. If 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.

10.25. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against any Party.

10.26. Interpretation. The titles and 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. Any reference to “days” means calendar days, unless otherwise expressly stated.

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10.27. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of the articles contained in this Agreement, the provisions contained in the articles of this Agreement, shall prevail and be given effect.

10.28. 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 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 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, LICENSEE AND OPERATOR EACH HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.29. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of Operator and Licensee.

10.30. Prior Agreements. This Agreement, the exhibits attached hereto, and any documents referenced and incorporated herein (including, without limitation, Operator’s General Rules and Regulations) represent the final and complete understanding of the Parties regarding the subject matter and supersede 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.

10.31. Payable Interest.

10.31.1. Payment of Interest. Operator shall not be liable to pay any interest to Licensee for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Licensee 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 subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

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

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by Licensee through the date of termination, which refund is Licensee’s sole and complete remedy for any claims arising out of the cancellation of the Event.

Except as expressly stated in this section, in no event shall Operator or County be responsible or have any liability for damages of any type or nature resulting from Interference resulting from the Construction Project or the unavailability of the Facility or the Authorized Areas because of the Construction Project.

10.36. Public Health Guidelines. If there is a public health emergency declared by the federal government, the State of Florida, or Broward County after the Effective Date of this Agreement through the end of the License Period, there may be certain local, state, and federal laws, rules, regulations, and guidelines applicable to the Event (collectively, the “Public Health Guidelines”). Fourteen (14) days prior to the Event, Operator shall provide Licensee any then-current Public Health Guidelines and information regarding the maximum capacity limitations for the Facility, together with any additional precautions required by Operator, including, but not limited to facial covering requirements and capacity restrictions.

During the Event, Licensee agrees to strictly, and without exception, follow all Public Health Guidelines. Furthermore, Licensee agrees to ensure that the Public Health Guidelines are followed by all persons admitted to the Facility by Licensee. Should Licensee fail to follow and enforce the Public Health Guidelines as provided herein, Operator may, without penalty, bar or remove the noncompliant person from the Facility, terminate the Event immediately, and/or remove and prohibit the reentry of all the persons admitted to the Facility by Licensee. Should Operator terminate the Event pursuant to this section, Operator may retain all amounts previously paid by Licensee for the Event and Operator shall not be responsible for any damages, including special, incidental, or consequential damages.

If Licensee becomes aware that a person admitted to the Facility during the Event by Licensee tests positive for any illness or disease that is associated with the declared public health emergency as described in the then-current Public Health Guidelines, Licensee agrees to notify Operator of such positive test and any other information that may lawfully be released that relates to such exposure as soon as possible following Licensee’s receipt of notice of the same.

Should Operator determine, in its sole discretion, at any time before or during the Event that either (i) Licensee’s Event is in violation of the then-current Public Health Guidelines, or (ii) Licensee’s proposed use of the Facility for the Event poses an unacceptable risk for the transmission of an illness or disease that has been declared a public health emergency, Operator may terminate the Agreement in accordance with the terms of Section 9.2, and such a determination shall be deemed a force majeure event. Licensee shall defend, indemnify, and hold and save each Indemnified Party (as defined in Section 7) harmless from liability from any loss, damage, liability, or expense that may arise in whole or in part from any declared public health emergency-related injury, illness, or death of persons admitted to the Facility by Licensee.

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(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: ASM GLOBAL, signing by and through its General Manager or Assistant General Manager and Licensee, signing by and through its **EXECUTIVE DIRECTOR** duly authorized to execute same.

ASM GLOBAL

By: Lisa Manda
 Authorized Signer


 Lisa Manda
Print Name

 AGM/DIRECTOR OF FINANCE
Title

 18 June 2025 | 12:22 PM EDT
Date

LICENSEE

Broward Metropolitan Planning Organization

By: 
 Authorized Signer


 Greg Stuart
Print Name

 Executive Director
Title

 06/18/2025
Date

REVIEWED AND APPROVED BY MPO ATTORNEY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE BMPO ONLY:

By: 
 Alan L. Gabriel, BMPO General Counsel
 Weiss Serota Helfman Cole & Bierman, P.L.

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SW 4/26/23

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EXHIBIT A

Description of Authorized Area and Detailed Event Description

EVENT TITLE:	Broward MPO Safe Streets Summit
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DATE(S)	AUTHORIZED AREA	ACTIVITY GENERAL DESCRIPTION	HOURS (APPROX.)
February 24,2026	Floridian Ballroom ABCD Floridian Pre-function 301AB,302AB, 303AB 3 RD Floor Concourse	Move In	6AM-8PM
February 25-27,2026	Floridian Ballroom ABCD	General Session	6AM-6PM
February 25-27,2026	Floridian Pre-function	(Vendor Tables)	
February 25-27,2026	301AB,302AB, 303AB 3 rd Floor Concourse	Meeting Sessions Networking Reception	
February 27,2026	Floridian Ballroom ABCD Floridian Pre-function 301AB,302AB, 303AB 3 RD Floor Concourse	Move Out	6PM-10PM

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Broward County Agreement

Final Audit Report

2025-06-18

Created:	2025-06-18
By:	Vilma Hurtado (hurtadov@browardmpo.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAbOjL17pwdEj7gFLAHz0mo-PSW-2lh_iU

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-  Document created by Vilma Hurtado (hurtadov@browardmpo.org)
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-  Document e-signed by Greg Stuart (stuartg@browardmpo.org)
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2025-06-18 - 7:43:05 PM GMT
-  Signer agabriel@wsh-law.com entered name at signing as Alan L. Gabriel
2025-06-18 - 7:50:54 PM GMT
-  Document e-signed by Alan L. Gabriel (agabriel@wsh-law.com)
Signature Date: 2025-06-18 - 7:50:56 PM GMT - Time Source: server
-  Agreement completed.
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