

Contract Number: 16N0003

FLORIDA STATE FAIR AUTHORITY
LICENSE AND USE AGREEMENT FOR NON-FAIR EVENTS
CONTRACT NUMBER: 16N0003

THIS LICENSE AND USE AGREEMENT (the Agreement) is entered into this date of May 21, 2015 by and between the **FLORIDA STATE FAIR AUTHORITY**, a public body corporate and politic and instrumentality of the State of Florida, pursuant to Chapter 616, Florida Statutes, hereinafter referred to as "**FAIR AUTHORITY**", whose address is P.O. Box 11766, Tampa, Florida, 33680 and **South Tampa Athletics, Inc a Florida Non Profit Corp. dba Stars Athletics Classic** hereinafter referred to as **LICENSEE**, whose address is: **4543 West Hillsborough Avenue, Tampa, FL, 33614**, Attn: **Richard Schulz**, with contact methods of:

Telephone number of **813-299-9803**.

Client has email of: **rischulz@aol.com**.

The actual event date(s) of "**Gulf Coast Cheer Classic**" is **10/18/2015**.

WITNESSETH:

The **FAIR AUTHORITY** is the owner of certain real property, situated in Hillsborough County, Florida near the intersection of Interstate 4 and U.S. Highway 301, referred to as the "**Florida State Fairgrounds**" and

The **LICENSEE** desires to license and use all or a portion of said **FLORIDA STATE FAIRGROUNDS** as described in Exhibit "A", as defined below; and

The **FAIR AUTHORITY** has the power to grant licenses for the use of its property upon the terms and conditions approved by the **FAIR AUTHORITY**.

NOW THEREFORE, in consideration of mutual covenants and agreements, and for other good and valuable considerations, the receipt and sufficiency of which is acknowledged by the parties hereto, the **FAIR AUTHORITY** and the **LICENSEE** agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and hereby incorporated into this Agreement for all purposes.
2. **Licensed Premises; Term of License and Deposit.**

Description of Premises. Subject to the provisions and conditions hereinafter set forth, **FAIR AUTHORITY** hereby licenses to **LICENSEE**, for **LICENSEE'S** use, as set forth herein, a license to use the facilities located on the Florida State Fairgrounds which areas are described in the **EXHIBIT A – EVENT COST ESTIMATE**, attached hereto and made a part hereof, (the "**Licensed Area**") for **LICENSEE'S** event and associated operations (including merchandising, logistics and operations) for **Gulf Coast Cheer Classic** (collectively, the "**Event**"), all subject to the terms and conditions of this Agreement; **LICENSEE** is also granted a non-exclusive license to use other portions of the Florida State Fairgrounds for incidental activities by **LICENSEE**, its employees, contractors, subcontractors, agents, sub-**LICENSEE'S**, patrons and/or guests for the Event, such as access, ingress and egress, set-up, break-down, move-in, move out and similar incidental activities for the Event, all subject to the terms and conditions of this Agreement (the "**Incidental Licensed Areas**"). The Licensed Area and Incidental Licensed Areas shall hereinafter be referred to collectively as the "**Licensed Premises**."

Contract Number: **16N0003**

Term of License. The term of the license granted to **LICENSEE** pursuant to the terms and conditions of this Agreement commences on **10/17/2015** at **7:00AM** and ceases and terminates on **10/18/2015** at **11:59PM** (the "**Term**"). The Term includes **LICENSEE'S** "Move-In Date(s)" and "Move-Out Date(s)". The actual event dates for the Event are **10/18/2015 to 10/18/2015**. **LICENSEE** shall use the **LICENSED PREMISES** for **Gulf Coast Cheer Classic** and related activities and no other purpose, whatsoever, without prior written consent of **FAIR AUTHORITY**.

Contract and Deposit. **The total license fee for the Event is \$19,557.30.** **LICENSEE** shall execute and return this Agreement to **FAIR AUTHORITY** with a non-refundable deposit of **\$8,520.00** on or before **6/22/2015**. If **FAIR AUTHORITY** does not execute this Agreement on or before **7/6/2015** at the option of **FAIR AUTHORITY**, any deposits made shall be returned to **LICENSEE** and this contract shall become null and void. If the Agreement is executed by **FAIR AUTHORITY** and, for any reason, **LICENSEE** cancels the event or other related activities or otherwise notifies **FAIR AUTHORITY** that it does not intend or is not exercising its license rights hereunder or if **LICENSEE** otherwise defaults under the LICENSE AGREEMENT, said deposit and all other monies paid by **LICENSEE** to **FAIR AUTHORITY** shall become the sole property of **FAIR AUTHORITY** and **FAIR AUTHORITY** shall be entitled to any other monies owed by **LICENSEE** pursuant to this Agreement.

3. License Fee, Costs and Expenses. **LICENSEE** covenants and agrees to pay in U.S. Dollars to the **FAIR AUTHORITY**, at its offices at the Florida State Fairgrounds, having an address of 4800 U.S. Highway 301 North, Tampa, FL 33610, the sum of the License Fee, plus costs and expenses incurred and otherwise resulting from **LICENSEE'S** use of the Licensed Premises pursuant to this Agreement (hereinafter collectively referred to as the "**License Fee**"). The amount deposited by **LICENSEE** pursuant to section 2, above, shall be applied toward the License Fee, and shall be earned by the **FAIR AUTHORITY** when paid. In addition, **LICENSEE** shall pay to the **FAIR AUTHORITY** the estimated costs and expenses set forth on **EXHIBIT A – EVENT COST ESTIMATE** at least (14) fourteen calendar days prior to the Move-In Date. (Please see the attached Event Cost Estimate for itemized breakdown of estimated costs and expenses. All costs and expenses listed on the Event Cost Estimate are ESTIMATED and subject to change based on the actual costs and expenses for **LICENSEE'S** Event.) To the extent there is any conflict between the Proposal Sheet and this Agreement, this Agreement shall control. **LICENSEE** further agrees to pay to the **FAIR AUTHORITY** all actual costs and expenses incurred or otherwise resulting from this Agreement within five (5) days of the date of each bill (invoice) for such costs and expenses is rendered to **LICENSEE** by the **FAIR AUTHORITY**. By the last day of the Event, or such date mutually agreed upon by the parties in writing, but in no event later than five (5) days after the last day of the Event (the "**Settlement Date**"), **LICENSEE** agrees to pay to the **FAIR AUTHORITY** the License Fee (less any deposit paid by **LICENSEE** pursuant to section 2, above), including any remaining balance of costs and expenses incurred or resulting from this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event any costs and expenses incurred or resulting from this Agreement are not previously billed (invoiced) by the **FAIR AUTHORITY** to **LICENSEE** at the time of the Settlement Date, then the **FAIR AUTHORITY** shall render a bill (invoice) to **LICENSEE** documenting such costs and expense and **LICENSEE** shall pay such amount within 15 days after its receipt of such bill (invoice). A 7% sales tax, security

tax, license or rental where applicable (or such other applicable amount or percentage). Credit card transaction fees will apply based on prevailing rates of the **FAIR AUTHORITY**.

LICENSEE shall also pay all applicable taxes resulting from this Agreement, including, but not limited to, all applicable sales and license taxes. If **LICENSEE** defaults in the payment of any sum set forth therein, the **FAIR AUTHORITY** may refuse to allow **LICENSEE** to remove any and all of **LICENSEE'S** property from the Florida State Fairgrounds, and the **FAIR AUTHORITY** reserves the right to take ownership of such property to satisfy **LICENSEE'S** indebtedness, which shall include all related expenses incurred by the **FAIR AUTHORITY**. In addition, any fees, payments or other sums due to the **FAIR AUTHORITY** from the **LICENSEE** that are not paid within five (5) days after such amounts become due shall be subject to a "late charge" in the amount of five percent (5.0%), which **LICENSEE** agrees is reasonable, to cover administrative expenses related to the delinquent payments.

LICENSEE shall be responsible for obtaining all licenses and consents required by ASCAP, BMI, SEASAC and other licensing authority for public performance of all musical works at **LICENSEE'S** Event.

4. Services and Utilities. Except as otherwise specifically set forth in this Agreement, **LICENSEE** shall be responsible for procuring, providing and paying for all utility services related to its use of the Licensed Premises, including, but not limited to, all charges for water, electricity, gas (if available), trash removal, etc., together with demand charges, hookup and franchise fees, and the like, used in connection with the Event and the use of the Licensed Premises. The **FAIR AUTHORITY** shall not be responsible, in any way, for any outstanding sums due or owing from **LICENSEE** to any utility or Public Service Company. The parties acknowledge that the electrical charges are not separately metered and that the amounts due, including demand charges, shall be billed (invoiced) to **LICENSEE** at prevailing rates and on an equitable basis as determined by the **FAIR AUTHORITY**. The period of consumption includes Move-In Date(s) and Move-Out Date(s) and all other times that **LICENSEE** is on (or otherwise permitted to be on) the Licensed Premises and such electrical charges are incurred.

5. Obligations of FAIR AUTHORITY. The **FAIR AUTHORITY** hereby grants to **LICENSEE** a license to use the premises described above subject to all of the terms and conditions of this Agreement and to provide such other services as set forth below, upon the following terms:

Parking facilities in such areas that the FSFA determines to utilize, in the FSFA's sole and absolute discretion; the FSFA shall direct and manage the parking lots and shall collect all fees from the parking lots for its own benefit; **LICENSEE** shall have no rights, whatsoever, to any revenues collected by the FSFA for parking;

- A.** Normal janitor service at **LICENSEE'S** expense;
- B.** Subject to the provisions of Section 28 below, a first aid station, if requested in advance by **LICENSEE**, in writing, all at **LICENSEE'S** expense (the parties acknowledge and agree that the FSFA does not provide first aid attendants or services, and it is the sole responsibility of **LICENSEE** to provide first aid attendants or services relating to the **LICENSEE'S** Event and use, all at **LICENSEE'S** expense);
- C.** printing of all tickets and stickers, provided that the cost of said printing shall be at **LICENSEE'S** expense; and
- D.** Additional equipment, materials, staff support and other services as shown in **EXHIBIT A – EVENT COST ESTIMATE** for all services requested. **ESTIMATED EXPENSES: ALL COSTS AND EXPENSES INCURRED SHALL BE CHARGED AT PREVAILING RATES OF THE FSFA IN EFFECT DURING THE TERM.**

6. **LICENSEE'S Duties.** During the term of this Agreement, **LICENSEE** shall have the following responsibilities and obligations, at its own expense and to the satisfaction of the **FAIR AUTHORITY**:

A. **Compliance with Laws** - The **LICENSEE** shall comply with all applicable Federal, State and local rules, regulations, ordinances, and laws, and all policies and procedures of the **FAIR AUTHORITY** (individually and collectively, the "**Laws**"), including, but not limited to, fire safety standards and environmental laws, rules, regulations, and policies relating to wastewater, sewer, hazardous wastes, hazardous substances, petroleum products and/or solid waste disposal (collectively, the "**Environmental Laws**"), in connection with its operation and use of the Licensed Premises. **LICENSEE** will not do or suffer to be done anything on the Licensed Premises in violation of any Laws, and if the attention of **LICENSEE** is called to any such violation, **LICENSEE** shall immediately desist from and correct or cause such violation to be corrected, at **LICENSEE'S** sole expense.

LICENSEE shall also obtain all necessary permits and licenses, and other required governmental approval, if necessary for its operation. Such permits and licenses must be displayed in a conspicuous place on the Licensed Premises. In addition, **LICENSEE** shall meet or exceed all applicable industry standards in presenting the Event. The **FAIR AUTHORITY** shall have the right to close the Event for any violation of this provision. In addition, **LICENSEE** agrees to submit to inspection of its operations by representatives of all governmental entities and law enforcement agencies.

In addition to the indemnification provisions set forth elsewhere herein, for separate and distinct consideration of the **FAIR AUTHORITY** entering into this Agreement, the sufficiency of which is acknowledged by each of the parties hereto, **LICENSEE** expressly indemnifies and agrees to hold the **FAIR AUTHORITY** harmless of and from any violation of any Environmental Laws by **LICENSEE** or any of **LICENSEE'S** employees, agents, principals, **LICENSEE'S**, sub-**LICENSEE'S**, contractors, subcontractors, patrons, invitees, guests, and **LICENSEE'S** successors and assigns, including, but not limited to, the payment of the reasonable attorney's fees and costs of the **FAIR AUTHORITY** in defending against any claimed or alleged violation of Environmental Laws by **LICENSEE**. **LICENSEE** further indemnifies and holds harmless the **FAIR AUTHORITY** from and against any cost of cleanup and/or fines or other sanction whatsoever imposed by any governmental entity in connection with any violation of Laws, including, but not limited to, Environmental Laws, by **LICENSEE** or any of **LICENSEE'S** employees, agents, principals, **LICENSEE'S**, sub-**LICENSEE'S**, contractors, subcontractors, patrons, invitees, guests, and **LICENSEE'S** successors and assigns.

The **FAIR AUTHORITY** has implemented Best Management Practices related to vehicle and equipment washing and animal washing (individually and collectively, the "**FAIR AUTHORITY Best Management Practices**"). If vehicle and/or equipment washing and/or animal washing occur at the Event, **LICENSEE** shall be responsible for complying with all **FAIR AUTHORITY** Best Management Practices, as applicable, and as amended, from time to time, in the future, and applicable Laws, including Environmental Laws.

LICENSEE understands and agrees that if the **FAIR AUTHORITY** determines that **LICENSEE** has violated any Laws, that the **FAIR AUTHORITY** will immediately and without advance notice be authorized to terminate this Agreement, retain any deposits or other payments received from or on behalf of **LICENSEE**, and immediately expel **LICENSEE**, its property and related items from the Florida State Fairgrounds.

B. Protection of Licensed Premises. The **LICENSEE** shall not cause or permit any action or activity by its employees, agents, guests or patrons that will damage, mar, injure, deface in any manner, or unduly soil the **LICENSED PREMISES** or equipment; nor will it drive or permit to be driven nails, hooks, tacks or screws into any part of the **LICENSED PREMISES**, or mark the ground or floor of the **LICENSED PREMISES** using a permanent medium or substance, or allow any alterations of the facilities or equipment of any kind. If **LICENSEE'S** Event includes any live animals, **LICENSEE** shall be responsible for the regular, continuous, and proper collection and disposal of animal waste during the Event, in accordance with all applicable Laws (including Environmental Laws), and all applicable policies of the **FAIR AUTHORITY**, all at **LICENSEE'S** sole expense and liability.

C. Signs. The **LICENSEE** covenants and agrees not to post, nor allow posted or exhibited signs, advertisements, show bills, lithographs, posters or cards of any description inside of or in front of the **FLORIDA STATE FAIRGROUNDS** unless prior written consent is received from the **FAIR AUTHORITY**. The **FAIR AUTHORITY** maintains display signs which are located at the Orient Rd., U.S. Highway 301 and Martin Luther King, Jr. Boulevard entrance gates. If such signs are available, the **LICENSEE** may rent the signs upon such terms and conditions as determined by the **FAIR AUTHORITY**. If the **LICENSEE** desires to rent such display signs, the **LICENSEE** shall provide the message, in writing, at least two (2) weeks prior to the scheduled event.

D. Exhibit Event Requirement. In the event the **LICENSEE** has an exhibit and/or any physical setup on the **LICENSED PREMISES**, the following requirements are applicable:

- 1) **LICENSEE** shall provide the **FAIR AUTHORITY** with an accurate layout for the exhibits and/or other physical setups on the **LICENSED** premises, for approval by the **FAIR AUTHORITY**, at least two (2) weeks prior to the scheduled event;
- 2) **LICENSEE'S** physical setup on the **LICENSED PREMISES** shall not obstruct passage to offices, electrical rooms, emergency exits, concession stands, restrooms, public telephones, water fountains and aisle(s) required by fire codes and any other access to facilities on the **FLORIDA STATE FAIRGROUNDS**, as required by the **FAIR AUTHORITY** or by any Laws;
- 3) All electrical service, hookups and related services shall be provided by the **FAIR AUTHORITY'S** authorized electrical contractor and **LICENSEE** shall be responsible for payment of such costs and expenses at prevailing rates. **LICENSEE** shall provide the **FAIR AUTHORITY** with a complete copy of all electrical requirements on the **FAIR AUTHORITY'S** standard electrical form, including requirements, if any, for scheduling an electrician during event hours, or during move-in or move-out. All charges for such services contracted through the **FAIR AUTHORITY** shall be payable by the **LICENSEE** to the **FAIR AUTHORITY** in advance;
- 4) All decorators shall be approved by the **FAIR AUTHORITY** at least five (5) business days in advance of any services to be provided by the decorator; and
- 5) Any request to allow for signage shall be made by **LICENSEE** at least five (5) business days in advance of the Event, and the **FAIR AUTHORITY** may grant such request on terms and conditions acceptable to the **FAIR AUTHORITY** in its sole and absolute discretion. **LICENSEE** shall be responsible for providing, erecting and maintaining any permitted signage, subject to all applicable Laws, and any signage shall be confined within the Licensed Area.
- 6) **LICENSEE** may not use the Lakes or Lakeside property unless written permission is granted by the **FAIR AUTHORITY** in advance, on terms and conditions acceptable to the **FAIR**

AUTHORITY, all in the **FAIR AUTHORITY'S** sole and absolute discretion. **LICENSEE** must submit a request in writing outlining the purpose/intent for using the Lakes or Lakeside property to the **FAIR AUTHORITY** Executive Director. The request will then be reviewed by the **FAIR AUTHORITY** to determine whether use of the Lakes/Lakeside property is granted and the terms and conditions for such license. Any equipment, vehicles, or other Event activities that are placed along the Lakes and Lakeside property must be approved in writing by the **FAIR AUTHORITY** in advance, in the **FAIR AUTHORITY'S** sole and absolute discretion and on terms and conditions acceptable to the **FAIR AUTHORITY**, and any license fees/rental charges will be assessed based on areas utilized for the Event.

E. Full Disclosure of Activity. The **LICENSEE** represents and warrants that the **LICENSEE** has fully disclosed all acts, attractions, events, promotional plans and all other intended uses of the **LICENSED PREMISES**, including high risk events (e.g., helicopter, airplane, bungee jumping and watercraft activities) prior to the execution of this Agreement. Promotional acts of a high nature, as determined in the sole and arbitrary discretion of the **FAIR AUTHORITY**, including, but limited to, helicopter, airplane, bungee jumping and watercraft activities, are prohibited unless approved in writing by the **FAIR AUTHORITY** by addendum to this Agreement. Such acts or activities are subject to any conditions imposed by the **FAIR AUTHORITY**, and the requirement for Hold Harmless Agreement to be signed by all participants. The **LICENSEE** shall obtain the required Hold Harmless Agreement forms from the **FAIR AUTHORITY**, and deliver to the **FAIR AUTHORITY** fully executed Hold Harmless Agreements from all participants prior to any such event.

F. Right of Entry. The **LICENSEE** authorizes and agrees the **FAIR AUTHORITY**, through its agents and representatives, shall at all times have the right to enter any portion of the **LICENSED PREMISES** and eject any objectionable persons. The **LICENSEE** waives any right and all claims for damages against the **FAIR AUTHORITY** for any damages suffered to the **LICENSEE** as a result of such entry and/or ejection by the **FAIR AUTHORITY**, its agents, representatives, police or other law enforcement officers.

G. Parking. The **LICENSEE** acknowledges that the **FAIR AUTHORITY**, unless specifically stated elsewhere in this agreement, shall at all times have the right to charge parking fees to the patrons of the **LICENSEE** at the **FAIR AUTHORITY** listed rate. Any advertisement or other communication by the **LICENSEE** contrary to this provision will grant the **FAIR AUTHORITY** the unconditional right to waive their parking fee to any or all patrons of the **LICENSEE** and charge the **LICENSEE** of the greater of \$1,000 or the lost parking revenue incurred by the **FAIR AUTHORITY**.

H. FLORIDA STATE FAIR AUTHORITY INSURANCE REQUIREMENTS

See detail of coverage limit requirements "Exhibit B"

See Insurance Checklist "Exhibit B-1"

See Workers Compensation and Automotive Exceptions "Exhibit B-2"

The term of the insurance must include all move-in and move-out times and shall include coverage for liability arising out of defects in the **FAIR AUTHORITY'S** property and premises. All liability insurance policies, other than Workers' Compensation and Employers' Liability Policy, to meet the requirements of this Agreement shall name the **FAIR AUTHORITY**, its directors and employees as additional insured (the "Additional Insured") as to the operations of the **LICENSEE** under this Agreement and shall contain the severability of interests (crossover) provision. Naming

the Additional Insured shall not, however, cause the Additional Insured to be deemed a partner or joint venture with the **LICENSEE** in its business conducted pursuant to this Agreement. Such policies shall contain no provisions under which the insurer may raise any act or omission of the **LICENSEE**, other than nonpayment of premiums, as a defense to the coverage benefiting the **FAIR AUTHORITY**.

The **LICENSEE** acknowledges that the **FAIR AUTHORITY** shall have no obligation to carry insurance on any equipment, fixtures, or other personal property brought on, stored on or installed by the **LICENSEE** on the **LICENSED PREMISES**, and that the **LICENSEE** shall be solely responsible for obtaining casualty insurance to cover any loss or damage to the **LICENSEE'S** personal property brought into the Florida State Fairgrounds or located in the **LICENSED PREMISES**, including personal property belonging to any exhibitor, vendor, contractor, subcontractor or agent of the **LICENSEE** authorized by the **FAIR AUTHORITY** to use the **LICENSED PREMISES**.

The **LICENSEE** covenants and agrees not to permit anything to be done or kept in or upon any portion of the **LICENSED PREMISES** that will in any cause an increase in the premiums of any insurance policy on the **LICENSED PREMISES**, or in any way increase the premium charge for fire or public liability insurance upon the **LICENSED PREMISES**, or in any way conflict with the regulations of fire authorities or any Laws, including Environmental Laws.

If the **LICENSEE** does not at all times maintain the insurance coverage required by this Agreement, the **FAIR AUTHORITY** may suspend or terminate the Agreement or at its sole discretion shall be authorized to purchase any such coverage and charge the **LICENSEE** the cost of the coverage purchased plus 15% for administrative expenses. The **FAIR AUTHORITY** shall be under no obligation to purchase any such insurance, nor shall it have any liability whatsoever for the types or coverage purchased, or any action or inaction of the insurance company/companies used. The decision of the **FAIR AUTHORITY** to purchase insurance coverage for the **LICENSEE** shall not be construed as a waiver of its rights under this Agreement.

Receipt by the **FAIR AUTHORITY** of any Certificate of Insurance required in this Agreement does not constitute approval or agreement by the **FAIR AUTHORITY** that the insurance requirements have been met or that the insurance policies shown on the Certificate of Insurance are in compliance with the requirements of this Agreement. All insurance Coverage is subject to final approval by the **FAIR AUTHORITY**. No work or occupancy of the **LICENSED PREMISES** shall commence or take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the **FAIR AUTHORITY**.

I. Indemnification. For separate and distinct consideration of the **FAIR AUTHORITY** entering into this Agreement, the sufficiency of which is acknowledged by each of the parties hereto, **LICENSEE** shall defend, indemnify, and hold the **FAIR AUTHORITY**, its officers, directors, members, agents, representatives, successors, assigns, employees and attorneys harmless of and from all losses, damages, claims, actions and causes of action, expenses, including reasonable attorney's fees incurred by the **FAIR AUTHORITY** in advance of or during the course of any litigation, appeal, bankruptcy or other proceeding arising out of, or in any way connected with, or by reason of this Agreement and/or use of the Licensed Premises, including, but not limited to, any claim related to (i) the death of or injury to any person, or damage to, theft of, or destruction of any property arising out of any act or omission of **LICENSEE**, its employees, agents, principals, **LICENSEE'S**, sub-**LICENSEE'S**, contractors, subcontractors, patrons, invitees, guests, and **LICENSEE'S** successors and assigns; (ii) performance or breach of the terms and conditions of this Agreement by **LICENSEE**, its employees,

agents, principals, **LICENSEE'S**, sub-**LICENSEE'S**, contractors, subcontractors, patrons, invitees guests, and **LICENSEE'S** successors and assigns; (iii) breach of any of the representations and warranties made by **LICENSEE** under this Agreement; (iv) theft of the **FAIR AUTHORITY'S** property by **LICENSEE**, its employees, agents, principals, **LICENSEE'S**, sub-**LICENSEE'S**, contractors, subcontractors, patrons, invitees, guests, **LICENSEE'S** successors and assigns, and its officers, employees and/or agents; (v) actions for negligence, malpractice, wrongful death, products liability, false imprisonment, unlawful search and seizure, violation of civil rights, libel, slander, torts, or defects in the Licensed Premises; and (vi) any alleged liability, cause, litigation or proceeding whatsoever, even if such injury, death, loss or damage results, in whole or in part, from the negligence of the **FAIR AUTHORITY**, its officers, directors, members, agents, representatives, successors, assigns, employees and attorneys employees or otherwise, except in case of gross negligence or willful misconduct of the **FAIR AUTHORITY**. In addition, **LICENSEE** shall be liable to the **FAIR AUTHORITY** for any and all attorney's fees and costs incurred by the **FAIR AUTHORITY** in all administrative or court proceeding, including, but not limited to, trial court, appellate and bankruptcy proceedings, in enforcing the terms of this Agreement. The **FAIR AUTHORITY** shall not be liable to **LICENSEE**, or any employee, officer, director, agent, principal, **LICENSEE'S**, sub-**LICENSEE'S**, contractor, subcontractor, patron, invitee, guest or successor and/or assign of **LICENSEE** for any injury or damage to person or property except in case of gross negligence or willful misconduct of the **FAIR AUTHORITY**. Neither the **FAIR AUTHORITY**, nor any of its officers, directors, members, agents, representatives, successors, assigns, employees and attorneys, assume any liability for loss or damage to property on account of fire, theft, or any other cause except in case of gross negligence or willful misconduct of the **FAIR AUTHORITY**. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that the **FAIR AUTHORITY** possesses sovereign immunity in tort and otherwise, and has not waived its sovereign immunity, except only to the extent as expressly provided in Section 768.28, Florida Statutes. The provisions of this subsection shall survive expiration of the Term of this Agreement.

J. Proper Purpose. The **LICENSEE** shall not permit the **LICENSED PREMISES** to be used for lodging rooms, or any improper, immoral or objectionable purpose, and agrees that any such determination on the part of the **FAIR AUTHORITY** shall be final at the **FAIR AUTHORITY'S** sole and arbitrary discretion. **LICENSEE** represents and warrants to the **FAIR AUTHORITY** that the Licensed Premises will only be used for a proper purpose, consistent with the terms and conditions of this Agreement, and in accordance with all applicable Laws, including Environmental Laws.

K. Access of Licensed Premises. The **LICENSEE** hereby agrees that all buildings on the **LICENSED PREMISES** and the keys thereof shall at all times be under the charge and control of the **FAIR AUTHORITY**, but that such charge and control shall not affect **LICENSEE'S** obligations under this Agreement. The **FAIR AUTHORITY** representatives, employees and concessionaires, shall at all times have free access to the **LICENSED PREMISES**.

L. Surrender and Vacate Licensed Premises. By the expiration of the Term, **LICENSEE** shall remove from the Licensed Premises any and all of **LICENSEE'S** property or effects, return the Licensed Premises in the same or better condition and repair as existed as of the effective date of this Agreement and vacate the Licensed Premises.

M. Effects Remaining After License Terminates. If any of **LICENSEE'S** property or effects remain on the Licensed Premises for more than five (5) days after the expiration of the Term of this Agreement, **LICENSEE** expressly agrees (without notice or obtaining any further approval from

LICENSEE) that: (i) the same shall be deemed abandoned by the **LICENSEE** and shall become the property of the **FAIR AUTHORITY**; (ii) the **FAIR AUTHORITY** may, at its sole discretion, remove such property from the Licensed Premises, at the sole expense of **LICENSEE**; (iii) the **FAIR AUTHORITY** may, at its sole discretion keep, sell or dispose of such property and effects for its own benefit to offset any amount owed to the **FAIR AUTHORITY** under this Agreement, each at the sole expense of **LICENSEE**; (iv) the **FAIR AUTHORITY** may store the property and/or effects, either onsite or offsite, and the same will be stored at the sole expense of **LICENSEE**, without any liability whatsoever on the part of the **FAIR AUTHORITY**, and (v) **LICENSEE** shall indemnify and hold the **FAIR AUTHORITY** harmless from any and all claims related to the property and effects.

7. No Interest In land/Non-Assignment. The parties agree that this Agreement solely constitutes a license, subject to the terms and conditions of this Agreement, and **LICENSEE'S** rights hereunder shall not be construed as a lease, easement, or other interest in land. This Agreement and the rights and obligations of **LICENSEE** hereunder are personal to **LICENSEE** and may not be assigned (the "**Assignment**") by **LICENSEE** to any other person, firm, corporation or other entity without the prior written approval of the **FAIR AUTHORITY**. For purposes of this Agreement, Assignment shall also include any transfer of the controlling interest in any entity named as **LICENSEE**, including, but not limited to, a merger, stock transfer, substitution of partners or other such transfer of the controlling interest in **LICENSEE**. Any Assignment of this Agreement contrary to the foregoing provision, whether voluntary or involuntary, shall be void, and constitute a material breach of this Agreement rendering it terminable at the **FAIR AUTHORITY'S** option.

8. LICENSEE'S Representations and Warranties - **LICENSEE** hereby represents and warrants to the **FAIR AUTHORITY** the following:

A. If **LICENSEE** is a corporation, partnership, limited liability company, or other entity, **LICENSEE** represents and warrants that: it is duly organized and validly existing under the laws of the state of its organization, is duly qualified to do business in the State of Florida; it has the power and authority to enter into this Agreement and to perform as herein contemplated; that all requisite action has been taken to make this Agreement valid and binding on **LICENSEE** in accordance with its terms; and the execution and delivery hereof and the performance by **LICENSEE** of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which **LICENSEE** is a party or by which it is bound.

B. **LICENSEE'S** Event and proposed use of the Licensed Premises does not and shall not violate or constitute a violation of any Laws, including Environmental Laws.

C. **LICENSEE** has not received notice of any, and there are no proceedings at law or in equity before any court, grand jury, administrative agency or other investigative body, or governmental department, commission, board, agency, bureau or instrumentality of any kind pending or, to the best of **LICENSEE'S** knowledge, threatened against or affecting **LICENSEE**.

D. **LICENSEE** is not insolvent and is not in the hands of a receiver nor is an application for the appointment of a receiver pending; **LICENSEE** has not made an assignment for the benefit of creditors, nor has **LICENSEE** filed, or had filed against it, any petition in bankruptcy.

E. Each and every one of the foregoing representations and warranties, and any other representations and warranties made by **LICENSEE** and contained elsewhere in this Agreement, shall be true and correct as of the effective date of this Agreement, and will remain true and correct throughout the Term of this Agreement.

9. **Inspections.** The **FAIR AUTHORITY** shall have the right, at all times, to make whatever inspections the **FAIR AUTHORITY** deems necessary to determine if the **LICENSEE** is complying with the terms and conditions of this Agreement.

10. **Use of FLORIDA STATE FAIRGROUNDS/Parking on LICENSED PREMISES.** The **LICENSEE** understands and agrees that during the term of this License, the **FAIR AUTHORITY** may use or cause to be used for conventions, expositions, meetings, dances, parties, other events or attractions, as determined by the **FAIR AUTHORITY**, any and all portions of the **FLORIDA STATE FAIRGROUNDS** other than the **LICENSED PREMISES**. In addition, neither the **LICENSEE**, nor any employee, agent, vendor, exhibitor or other related party shall be allowed to park motor vehicles in or on the **LICENSED PREMISES**, or use the **LICENSED PREMISES** or the **FLORIDA STATE FAIRGROUNDS** for parking or camping purposes (day or night), without written approval from the **FAIR AUTHORITY** and payment of fees for such use at prevailing rates. Further, the **LICENSEE** shall not be entitled to any fees or revenues collected from parking any type of vehicle on the **LICENSED PREMISES** without written approval of the **FAIR AUTHORITY**.

11. **Box Office.** If the **FAIR AUTHORITY** provides Box Office services, **LICENSEE** shall pay a rental fee for use of the **FAIR AUTHORITY'S** Ticketing System, together with the cost of ticket sellers, takers, armed and unarmed security, and supervision, at the prevailing rates of the **FAIR AUTHORITY**. Master Card and Visa will be accepted as a form of payment for gate admittance unless the **FAIR AUTHORITY** is notified in writing at least two (2) weeks prior to actual show dates. Credit card transaction fees will apply based on prevailing rates of the **FAIR AUTHORITY** and deducted from gate proceeds prior to box office settlement.

12. **Concession and/or Catering Rights including Food & Beverage items.**

A. The **FAIR AUTHORITY** shall retain the right to operate all food, drink, candy, tobacco, alcoholic beverages and all other concessions during the term of this Agreement. Further, the **FAIR AUTHORITY** shall retain all income and profits derived from the operations of the concessions, including sales of such items and any rentals derived from the leasing of space to concessionaires on the **LICENSED PREMISES** or any part of the **FLORIDA STATE FAIRGROUNDS**. Notwithstanding the above, the **LICENSEE** may negotiate the menu and hours with concessionaires subject to approval by the **FAIR AUTHORITY**. Provided, however, that the **FAIR AUTHORITY** may waive the requirements of this Paragraph 12(A) for an event that is considered to be a "festival" as determined by the **FAIR AUTHORITY**, in its sole discretion.

B. The **FAIR AUTHORITY** the Fair Authority is the exclusive provider of bottled water on the Fairgrounds. Only Florida State Fair bottled water is allowed to be purchased, consumed or distributed on the Fairgrounds property. Coca-Cola Refreshments USA, Inc. ("Coke") is the exclusive provider of soda, and all non-alcoholic beverages, including juices, teas, refrigerated coffees, and isotonic drinks sold on the Fairgrounds ("Coke Products"). Only Coke Products and Florida State Fair bottled water may be sold or distributed on the Fairgrounds and only through the Fair's Authorized Concessionaire (or by the Fair Authority for festivals or fairs). The Florida State Fair Authority retains the right to change its beverage exclusivity agreement in the future and Licensee agrees to abide by new agreements.

For information on the purchase of State Fair bottled water and Coke-owned Products contact Centerplate at 813-626-5600.

C. All alcoholic beverages must be purchased from the **FAIR AUTHORITY's** contracted provider, Centerplate. In addition, the **FAIR AUTHORITY** shall retain the right, in its own discretion to

Contract Number: **16N0003**

terminate sale of alcoholic beverages during an event if it deems such termination necessary to maintain effective crowd control. Neither **LICENSEE**, nor any vendor or exhibitor shall be permitted to possess or consume alcoholic beverages in the view of the public, or have containers of alcoholic beverages in view of the public.

D. If catering is required for the event, then the **LICENSEE** is required to utilize the **FAIR AUTHORITY'S** exclusive catering company, Centerplate. No food or beverages are allowed to be brought in for sale or use on premises by **LICENSEE** or exhibitors, unless otherwise authorized by the **FAIR AUTHORITY** or Centerplate. The **LICENSEE** may select a caterer other than the **FAIR AUTHORITY** caterer, subject to approval by the **FAIR AUTHORITY**. If a non-FAIR AUTHORITY caterer is approved by the **FAIR AUTHORITY** for a catered event, the **LICENSEE** shall meet the following requirements: provide the **FAIR AUTHORITY** with a Certificate of Insurance insuring the caterer and showing the **FAIR AUTHORITY** as a co-insured under the policy, with the same coverage required in paragraph 5 (H) above; and provide the **FAIR AUTHORITY** a copy of caterer's invoice to the **LICENSEE**. A percentage (18%) of the invoice owed to the **FAIR AUTHORITY** shall be paid by the **LICENSEE** within five (5) days after such invoice is received by the **LICENSEE**

The **LICENSEE** shall not cause or permit the distribution of free samples of food, beverages, sundries or other items sold by concessionaire on the FLORIDA STATE FAIRGROUNDS, without advance written approval of the **FAIR AUTHORITY**.

Provided, however, that the FAIR AUTHORITY may waive the requirements of Paragraph 12(D) for an event that is considered to be a "festival" as determined by the **FAIR AUTHORITY**, in its sole discretion.

13. Security. The **FAIR AUTHORITY** shall provide, at the **LICENSEE'S** expense, unarmed security at the Orient Road gate, exhibitor parking area, inside the facility, and outside the facility perimeter as deemed necessary by the **FAIR AUTHORITY**. Hillsborough County Sheriff's Deputies will also be scheduled at the **LICENSEE'S** expense if deemed necessary by the **FAIR AUTHORITY** or requested by the **LICENSEE**.

14. Personnel, Services and Equipment. **LICENSEE** authorizes the **FAIR AUTHORITY** to provide (but the **FAIR AUTHORITY** shall have no obligation to do so, whatsoever), at **LICENSEE'S** expense, such personnel services and equipment as the **FAIR AUTHORITY** deems necessary or advisable to accommodate the Event and other occupancy and use of the facilities by **LICENSEE**. **LICENSEE** agrees that the **FAIR AUTHORITY'S** decisions in this regard shall be final.

15. Time of Payment. For any expenses incurred by the **FAIR AUTHORITY** for which the **LICENSEE** is responsible under the terms of this Agreement, or for any labor, other services or materials provided to or for the benefit of the **LICENSEE** in conjunction with this Agreement, or for any money due the **FAIR AUTHORITY** under any provision of this Agreement for which the time of payment is not specifically provided, payment shall be due from the **LICENSEE** upon the earlier delivery of a written notice, invoice or statement, or on the move-in day of the event set forth above. Any money owed that has not been received by the **FAIR AUTHORITY** within ten (10) days after the payment becomes due shall bear interest at the highest rate allowed by law. If not sooner paid, the **FAIR AUTHORITY** shall have a continuing right of set off for the sums owed against any and all funds belonging to **LICENSEE** that are or may come into possession of the **FAIR AUTHORITY** from time to time, including, but not limited to, deposits and proceeds related to this Agreement or any other contract between the **LICENSEE** and the **FAIR AUTHORITY**. The **LICENSEE** expressly grants a security interest to the **FAIR AUTHORITY** in all such funds, to the extent of the owed funds. This provision shall survive expiration of the term of this Agreement.

16. **Advertising.** LICENSEE agrees that all advertising and promotions of the Event or authorized activities shall be accurate, straightforward, true, and in good taste. Advertising must include the name "FLORIDA STATE FAIRGROUNDS" and specify the entrance gate to be used. All costs and expenses in connection with advertising and promotion of the Event(s) shall be the responsibility of LICENSEE. The FAIR AUTHORITY may, at its option, require advance review and approval of advertising or promotional material to be used by LICENSEE.
17. **Announcements.** The FAIR AUTHORITY shall have the right to make announcements at any time during the LICENSEE'S event(s) in the interest of public safety, proper operation of facilities, crowd control and compliance with other Laws.
18. **Controlled Materials.** The LICENSEE shall not, without advance notice consent of the FAIR AUTHORITY, put up or operate any engine or motor machinery or use any flammable, toxic or explosive items on the LICENSED PREMISES. The LICENSEE agrees that all decorative materials used in the facility will be flameproof and that all questions of safety will be resolved to the satisfaction of the FAIR AUTHORITY.
19. **Additional Deposits.** The FAIR AUTHORITY reserves the right to require additional deposits for expenses incurred or anticipated on behalf of the LICENSEE. If required, the FAIR AUTHORITY shall provide the LICENSEE with written notification, and the LICENSEE shall pay the same in cash or by certified check within thirty (30) days from the date of the notice or thirty (30) days in advance of the term of this License, whichever comes first.
20. **Projected Event Expenses.** Upon request by the LICENSEE, the FAIR AUTHORITY shall provide a listing of the estimated expenses related to this Agreement. The LICENSEE acknowledges that actual expenses may exceed the estimated expenses.
21. **Cancellation/Breach.** In the event that LICENSEE cancels the Event, LICENSEE shall forfeit all deposits, which LICENSEE agrees is reasonable and not a penalty, in addition to all other remedies which the FAIR AUTHORITY shall have at law or in equity. In the event that LICENSEE breaches or defaults under any terms, conditions, representations or warranties contained in this Agreement, LICENSEE shall be liable to the FAIR AUTHORITY for all damages arising from LICENSEE'S default or breach, including, but not limited to, costs and expenses incurred by the FAIR AUTHORITY in connection with this Agreement, all lost revenues (including, but not limited to parking and concessions), and the FAIR AUTHORITY attorney's fees and costs, regardless of whether a lawsuit is filed, before, during and after trial, administrative proceedings, bankruptcy proceedings and appellate proceedings. In the event of a default or breach by LICENSEE, the FAIR AUTHORITY shall further have the absolute right to cancel any and all other agreements or contracts LICENSEE may have with the FAIR AUTHORITY, as its sole option. This provision shall survive expiration of the Term of this Agreement.
22. **Complimentary Passes.** The FAIR AUTHORITY shall receive **40 complimentary** passes per day.
23. **Construction.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
24. **As-Is.** Notwithstanding any provision of this Agreement to the contrary, LICENSEE agrees and acknowledges that it has inspected the Licensed Premises, has determined that the Licensed Premises are suitable for the purposes permitted under this Agreement, and LICENSEE accepts the Licensed Premises, during the Term of this Agreement, **AS-IS, WHERE-IS, WITH ALL FAULTS.**
25. **Right of Re-entry.** If any part of the LICENSED PREMISES is vacated prior to the end of the term, the LICENSEE agrees that the FAIR AUTHORITY may re-enter and re-take possession of that part of the LICENSED PREMISES and that by taking such action the FAIR AUTHORITY shall not be in breach of this Agreement.

Upon expiration of the term of this Agreement, the **FAIR AUTHORITY** shall have the absolute right to possession of the **LICENSED PREMISES** and **LICENSEE'S** rights and privileges under this Agreement shall terminate and be of no further force or effect.

26. Evacuation for Public Safety. Should it become necessary in the judgment of the **FAIR AUTHORITY** to evacuate the Licensed Premises because of a bomb threat or for other reasons of public safety, **LICENSEE** will retain the right to use the Licensed Premises for a reasonable amount of additional time as necessary to complete the Event subject to the terms and conditions of this Agreement without additional charge, provided such additional time does not interfere with any license for subsequent use of the Licensed Premises or other conflict with allowing the use of the Licensed Premises for such additional time, as determined by the **FAIR AUTHORITY**. If it is not possible to complete the Event, **LICENSEE** shall promptly vacate the Licensed Premises at the end of the Term and pay the License Fee, unless the **FAIR AUTHORITY** determines, in its sole and absolute discretion, that a pro-ration of such fee is warranted under the circumstances. **LICENSEE** hereby waives any claim for damages or compensation from the **FAIR AUTHORITY** arising from such events requiring evacuation.

27. Medical Services. **LICENSEE** will be responsible for providing licensed emergency medical services for **LICENSEE'S** Event.

28. Rights to Motion Picture, Television and Audio Recording. It is mutually understood and agreed that the **FAIR AUTHORITY** retains all motion picture, television, and audio recording rights to any and all events, promotions, activities or other occurrences on or related to the Licensed Premises and the Florida State Fairgrounds, unless otherwise agreed to in writing by the **FAIR AUTHORITY** and **LICENSEE**.

29. Tents. Any tents, canopies, scenery, paraphernalia or other property furnished or used in connection with the execution of this contract shall be flame proofed in accordance with requirements of applicable laws or ordinances.

30. Notices. Any and all notices to be given to the **LICENSEE** under this Agreement or required by law to be served upon the **LICENSEE** may be given or served upon the **LICENSEE** may be given or served by hand delivery or nationally recognized overnight courier or certified or registered letter, addressed to the address set forth on page one of this Agreement. Any notice or notices to be given to the **FAIR AUTHORITY** under this Agreement or required by law to be given or served upon the **FAIR AUTHORITY** by hand-delivery or by nationally recognized overnight courier to the **FAIR AUTHORITY'S** administrative offices located at 4800 N. Highway 301, Tampa, FL 33610, or by certified or registered letter addressed to the Florida State **FAIR AUTHORITY**, P.O. Box 11766, Tampa, FL 33680, deposited in the U.S. mail with postage prepaid. Any notice served by means of certified or registered U.S. mail shall be effective from the date of mailing said notice. Any party may give notice to the other party by certified or registered mail of a change on a mailing address for purposes of notices under this section. Notices may also be provided to either party by telefax transmission. A telefax notice shall be effective on the date of the transmission, provided the transmission is concluded with a confirmation that the transmission was successful and that the transmission was completed before 5:00 P.M. on a regular business day. Transmissions received after 5:00 P.M. shall be deemed to have been received on the next regular business day.

31. Waiver. Any waiver by the **FAIR AUTHORITY** of any breach of any one or more of the covenants or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition or provision of this Agreement, nor shall any failure on the part of the **FAIR AUTHORITY** to require or exact full and complete compliance by the **LICENSEE** with any of the covenants, conditions or provisions or this Agreement be construed to alter or amend the terms or prevent

the **FAIR AUTHORITY** from subsequently enforcing such terms, nor shall the terms of this Agreement be changed or altered in any manner whatsoever other than by written agreement duly executed by the **FAIR AUTHORITY** and the **LICENSEE**.

32. Severability. In the event that any portion of this Agreement shall be held to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

33. Applicable Law/Venue. The parties hereto agree that this Agreement shall be deemed to have been executed, delivered and performed in the State of Florida, and it shall be governed by and construed and enforced in accordance with the laws of Florida. For all actions, proceedings and litigation, legal or administrative, arising out of or in any way related to this Agreement, the venue shall be Hillsborough County, Florida.

34. FAIR AUTHORITY'S Termination Right. The **FAIR AUTHORITY** reserves the absolute right to reschedule the Event or use at any time provided alternative dates are available and acceptable to **LICENSEE**. In addition, the **FAIR AUTHORITY** reserves the absolute right to terminate this Agreement at any time more than one (1) year in advance of the Term of the Agreement. In the event the **FAIR AUTHORITY** should exercise its right to reschedule the Event or its right to terminate this Agreement, then, in either event, **FAIR AUTHORITY** shall provide written notice to **LICENSEE**. In the event the **FAIR AUTHORITY** should exercise its right to terminate this Agreement, then the deposit paid by **LICENSEE** pursuant to subsection 2. (c) above shall be refunded to **LICENSEE**. The purpose of this provision is to (i) make allowance for unforeseen events or occurrences the **FAIR AUTHORITY** reasonably believes may render the Licensed Premises unavailable or unsuitable for **LICENSEE'S** intended purposes; and (ii) make the facilities at the Florida State Fairgrounds available for uses and events deemed by the **FAIR AUTHORITY** or the Commissioner of Agriculture of the State of Florida, in either of their sole and absolute discretion, to be of significance to the State of Florida or the Tampa Bay region, but this expression of purpose is informational in nature and shall not be deemed to limit or restrict the **FAIR AUTHORITY'S** rights under this section.

The **FAIR AUTHORITY** further reserves the right to terminate this Agreement in the event an Act of God or any other event beyond the control of the **FAIR AUTHORITY** renders the Licensed Premises or the Florida State Fairgrounds unavailable or unsuitable for **LICENSEE'S** use or intended purposes, or the Florida State Fairgrounds are in use for Emergency Management purposes, in which case the deposit paid to the **FAIR AUTHORITY** by **LICENSEE** pursuant to subsection 2.(c) above, shall be refunded in a pro-rata amount based upon the number of days remaining in the Term divided by the total number of days of the Term (provided, however, **LICENSEE** shall still be responsible for payment of any costs and expenses incurred through the date of any such termination). In the event this Agreement is terminated pursuant to provisions of this section, the **FAIR AUTHORITY** shall be automatically and without any further action, whatsoever, released from any and all obligations or liability to **LICENSEE** (or any third party claiming any right) under this Agreement.

35. Captions. Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

36. Relationship of Parties. This Agreement shall not in any way constitute the **LICENSEE** as an agent, employee or legal representative of the **FAIR AUTHORITY** for any purpose whatsoever, it being understood that the **LICENSEE** is in all respects an independent contractor and that nothing contained in this Agreement shall create or be construed as creating a co-partnership, agency, joint venture or employment relationship

between the **FAIR AUTHORITY** and the **LICENSEE**. The **FAIR AUTHORITY** shall in no way be responsible for any debts incurred by the **LICENSEE**.

37. Attorney's Fees. If the **LICENSEE** at any time violates the terms and conditions of this Agreement, including not making payments for services as set forth hereunder, or should the **FAIR AUTHORITY** be forced to place this Agreement in the hands of any attorney or attorneys for collections, or specific performance, or otherwise, then the **LICENSEE** agrees to pay the **FAIR AUTHORITY** all of its costs and attorney's fees regardless of whether a lawsuit is filed. This provision will apply to all attorney's fees incurred by the **FAIR AUTHORITY**, including, but not limited to, fees incurred in the trial, bankruptcy, and appellate courts and administrative proceedings.

38. Waiver of Jury Trial. The **FAIR AUTHORITY** and **LICENSEE** knowingly, voluntarily, intentionally, and irrevocably waive their respective rights to have a trial by jury in respect to any litigation, whether in contract or tort, at law or in equity, based hereon, or arising out of, under or in connection with this agreement and any other document or instrument executed in relationship to or in conjunction with this agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions between the parties. This provision is a material inducement for the **FAIR AUTHORITY** entering into this agreement.

39. Entire Agreement. This Agreement sets forth all of the terms, conditions, provisions, representations, and understandings between the **FAIR AUTHORITY** and **LICENSEE** regarding use of the **LICENSED PREMISES**, and there are no representations or agreements, oral or written, between the parties other than those set forth in this Agreement. **LICENSEE** acknowledges and confirms that (i) any modification or amendment to this Agreement must be in writing; (ii) only contracts or written agreements signed by the Executive Director of the **FAIR AUTHORITY** and **LICENSEE**, may be relied upon by **LICENSEE**, (iii) **LICENSEE** has no right to use the **LICENSED PREMISES** or any part of the FLORIDA STATE FAIRGROUNDS except for the purposes stated above; and (iv) neither this Agreement, nor **LICENSEE'S** use of the **LICENSED PREMISES**, nor any communication or action taken by a **FAIR AUTHORITY** representative (other than in writing by the Executive Director) shall be construed to create or confer upon **LICENSEE** an express or implied contract for or right of first refusal as to future dates, use of facilities, production of events, or other such purpose.

40. Authority of LICENSEE'S Representative. If the **LICENSEE** is a corporation, partnership, limited liability company, or other entity authorized to do business in the State of Florida, the representative executing this Agreement on behalf of the **LICENSEE** warrants and represents to the **FAIR AUTHORITY** that he or she is the duly authorized representative of the **LICENSEE**, having the office or capacity shown below, and that the undersigned representative is fully authorized to sign this Agreement on behalf of the **LICENSEE**.

41. Counterparts; Execution. To facilitate execution, the parties agree that this Agreement may be executed and faxed to the other party and that the executed fax shall be binding and enforceable as an original. This Agreement may be executed in counterparts and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more counterparts. All counterparts shall collectively constitute a single agreement.

42. Radon Gas. Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

43. Additional Restrictions. The rights granted by this Agreement shall not include the areas known as the Amphitheater Tract or Utility Easements at any time, and Parking Facilities or Access Easement Facilities

Contract Number: **16N0003**

during Show Hours, as such capitalized terms are defined in that certain Amphitheater Agreement dated June 2, 2003, by and between the Florida State **FAIR AUTHORITY** and CC Entertainment Music - Tampa, LLC, a Delaware limited liability company, as amended (the "**Amphitheater Agreement**"). In addition, **LICENSEE** acknowledges and agrees that it will not violate the Use Restrictions set forth in Article 7 of the Amphitheater Agreement.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Number: **16N0003**

THE PARTIES HERETO have caused this Agreement to be executed with all the formalities required by law on the respective dates set forth opposite their signature.

FLORIDA STATE FAIR AUTHORITY

“FAIR AUTHORITY”

Charles C. Pesano, as Executive Director

John Prestianni, as Controller

South Tampa Athletics, Inc a Florida Non Profit Corp. dba Stars Athletics Classic

“LICENSEE”

Signature

Printed Name

Title

Date

EXHIBIT "B"

FLORIDA STATE FAIR AUTHORITY INSURANCE REQUIREMENTS

Insurance Certificates. The LICENSEE shall procure the insurance coverage identified below at the LICENSEE's expense (e.g. within the bid price and Contract Sum) and shall furnish the Florida State Fair Authority (AUTHORITY) with an insurance certificate listing the AUTHORITY as the certificate holder; And the insured shall provide an Endorsement **listing the AUTHORITY as an additional insured for the General Liability and Automobile coverage.** Evidence of insurance coverage shall be provided on a form acceptable to the AUTHORITY. The insurance certificate must provide the following:

- a) Name and address of authorized agent
- b) Name and address of insured
- c) Name of insurance company(ies)
- d) Description of policies
- e) Policy Number(s)
- f) Policy Period(s)
- g) Limits of liability
- h) Name and address of AUTHORITY as certificate holder
- i) Event Name and Dates
- j) Signature of authorized agent
- k) Telephone number of authorized agent
- l) Mandatory thirty day notice of cancellation or non-renewal (except ten days for nonpayment).

Insurer Qualifications, Insurance Requirements. Each of the insurance coverage required below

1. shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Florida for the applicable line of insurance, and (ii) shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of **Class V** or larger. Each such policy shall contain the following provisions:

- (a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until thirty days after the AUTHORITY has received written notice thereof, as evidenced by return receipt of certified mail or statutory mail, or until such time as other insurance coverage providing protection equal to protection called for in this License Agreement shall have been received, accepted and acknowledged by the AUTHORITY. Such notice shall be valid only as to the Event/Project as shall have been designated by the Event Dates and Name in said notice.
- (b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insured").

Required Insurance Coverage. The LICENSEE also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the LICENSEE has purchased the following types of insurance coverage. The minimum required coverage and liability limits are as follows:

1. **Workers' Compensation Insurance.** The LICENSEE agrees to provide, at a minimum, Workers' Compensation coverage in accordance with the statutory limits as established by the State of Florida. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. The LICENSEE shall require all Subcontractors performing work under this License Agreement to obtain an insurance certificate showing proof of Workers' Compensation Coverage. **LICENSEE shall provide an endorsement from their Insurer with a waiver of subrogation in favor of the FLORIDA STATE FAIR AUTHORITY applied to the Workers Compensation Coverage.**

EXHIBIT "B" - FLORIDA STATE FAIR AUTHORITY INSURANCE REQUIREMENTS continued

2. **Employers' Liability Insurance.** The LICENSEE shall also maintain Employer's Liability Insurance Coverage with limits of at least:

- a) Bodily Injury by Accident \$500,000 each accident; and
- b) Disease Policy Limit \$500,000; and
- c) Bodily Injury by Disease \$500,000 each employee.

The LICENSEE shall require all Subcontractors performing work under this License Agreement to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage.

3. **Commercial General Liability Insurance.** The LICENSEE shall provide Commercial General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project / Event and shall provide at a minimum the following limits:

Coverage Limit

- a) Premises and Operations \$1,000,000. per Occurrence
- b) Damage to rented Premises \$50,000.
- c) Medical Expense (any one person) \$5,000.
- d) Products and Completed Operations \$1,000,000. per Occurrence
- e) Personal & Adv. Injury \$1,000,000. per Occurrence
- f) Contractual \$1,000,000. per Occurrence
- g) General Aggregate \$2,000,000. per Project / Event

LICENSEE shall provide an additional insured endorsement from their Insurer in favor of the FLORIDA STATE FAIR AUTHORITY applied to the General Liability.

4. **Commercial Business Automobile Liability Insurance.** The LICENSEE shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

LICENSEE shall provide an additional insured endorsement from their Insurer in favor of the FLORIDA STATE FAIR AUTHORITY applied to the General Liability.

5. **Commercial Umbrella Liability Insurance.** The LICENSEE shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits being not less than \$1,000,000 per occurrence, \$1,000,000 annual aggregate.

LICENSEE shall provide an additional insured endorsement from their Insurer in favor of the FLORIDA STATE FAIR AUTHORITY applied to the General Liability.

If the LICENSEE's Project/Event is of a nature with high risk, fireworks, rodeo, motorized vehicle/ motorcycle/ watercraft/ powerboat practicing for, qualifying for, or testing for any racing speed, demolition or stunt activity, aircraft/hot air balloon, multiple amusement rides, and any other event of LICENSEE determined to be high risk by the AUTHORITY, will be required to meet the Commercial Umbrella limits not less than \$5,000,000 per occurrence, \$5,000,000 annual aggregate.

EXHIBIT "B-1"
INSURANCE CHECK LIST

Certificate of Insurance with endorsements must be provided PRIOR TO ENTRY onto fairgrounds.

The Certificate and Endorsements may be faxed to: 813-740-4532 or e-mailed to:

Carla.Carman@freshfromflorida.com

For additional information please call Carla Carman at 813-627-4355

- 1. The Florida State Fair Authority is to be listed as the Certificate Holder and the Additional Insured
Certificate must be issued by your Agent/Broker in a typed format. Certificate must be signed by an authorized Agent
- 2. Event Coverage will be specific to this event will not be shared with any other event and will include move-in and move-out dates. (one day prior/one day post)

| General Liability | Coverage Limits |
|------------------------------------|------------------------------------|
| Premises and Operations | \$1 Million each occurrence |
| Damage to Rented Premises | \$50,000.00 each occurrence |
| Medical Expense Coverage | \$5,000.00 any one person |
| Personal & Advertising Injury | \$1 Million |
| General Aggregate | \$2 Million |
| Products-Comp/OP Aggregate | \$1 Million |
| Umbrella Insurance (if Applicable) | \$1 Million/ \$1 Million Aggregate |

POLICY ENDORSEMENTS (Actual Endorsement Pages) required for the following:

- 3. *Additional Insured Endorsement or Blanket Endorsement
*Endorsement to the policy naming the Florida State Fair Authority as the Additional Insured applied the General Liability.
Include name and address of the Florida State Fair Authority on the endorsement.
- 4. *A Waiver of Subrogation Endorsement aka *Waiver of Transfer of Rights of Recovery Against Others
*Endorsement to the policy stating that:
"A Waiver of Subrogation in favor of the Florida State Fair Authority is applied to the Workers Compensation".
Include name and address, of the Florida State Fair Authority on the endorsement.

If Commercial Auto and/or Workman's Compensation is not applicable to you see:

REQUEST FOR EXCEPTION TO COMMERCIAL AUTO – WORKMAN'S COMPENSATION

Coverage below only required if applicable per your License Agreement and /or State Law

- 5. Commercial Auto Liability Insurance
Applies to any vehicle registered as a commercial vehicle or any vehicle over 26,000 lbs.
\$1 Million in coverage is required
Florida State Fair Authority must be listed as the additional Insured on the Commercial Auto Liability Insurance.
- 6. Worker's Compensation and Employer's Liability Insurance
Workers Compensation coverage in accordance with the statutory limits for the State of Florida
Employer's Liability Limits: *E.L. Each Accident, *E.L. Disease-Each Employee,
*E.L. Disease-Policy Limit *\$500,000.00 in coverage is required
If you are not required by law to have Workers Compensation coverage, provide a copy of your Certificate of Exemption

The Florida State Statute (316.646 FS) requires all licensed vehicles to carry proper proof of insurance. Any Licensee, participant and/or vendor wishing to bring any vehicle inside of the fairgrounds perimeter fencing may be requested to show proof of such insurance before allowed entry.

◆ Florida State Fair Authority ◆ 4800 US Highway 301 N. ◆ Tampa, Florida 33610 ◆

EXHIBIT "B-2"

(FOR USE IF APPLICABLE)

Affidavit of Exception to Worker’s Compensation Coverage & Florida State Fair Authority Vehicle Insurance Requirements:

Worker’s Compensation Requirements:

- 1.) I validate that I currently qualify for the exemptions/exceptions in the Florida Statutes, (440.38-440.40 F.S.) and therefore not required by law to maintain worker’s compensation insurance.
- 2.) I validate that I agree to comply with all county, state and federal laws and requirements relating to workers’ compensation insurance.
- 3.) I validate that I will purchase worker’s compensation insurance in the event I no longer qualify for the exemptions/exceptions in the Florida Statutes, (440.00(15)(a) F.S.,) due to employment of individuals requiring such coverage.
- 4.) I validate that the Florida State Fair Authority has the right to immediately terminate the License Agreement should the Florida State Fair Authority determine I have failed to comply with all applicable county, state and federal laws and requirements, or if I have deviated from the agreed upon worker’s compensation requirements in this agreement. Termination of the License Agreement will require my immediate removal of any and all equipment and fixtures relating to operations under the License Agreement. Forfeiture of deposits will result from failure to comply.
- 5.) I validate that I agree to defend, indemnify and hold harmless the Florida State Fair Authority, its board of directors, officers, and employees, from any and all liability which may arise as a result of my failure to obtain workers’ compensation insurance coverage for my employees.

Commercial Auto Liability Insurance Coverage Requirements:

Applies to any vehicle brought on Fairgrounds registered as a Commercial Vehicle or any **Vehicle over 26,000 lbs.***

(As defined 207.002F.S.) **\$1 Million in liability coverage is required. NON-COMMERCIAL VEHICLES BROUGHT ON**

FAIRGROUNDS: Cars, Pickup Trucks, Trailers, RV’s, Motorcycles etc.

The State of Florida requires all licensed vehicles to carry proper proof of insurance. (Per 316.646 F.S.) All vehicles entering the Florida State Fairgrounds may be asked to show proof of insurance. Proof of insurance must be presented when requested by Florida State Fair Authority or designee. Failure can result in expulsion from the fairgrounds.

All vehicles are to be parked in public and /or designated parking areas on the fairgrounds. Vehicles without Florida State Fair Authority issued parking passes or stickers will be denied access into the inner grounds.

- 1.) I validate that I, (the Licensee) currently meet the exemptions/exceptions regarding the insurance requirements and licensing of commercial vehicles; no vehicles weighing more than 26,000 lbs. will be brought upon the Florida State Fairgrounds; therefore Commercial Automobile Liability insurance coverage are not required.
- 2.) I validate that proof of vehicle insurance is required, (316.646 F.S.) for all vehicles, including personal vehicles, and will be requested upon entry onto inner grounds for all motorized vehicles.
- 3.) I validate that I agree to defend, indemnify and hold harmless the Florida State Fair Authority, its board of directors, officers, and employees, from any and all liability which may arise as a result of failure to maintain the required insurance on any and all owned, non-owned, scheduled, or hired vehicles brought on the fairgrounds by Licensee, their employees or designees.

Check the box that applies:

Exempt from Both Exempt from WC Exempt from Commercial Auto

I the undersigned hereby affirm by my name affixed below that the forgoing is true and correct.

Licensee (Print Name)

Signature of Licensee