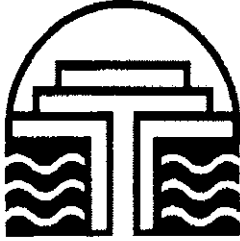


03/23/2009 9:28 AM



TAMPA CONVENTION CENTER
City of Tampa, Florida
LICENSE CONTRACT

THIS CONTRACT is made and entered into at Tampa, Florida, by and between the City of Tampa ("City"), a municipal corporation of the State of Florida, the address of which is 333 S. Franklin St., Tampa, Florida 33602 and The School Board of Pinellas County, Florida ("Licensee"), a corporation/partnership/unincorporated association/governmental entity/an individual, (please circle one), whose address is: 301 Fourth Street SW Largo FL USA 33770 Phone: 727-588-6000.

WHEREAS, the City is the owner and operator of the Tampa Convention Center ("Center"), and Licensee desires to use the premises located within the Center as described herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. **Grant of License.** The City hereby grants to Licensee, and Licensee hereby accepts, a license, subject to the terms and conditions hereof, to use the premises located within the Center described in Paragraph 1.3 herein ("Premises Licensed").

- 1.1 **Purpose.** Licensee shall have access to the Center and shall use the Premises Licensed for the sole purpose of:

East Lake High School Graduation

and for no other purpose whatsoever without the prior written consent of the Director of the Center, or designee ("Director").

- 1.2 **License Term.** The license is granted for the time period(s) indicated in Paragraph 1.3.

- 1.3 **Premises Licensed.** The Premises Licensed and license term are as follows, subject to modifications agreed to by the parties hereto as evidenced on the City's Premises Licensed Modification and/or Settlement sheets:

LOCATION	IN TIME	IN DATE	EVENT DATE	EVENT DAYS	OUT DATE	OUT TIME	RATE
Central Hall	4:00 PM	6/ 6/2009	6/ 6/2009	1	6/ 6/2009	9:00 PM	\$1,315.00
East Hall	5:00 PM	6/ 6/2009	6/ 6/2009	1	6/ 6/2009	9:00 PM	\$8,485.00
East Registration Level	5:00 PM	6/ 6/2009	6/ 6/2009	1	6/ 6/2009	9:00 PM	\$0.00
Total Rent							\$9,800.00

2. **Fees.** Licensee shall pay to the City, in U.S. funds, a fee for the grant of the license, as follows:

\$9,800.00 plus Florida State Sales Tax, per Rental Rate

Schedule dated 1/30/03.

subject to modifications resulting from modifications provided for in Paragraph 1.3, plus any charge which becomes due under Paragraph 11.2, at the time and in the manner herein described.

3. **Additional Services.** The City shall provide at its expense the following additional services:

- 1 - 100 AMP 208V 3 Phase at \$565 - Included in rental
- 1 200 AMP 208V 3 Phase at \$895 - Included in rental
- 12 20 AMP at \$115 each - Included in rental
- 220 ft of 3" Pipe & Drape - Complimentary
- 14 sections of Rope & Stanchion - Complimentary
- 4 Sets of Telescopes - Complimentary
- 5.5 hours Front Drive Ambassador at \$18 per hour - Included in rental
- 5.5 hours EMT/Paramedic at \$28 per hour - Included in rental

This package is inclusive of the above ancillary costs, which are based on current 2009 incentive rates. In order to qualify for incentive pricing the final

Licensee's Initial _____

event specifications must be submitted to your CSM, a minimum of 21 days prior to your first show date. If specifications are not received prior to 21 days, 2009 standard rates will apply. Please consult General Building Policies for more details. If additional units of the services outlined above are needed, they will be charged at prevailing rates. Any items included in the package are not refundable if not used.

Rental and ancillary costs are based on Licensee utilizing the same set as University of Phoenix. Any changes may cause an increase in costs. Other services may be provided at additional costs at prevailing rates.

- 3.1 Of the total amount of the license fee set forth herein, the sum of **\$10,486.00** ("initial deposit") shall become due and payable when this Contract is executed. The second payment of n/a shall become due and payable on or before n/a.

3.1.1 **Reduction of Premises Licensed.** Licensee may reduce the Premises Licensed provided that the City receives written notice outlining the reduction in space requested and is able to successfully resell the space for another event generating the same or higher license fee. In the event of such conditions, the City shall credit Licensee's account for all fees that are recovered from the subsequent sale, otherwise, Licensee will be responsible for full payment of the Premises Licensed.

3.1.2 **Reassignment of Space.** The City may at its sole discretion, reassign space based upon event requirements by providing written notice to Licensee no less than seven (7) days prior to the event date without penalty to Licensee.

3.1.3 **Cancellation by Licensee.** If Licensee makes a cancellation more than one year before the first scheduled day of the event, twenty-five percent (25%) of the total minimum rate guarantee outlined in this contract shall be paid by Licensee as liquidated damages. If cancellation is a year or less before the first scheduled day of the event, one-hundred percent (100%) of the total minimum rate guarantee outlined in this contract shall be paid by Licensee as liquidated damages.

Should the City receive written notice of cancellation and is able to successfully resell the space or a portion of the space for another event generating the same or higher license fee, Licensee shall only be charged an administrative fee of \$250.00. Otherwise, Licensee shall be responsible for the full amount as stated in this contract.

3.1.4 **Ancillary Expenses.** One-hundred percent (100%) of ancillary expenses must be paid seven (7) days prior to the event opening date. Any overage will be refunded to the Licensee within thirty (30) days of event closing. Ancillary expenses include, but are not limited to, electrical services, telecommunication services, labor costs, equipment rental and any other services provided by the Center or its subcontractors. The Licensee shall provide detailed event arrangements as early as possible in order for cost projections to be prepared.

3.1.5 **Final Settlement.** Following the close of the event, the Center shall bill Licensee for the balance of all unpaid expenses. The undisputed portion of said invoice shall be due and payable within thirty (30) days of receipt of final billing. After the thirty (30) days, interest on the undisputed unpaid balance shall accrue at the rate of one and one-half percent (1.5%) per month.

3.2 All advance fees paid by Licensee are non-refundable, unless expressly stated otherwise in this contract.

3.3 Rates computed on the basis of net square foot usage shall be determined by the City by computing Licensee's highest usage during the license term.

4. **Notices.** Notices under this Contract shall be sent by first class mail, express courier, faxes, or other electronic means to respective parties at the addresses provided herein.

5. The license hereby granted is subject to the General Building Policies of the Center, which is hereby incorporated by reference and made a part hereof. The terms and conditions contained in this Contract shall take precedent over any conflicting terms and conditions in the General Building Policies.

6. **Limitation on Scope of License.**

6.1 The City reserves the right to use and permit others to use the facilities and equipment of the Center and related property, easements, and facilities under the control of the City, except the Premises Licensed during the term of the license.

6.2 Licensee acquires no exclusive right to use the facilities and equipment of the Center other than the use of the Premises Licensed during the license term.

7. **Concessions, Food & Beverages, Novelties, Merchandise.**

7.1 City reserves the right to operate, or have operated, provided or have provided, distribute and receive income from the following: all concessions, including but not limited to, the dispensing, by gift, sale or otherwise, of all goods, food, refreshments, alcoholic

Licensee's Initial _____

beverages, tobacco products, programs, candies, vending machines, souvenirs, novelties, and sundries; the sale of all public admissions; and City's video marketing information network. Neither Licensee nor any person acting under its authority shall sell, serve or dispense any concessions, provide for the sale of public admissions or provide any form of video marketing information network, except as provided below; however, Licensee is not precluded from conducting trade show or convention registration.

7.2 Except as otherwise expressly provided herein, Licensee shall utilize only those services provided by or through the City (as needed).

8. Insurance.

8.1 ☐ Exempt from insurance requirement pursuant to the rules and regulation of the Center.

8.2 ☒ Unless exempt pursuant to the rules and regulations of the Center, Licensee shall secure and maintain during the license term 8.2, the following types and limits of insurance from companies acceptable to the City: Commercial General Liability Insurance with a limit of not less than \$1,000,000 bodily injury and property damage combined single limit each occurrence covering premises/operations, products/completed operations, personal/advertising injury, contractual, independent contractors and broad form property damage, automobile liability insurance with a limit of not less than \$1,000,000 bodily injury and property damage combined for each accident if the Licensee or any of Licensee's officers or employees operate any vehicle on the Premises Licensed, and Workers' Compensation Insurance (including Employers Liability) covering Licensee's employees in accordance with the laws of the State of Florida. All liability policies shall name the City as an additional insured and contain the severability of interest provision. The insurance required herein shall be evidenced on the City's insurance form (no other insurance forms are acceptable) and furnished to the City on or before the forty-fifth (45th) day prior to the beginning of the license term. All policies shall provide that they will not be cancelled or materially altered prior to the termination of the license term or until the City has been given at least thirty (30) days written notice of such cancellation or alteration. The City reserves the right to require additional insurance from Licensee at any time during the license term.

9. Operations Under License.

9.1 City shall:

9.1.1 At all times have full access to the Premises Licensed.

9.1.2 Have the authority to issue such regulations, orders, and directives and make such announcements as it may deem necessary for the safe and orderly operation of the Center, and to cover any matter not otherwise provided for.

9.1.3 Have the authority to remove any person from the Center when necessary to ensure the safe and orderly operation of the Center.

9.1.4 Comply with all applicable provisions of the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq.) and make reasonable modifications for qualified persons with disabilities if readily achievable as provided by law.

9.2 Licensee shall:

9.2.1 Use the Premises Licensed and conduct its operations in a safe and careful manner.

9.2.2 Permit free access by the City to the Premises Licensed.

9.2.3 Comply with all regulations, orders and directives of the City through the Center's Director and Fire Marshall, including, without limitation, the General Building Policies of the Center.

9.2.4 Not interfere with the City in the exercise of its powers to ensure the safe and orderly operation of the Center.

9.2.5 Conform to all statutes, regulations, orders, ordinances and directions of any governmental body having jurisdiction.

9.2.6 Verify the safety of all exhibits, materials, machines, equipment and structures placed by Licensee within the Premises Licensed.

9.2.7 Obtain the prior approval of the Center's Director on all advertising regarding the use of the Premises Licensed and insure that said advertising is accurate and true.

9.2.8 Submit all floor plans and event requirements/program schedules to the Center for approval by the Center and City of Tampa Fire Marshall's Office within sixty (60) days prior to any scheduled activities within the Premises Licensed. Modified floor plans and related event arrangements must be resubmitted for approval no later than thirty (30) days prior to the first day of move-in to the Center. Failure to comply with this provision may result in additional expenses incurred in executing the event(s). Complying with these deadlines will help to ensure that the event expenses projected for Licensee will remain within the allotted budget.

9.2.9 Submit a "to scale" drawing detailing the rigging plot for any equipment intended to be hung from the ceiling of the Center. The rigging plot must be approved by the Director of Operations or Chief Engineer of the Center at least thirty (30) days prior to the first day of load-in. Failure to comply with these requirements may result in restriction of access and probable delays in producing the event.

9.2.10 Not interfere with any other City licensed use of the Center and related property, easements, and facilities under the control of the City.

9.2.11 Comply with all applicable provisions of the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq.) and make reasonable accommodations for qualified persons with disabilities if readily achievable as provided by law, in relation to the programs and activities that are part of the event contemplated in this license.

9.3 Without prior written and express permission by the City, Licensee shall not:

- 9.3.1** Cause or permit anything to be done whereby the Center, its facilities or equipment shall in any way be damaged, marred, defaced or altered. The Licensee shall be financially responsible for rectifying any such damage to the Center.
- 9.3.2** Transmit or record for transmission or sale, or permit or sell any right to any person to conduct such activity, any portion of its operations by radio, television, motion picture, video tape, sound recording or otherwise; provided, that Licensee may authorize bona fide news coverage of its operations by established news media solely for dissemination as news and not otherwise for resale.

10. Non-Use of Premises.

- 10.1** In the event Licensee fails to use or vacates the Premises Licensed during the license term, the City may at its own option re-license or shall use its best efforts to re-license the Premises Licensed and apply the license fees therefrom to the expense of re-licensing or attempting to re-license the Premises Licensed and any claim it may have against Licensee, including any fees due hereunder and damages sustained by the City to be paid over to the City. Licensee shall pay the City the balance remaining, if any, of the license fees provided herein after deducting the net license fee resulting from such re-licensing. Licensee agrees to use its best efforts to utilize all space contracted for under this Contract. Nothing herein shall be construed as imposing any obligation on the City to re-license or attempt to re-license the Premises Licensed, or in any way affect the obligation of Licensee to pay the full amount of license fees or impinge on the City's remedies for breach provided in Paragraph 15.
- 10.2** Should Licensee be prevented from using the Premises Licensed as a result of an event beyond its control, including but not limited to, strikes, national emergency, acts of God, war, acts or threats of terrorism, government regulations, disasters, civil disorder, curtailment of transportation facilities or services, which makes it inadvisable, illegal, or impossible for Licensee to perform its obligation under this Contract, Licensee may, upon prior written notice to the City, cancel this Contract without penalty.

11. Premises Holdover and Property Storage.

- 11.1** Before the termination of the license term, Licensee shall vacate the Center and return the Premises Licensed, facility and equipment in the same condition and repair as originally furnished to Licensee, excluding normal wear and tear only.
- 11.2** Unless Licensee is prevented from vacating the Premises Licensed within one hour of the end of the license term by an event beyond its control, including, but not limited to, a strike, national emergency, acts of God, war acts or threats of terrorism, government regulations, disasters, civil disorders, or an evacuation of the Center as provided herein, Licensee shall pay an additional charge of the entire published daily rate for the Premises Licensed. Any amounts set forth herein shall become due and payable thirty (30) days after Licensee vacates the Premises Licensed. This Paragraph does not extend the period of the license or act as liquidated damages, but is intended to compensate the City solely for additional use of the Premises Licensed by Licensee. The City shall not be precluded from asserting any other rights against Licensee. As used in this Paragraph, "use" includes the period necessary for the removal by the City or Licensee of any equipment, exhibits or other material within the Premises Licensed for each day or fraction thereof of delay.
- 11.3** In the event that the Center or Premises Licensed are not vacated by Licensee at the end of the license term, the City is authorized, at Licensee's expense, to remove therefrom and to store all goods, wares, merchandise and property of any kind placed therein, and the City shall not be liable for any damages or loss to such property resulting from such removal and storage. Licensee hereby expressly releases the City from any and all such damages or loss.

12. Indemnification

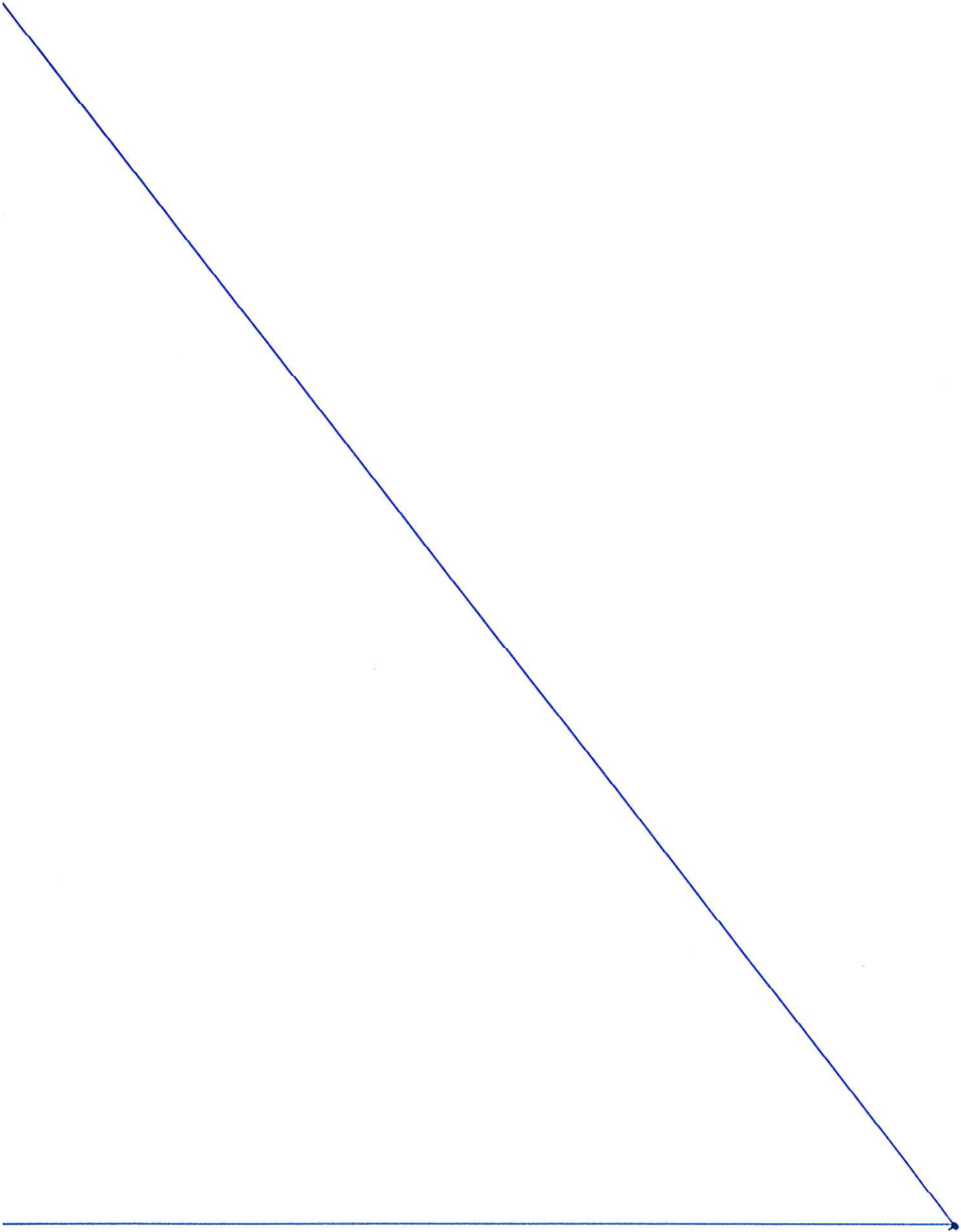
- 12.1** To the extent authorized by law, and subject to the limitations set forth in Section 768.28, Florida Statutes, Licensee shall indemnify and hold the City harmless from and against any and all claims, losses, damages, charges or expenses, including attorneys' fees, witness fees, court costs and the reasonable value of any services rendered by any officer or employee of the City, and any orders, judgments or decrees which may be entered, arise or alleged to have arisen out of, in connection with, or attributable to, the reckless act, fault, negligence, misconduct or unlawful act of Licensee, its agents, employees, servants, guests, patrons or other invitees, the use by Licensee, or any person with Licensee's permission, of the Center, its facilities or equipment, or Licensee's activities under this Contract. This indemnification does not cover or indemnify the City for its own negligence.
- 12.2** To the extent authorized by law, and subject to the limitations set forth in Section 768.28 of the Florida Statutes, the City shall indemnify and hold the Licensee harmless of and from any and all claims for personal injury, death or property damage, including attorneys' fees and court costs, which may be entered, which arise or are alleged to have arisen out of, in connection with, or attributable to, the negligence of the City, its agents, and employees. This indemnification does not cover or indemnify the Licensee for its own negligence nor waive or alter the City's defense of sovereign immunity nor increase the limits of its liability.
- 12.3** Licensee assumes all costs and expenses arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used in its operations under this Contract; and Licensee shall indemnify and hold harmless the

Licensee's Initial _____

City from all damages, costs and expenses incurred with regard thereto.

13. **Assignment.** This Contract shall not be assigned without the prior written approval of the City. The City shall not unreasonably withhold assignment rights to Licensee.
14. **Negotiation of Conveyance of Interest in Property.** This Contract does not confer upon Licensee any right, title, estate or interest in the Center, its facilities or equipment, but merely grants Licensee a personal privilege revocable on the terms and conditions outlined herein.
15. **Breach and Remedies; Cancellation.**
- 15.1 Upon the occurrence of any of the following events or any other event designated herein as a breach, the City shall have the power to invoke any of the remedies set forth in Paragraph 15.2:
- 15.1.1 Default made or threatened by Licensee in the performance of any of its obligations under this Contract;
- 15.1.2 Damage to the Center, its facilities or equipment that is caused, permitted or threatened by Licensee; and
- 15.1.3 Filing of a petition of bankruptcy or insolvency or for reorganization or arrangement or for appointment of a receiver or trustee of all or a portion of the assets of Licensee or making an assignment for the benefit of creditors.
- 15.2 The City may upon the occurrence of any of the events set forth in Paragraph 15.1 undertake any or all of the following remedies:
- 15.2.1 Require additional security by Licensee for the performance of its obligations hereunder;
- 15.2.2 Without further notice, declare this Contract terminated and revoke the license granted hereunder;
- 15.2.3 Without further notice, enter and take exclusive possession of and remove all persons and property from the Center, its facilities, and equipment, without obligating the Center to resort to any legal proceeding;
- 15.2.4 Withhold all sums held by the City for Licensee and apply such sums to any claim the City may have against Licensee without obligating the Center to resort to legal proceedings; and
- 15.2.5 Bring an action against Licensee to recover any fees due hereunder or damages sustained by the City.
- 15.3 In the event that the either party is required to commence, maintain or defend litigation as a result of a default in the payment or performance by either party of their obligations under this Contract, the prevailing party shall be entitled to recover, in addition to all other sums due to the prevailing party, the costs and expenses of such litigation, including reasonable attorneys' fees.
- 15.4 In the event the Center, its facilities or equipment, or any adjacent area required for access thereto should be so damaged or destroyed by fire or other cause that use by Licensee is prevented, or if Licensee's use of or access to the Center, its facilities or equipment is impeded by strikes, other than strikes against Licensee, or for any other cause beyond the control of the City, including but not limited to Acts of God or national emergency, the City may cancel this Contract and Licensee hereby waives any claim against the City for damages by reason of such cancellation, except that the Center shall return to Licensee any excess license fee over that portion which the total number of hours of the license term lapsed prior to such cancellation.
- 15.5 In the event the Director of the Center or his designee determines that the Center must be evacuated for public safety reasons, Licensee may use the Premises Licensed for such additional time as may be necessary to complete the activity contemplated under this Contract without additional license fees, provided that such use does not interfere with any other use of the Premises Licensed. If it is impossible to complete such activity in all areas, license fees shall be forfeited, prorated or adjusted at the discretion of the Director/Designee or in a manner that would be mutually agreeable by both parties. Licensee waives any claim for damages or compensation from the City under these circumstances.
16. **Waiver.** No waiver by the City of any default shall operate as a waiver of any other default or the same default on a future occasion. No delay or omission by the City in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or future exercise thereof, or the exercise of any other right or remedy.
17. **Entire Agreement.** This Contract constitutes the entire agreement between the City and Licensee and supersedes any prior agreements and negotiations between the parties, whether written or oral. No modification, alteration or waiver of the terms of this Contract shall be binding unless the same shall be in writing, dated subsequent to the date of this Contract and duly executed by the parties.
18. **Authorized Representative.** Licensee warrants that the person signing this Contract on its behalf is authorized to bind it to the terms of this Contract.
19. **Applicable Law; Actions.** This Contract is governed by the laws of the State of Florida and any action concerning this Contract shall be instituted only in the Circuit Court in and for Hillsborough County, Florida, or as provided by law in such other court.
20. **Severability.** In the event any provision of this Contract is invalidated, all remaining provisions shall continue in full force and effect.
21. **Publicity.** Neither party will use the name(s), trademark(s) or trade name(s) of the other party without that party's written consent.

Licensee's Initial _____



Licensee's Initial _____

SIGNATURE PAGE

This Contract shall be returned by Licensee to the Director of the Center, executed by a duly authorized officer or representative of Licensee and accompanied by any advance fees on or before **4/3/2009** otherwise it shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives, the _____ day of _____, 20____.

LICENSEE

The School Board of Pinellas County, Florida

By: _____
Print Name & Title

Signature Date

Witness:

By: _____
Print Name

Signature Date

Approved As To Form:


School Board Attorneys Office

CITY OF TAMPA, FLORIDA

By: _____
Mayor (Seal)

Attest:

City Clerk/Deputy City Clerk

The execution of this document was authorized by
Resolution No. _____

Assistant City Attorney

Certified to be in accordance with:

Resolution No. _____

Dated: _____

Director, Tampa Convention Center

Licensee's Initial _____