

LICENSE AGREEMENT
PALM BEACH COUNTY CONVENTION CENTER
For
Planting Seeds for Success October 2005

This Agreement is made and entered into this ____ day of _____, 200__, by and between Discover Palm Beach County, Inc., a Florida not-for-profit corporation doing business as Palm Beach County Convention & Visitors Bureau ("Operator"), and The School Board of Palm Beach County, a not-for-profit organization organized under the laws of Florida, whose federal employer identification number is 59-60000783 ("Licensee").

A. RECITATIONS

- 1. Whereas, Palm Beach County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("County"), is the owner of the Palm Beach County Convention Center (the "Center"); and
- 2. Whereas, Operator has entered into an agreement with County for the management, operation, and maintenance by Operator of the Center, including the authority and responsibility to enter into all agreements for use of the Center (the "Convention Center Management Agreement"); and
- 3. Whereas, Operator has entered into an agreement with Global Spectrum, L.P., a Delaware limited partnership ("Contract Administrator"), for the provision of certain services to Operator in connection with the management, operation and maintenance of the Center (the "Convention Center Operations Agreement"); and
- 4. Whereas, Licensee desires to use certain premises located in the Center for the purpose and upon the terms provided herein, and Operator desires to grant a license to Licensee for such use and to contract with Licensee for the provision of certain services in connection with such use;

Now therefore, in consideration of the mutual agreements contained herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

B. LICENSE, SERVICES

- 1. Grant of License. Operator grants to Licensee the peaceable, quiet use and enjoyment of the portions of the Center ("Licensed Premises") designated in Exhibit A hereto, including corridors for ingress and egress, designated lobbies and outdoor access and ingress areas, on the dates and during the times indicated in such Exhibit A, on the terms and conditions specified herein.
- 2. Purpose. The Licensed Premises will be used by Licensee and its authorized and approved exhibitors ("Exhibitors") for the sole purpose of holding a Conference to be known as Planting Seeds for Success October 2005 (the "Event"). If requested by Operator, Licensee will provide Operator with a detailed written description of the Event.
- 3. Ancillary Services, Personnel, and Equipment. In connection with Licensee's use of the Licensed Premises for the Event, Operator will provide to Licensee certain services, personnel, and equipment rental, as shall be further agreed to by the parties in writing in one or more Services, Personnel, and Equipment Riders to be attached to and incorporated into this Agreement.
- 4. Condition of Premises. Operator will provide the Licensed Premises for use by Licensee on the dates of the Event in a condition equivalent to first class convention center facilities in accordance with standards of the industry. Licensee shall conduct with Operator an inspection of the Licensed Premises prior to use by Licensee, and any existing damages or problems found in the inspection shall be noted in writing.

Licensee's Initials _____

Operator's Initials _____

5. Other Events. Prior to execution of this Agreement and thereafter, Operator shall provide to Licensee complete disclosure of other events scheduled in the Center during dates that are the same as, overlap, or fall within thirty (30) days of the dates of the Event. Such notice is for information purposes only, and the parties expressly acknowledge that Operator is free to book any event into the Center at any time, regardless of whether such event may be viewed as competing or otherwise conflicting with the Event, except as may be otherwise agreed to in writing by the parties.

C. COMPENSATION

1. License Fees. Licensee shall pay to Operator as rent for use of Licensed Premises the amounts set forth in Exhibit A (the "License Fees"). Applicable Florida sales tax on such fees shall be paid by Licensee to Operator. If the Licensee is exempt from Florida Sales tax, Licensee must attach to this Agreement a copy of Licensee's Florida Tax Exempt Certificate.
2. Mode of Payment of License Fees. Licensee agrees to pay the License Fees and applicable Florida sales tax to Operator by bank or cashier's check payable to "Palm Beach County Convention & Visitors Bureau", as provided in Exhibit "A".
3. Adjustment of License Fees. If the opening day of the Event is eighteen (18) months or more from the date of execution of this Agreement, the License Fees will be at the Operator's prevailing rates eighteen (18) months prior to the date of the opening day of the Event, and Exhibit A will be adjusted to reflect such rates. Any waiver of this policy must be issued in writing by the Operator's General Manager.
4. Services, Personnel, and Equipment Fees. For services, personnel, and equipment provided to Licensee by Operator under this Agreement, Licensee shall pay fees to Operator at Operator's prevailing rates. If the opening day of the Event is twelve (12) months or more from the date of execution of this Agreement, such fees will be at the Operator's prevailing rates twelve (12) months prior to the opening day of the Event. If the first day of the Event is less than twelve (12) months after the date of execution of this Agreement, such fees shall be at Operator's prevailing rates as in effect on the date of execution of this Agreement. Notwithstanding the foregoing, all fees for services or personnel purchased on the open market are subject to change to reflect extraordinary fluctuations in market costs. Any waiver of the provisions of this paragraph must be issued in writing by the Operator's General Manager.
5. Mode of Payment of Services, Personnel, and Equipment Fees.
 - a. Operator retains the right to require that Licensee pay the amount of Operator's good faith estimate of anticipated charges for services, personnel, and equipment (other than food and beverage services), plus applicable Florida sales tax, by bank or cashier's check, not later than thirty (30) days prior to the opening date of the Event.
 - b. Promptly after the close of the Event, Operator will provide to Licensee a final settlement of payments versus charges for services, personnel, and equipment and any other charges payable under this Agreement. If payments exceed such charges, Operator will include with such final settlement a check payable to Licensee in the amount of such overpayment. If such charges exceed payments, Operator will include with such final settlement an invoice for such shortfall, which shall be paid by Licensee immediately upon receipt.
6. Food and Beverage Fees. Licensee agrees to pay such deposit(s) and meet such payment schedule as are established by any agreements with Operator's contracted food and beverage provider for food and beverage services in connection with the Event.
7. Lien. Operator shall have the first lien against ticket office receipts and all property of Licensee upon the premises of the Center for all unpaid license fees, services, personnel, and equipment fees, and taxes due in connection with the Event. Operator is authorized to withhold from box office receipts all such sums, and if such funds are not available at the conclusion of the Event, to impound Licensee's property. Should such unpaid fees remain unpaid ten (10) days after the termination of the license granted under this Agreement,

Operator shall have the right to sell such property at private or public sales, and to apply the proceeds thereof and any box office receipts to the unpaid fees.

8. No Interest on Deposits. Operator is not obliged to pay interest on any deposit called for by this Agreement.
9. Late Charges. If Licensee fails to pay any amounts when due under this Agreement, it shall pay Operator a late charge of 1.5% per 30 days on the unpaid balance.

D. SERVICES

1. Notice of Event Requirements. As soon as practicable, but not less than thirty (30) days before the first move-in day of the Event, Licensee shall submit to Operator a full and detailed account of all event requirements and set-up, including stage, exhibit hall, and chair requirements, event personnel requirements, food and beverage requirements, and all such other information as may be required by Operator concerning the Event. In the event of late delivery of such information, Licensee will be responsible to Operator, to the limits of 768.28 Florida Statutes, for any claims arising out of such late delivery of information, and will be responsible for all labor costs, fees, and other costs arising out of such additional labor, fees, or costs result from such late delivery of information.
2. Floor Plan.
 - a. Prior to the sale, lease, or assignment of any exhibit space Licensee shall provide Operator five (5) copies of a Preliminary Floor Plan for the Event. Not less than thirty (30) days before the first move-in day of the Event, Licensee shall provide Operator with five (5) copies of a Tentative Final Floor Plan, including a description of all decorating, electrical, communications system, and plumbing work. Licensee will submit the Final Floor Plan not less than seven (7) days prior to the first move-in day. No move-in may begin without proof of approval of such Final Floor Plan by Operator and the Fire Marshall.
 - b. Operator reserves the right, by written notice after receipt of the Preliminary or Final Floor Plan, to require Licensee to make such changes, deletions, and additions to such floor plan as Operator deems reasonably necessary or desirable to ensure the efficient operation of the Facility. Failure by Licensee to make such reasonable changes within seven (7) says after receipt of notice thereof shall constitute default and Operator may deny Licensee access to Licensed Premises.
3. Services Provided by Operator Included in Rental. Operator shall furnish without cost to Licensee during Event show hours, normal seating setup, normal air conditioning or heat, overhead lighting, restroom facilities and janitorial services (consisting of one daily cleaning of common public areas but not including aisle or exhibit booth cleaning), in accordance with the Center's Operations Policies and Procedures.
4. Services Not Included in Rental. All services, personnel, and equipment in connection with the Event not provided by Operator under paragraph D3 shall be paid for by Licensee. Such services, personnel, and equipment include but are not limited to:
 - a. Move-in and move-out;
 - b. Seating arrangements other than standard seating;
 - c. Stage and stage lighting set-up and operation;
 - d. Sound set-up and operation (other than normal house public address system);
 - e. Decorations;
 - f. Equipment;
 - g. Guest services, such as security, crowd, and traffic personnel;
 - h. Nursing/medical personnel;
 - i. Food and beverage (through Operator's contracted food and beverage provider);
 - j. Exhibit aisle and booth cleaning services;

- k. Bulk trash removal;
 - l. Box offices services (See Section D7d);
 - m. Insurance (See Section G1);
 - n. Any required permits.
5. Determination of Personnel. Operator reserves the right to determine the number of personnel required to perform any of the services described in this Agreement, taking into account such requirements for police or other personnel as may be imposed by any governmental entity, whether any or all such functions are provided at Licensee's expense or by Licensee.
 6. Conformance with Policies and Procedures. Licensee agrees that all services and use of equipment in connection with the Event shall be performed in conformance with the Center's Operations Policies and Procedures as in force and effect at the time.
 7. Services Exclusively by Operator. Licensee acknowledges that it must use services, personnel, and equipment provided by the Operator for the following functions, and Operator reserves the exclusive right to provide such services, personnel, and equipment:
 - a. Security: Operator shall provide all personnel, including security personnel, to properly staff the Center in connection with the Event. Operator shall have the right to determine the appropriate number of security and other personnel necessary to properly serve and protect the public, and to make reasonable changes in such determination in response to changes in facts and circumstances, with reasonable notice to Licensee. Licensee shall pay the costs of such personnel, in accordance with the rates in Operator's then-current services cost schedule. Notwithstanding the foregoing, security personnel as may be required by extraordinary conditions of the Event shall be provided in such manner and at such cost as shall be mutually agreed to by the parties in a Security Rider to this Agreement.
 - b. Utilities and Telecommunications: Contracts for installation of utilities such as electricity, gas, and plumbing and for all telecommunications in connection with the Event shall be made by Operator, except as otherwise agreed in writing by Operator and Licensee. All such connections and related work, including any related costs incurred by Operator, will be at the expense of Licensee. Any electrical hookups from available power will be charged to Licensee in accordance with the rates in Operator's then-current services cost schedule.
 - c. Food & Beverage Services: Operator shall have the exclusive right to provide food and beverage services in connection with the Event, acting through its contracted food and beverage provider. Operator reserves the right to sell food and beverages at locations at the Center, including the Exhibit Hall, acting through its contracted food and beverage provider.
 - d. Box Office. Operator at all times reserves the authority, power and right to control the box office, including but not limited to ticket personnel and ticket sales revenue, as further provided in the Center's Operations Policies and Procedures.
 8. Decorating and Drayage. Operator reserves the option to provide on an exclusive basis the rental, installation, and removal of partitions, curtains, and other decorating and rigging in connection with the Event. If Operator exercises this option, Operator will provide Licensee with notice thereof not less than twelve (12) months prior to the date of the first day of the Event.
 9. Additional Services. In the event that Operator adds one or more exclusive services after the date of execution of this Agreement, Operator will provide to Licensee reasonable notice thereof and an opportunity to accept or reject the new service.
 10. Programs, Catalogues, and Novelties. Licensee or Licensee's contracted agent may sell programs, catalogues, and novelties related to the event and no others, and only on such terms and conditions as shall be agreed to in writing by Operator and Licensee in a Programs, Catalogues and Novelties Rider to

this Agreement. Such terms and conditions may include the right of the Operator to be paid a percentage of the gross receipts from any such items.

11. Free Samples. No free samples of food, beverage, or any product normally provided by the Operator may be given away or otherwise distributed without prior written permission of Operator.

E. CONDITIONS, STANDARDS, AND LIMITATIONS OF USE

1. Standards for Use by Licensee.
 - a. In all activities conducted at the Center in connection with the Event, Licensee will comply with (i) all laws, ordinances and regulations, including fire and safety rules, adopted or established by federal, state, or local governmental agencies or bodies and (ii) all rules and regulations applicable to the Center, including the Center's Facilities Guide, as may be adopted by Operator from time to time, and no activity in violation of such laws, rules, or regulations shall be permitted.
 - b. Licensee shall not use the Center, or permit any person to use the Center (i) in violation of the foregoing standards; (ii) in any manner that could void the insurance or increase the rate of insurance on the facility (e.g., use of hazardous materials in or around the Center), or (iii) in any manner that causes the Center or any equipment contained therein to be damaged, marred, or defaced, or to be altered in any way (including use of any nails, hooks, tacks, or screws).
2. Capacity. Licensee will not permit to be sold or distributed tickets or passes in excess of the capacity of the Licensed Premises as determined by Operator. Operator shall have the right to exclude from sale or distribution sufficient capacity as Operator deems necessary to facilitate substantial seating for any problems or unsatisfactory seating. In all cases, Operator will determine when capacity is reached and take necessary action to prevent the use from exceeding authorized limits.
3. Manner of Conduct. Licensee shall conduct all activities in connection with the Event in a dignified and orderly manner with full regard for public safety. No lewd or indecent actions, conduct, language, pictures, or portrayals, as determined in accordance with applicable prevailing standards in the community, shall be included in any activities in connection with the Event. Operator reserves the right to approve the performance, exhibition, or entertainment to be offered in connection with the Event in accordance with such standards, and Licensee agrees that no such performance, exhibition, or entertainment or any part thereof shall be given or provided if Operator files written objection thereto.
4. Objection by Operator. Licensee agrees that it will not allow any employee, agent, subcontractor, exhibitor, licensee, invitee, or patron at, in or about the Center who shall, upon reasonable, non-discriminatory grounds, be objected to by Operator and such person's right to use the Center may be revoked immediately by Operator. Operator reserves the right in its discretion to eject or cause to be ejected from the Center any objectionable person or persons, and neither Operator nor any of its directors, officers, agents, or employees shall be liable to Licensee for any damages that may be sustained by Licensee as a result thereof.
5. Civil Rights. Licensee agrees not to discriminate against any person because of race, religion, color, national origin, sex, age, handicap, disability, sexual orientation, or marital status, with respect to admission, services, employment, or other privileges offered to or enjoyed by the general public.
6. Ingress and Egress. All articles, exhibits, displays, supplies, and other materials shall be brought into or out of the Center only at such entrances and during such hours as designated by Operator.
7. Posting. Licensee will not post, or allow to be posted, any signs, cards, or posters except upon such display areas as Operator may provide. Any permitted use of such area is a non-exclusive right of use, and all such material is subject to approval by Operator, which approval shall not be unreasonably withheld.

8. Enforcement. Licensee shall be responsible for assuring and enforcing the application of each of the foregoing standards to all of Licensee's employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, and guests. In permitting use of the Licensed Premises, Operator reserves and retains the right to enforce all rules regarding the management and operation of the Center. Duly authorized agents or employees of Operator may enter upon the premises at any time and on any occasion without interference from Licensee. The Center, including the Licensed Premises, and all common areas, including the parking lots and grounds, shall at all times be under the charge and control of Operator.
9. Licenses and Permits; Collection of Sales Tax. Licensee agrees to pay promptly all taxes, excise or license fees and to obtain any licenses or permits in connection with the Event as may be required by federal, state, or local laws and ordinances or by any performing arts societies, such as ASCAP, BMI and/or SESAC for music or other works utilized or displayed in connection with the Event, and Licensee agrees to provide evidence of same to Operator upon request by Operator. Licensee also agrees to advise all exhibitors offering goods for sale in connection with the Event that applicable sales tax must be collected and paid over to the Florida Department of Revenue, designating the sales as having been made in the City of West Palm Beach, Florida.
10. Intellectual Property. Licensee shall bear all costs arising from the use of patented, trademarked, franchised, or copyrighted music materials, devices, process, or dramatic presentation used in connection with the Event, and agrees to be responsible to the limits of 768.28 Florida Statutes to Operator with respect to any claims arising from such use, in accordance with paragraph G2 of this Agreement.
11. Advertising. Licensee agrees that all advertising of the Event will be accurate and truthful, and will include accurate information of event times and ticket prices. Licensee will use the Center's logo in all advertising except as otherwise determined by Operator in its sole discretion. The parties acknowledge that dedicated, full-time advertising space in the public areas of the Center is the exclusive property of Operator and is not included in the license granted by this Agreement, except for Marquee notices and other signage as approved by Operator in accordance with standards of the industry, and as may otherwise be agreed to in writing by the Parties in an Advertising Rider to this Agreement. Title sponsorship and presenter sponsorship, and any other advertising conducted in connection with the Event will be permitted in accordance with standards of the industry upon written notice to Operator and a determination by operator that such sponsorship or advertising is not in conflict with any contractual obligations of Operator and will be conducted in accordance with the Center's Operations Policies and Procedures. No sponsorship or advertising activities may be conducted on Center premises by Licensee or its agents, licensees, or invitees, except as provided in this paragraph.
12. Agreement to Quit Premises. Licensee agrees to vacate the Center premises no later than the time provided in Exhibit A.
13. Removal of Property. Licensee agrees to remove from the Center premises all property of Licensee and its employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, and guests at or before the time provided in Exhibit A. Operator shall be authorized to remove at the expense of Licensee any such property remaining on the Center premises at or after such time. Licensee shall be responsible for payment of storage costs for material removed or stored under this provision. Licensee agrees that Operator will have a first lien on such materials for payment of costs accrued for such removal and storage.
14. Return of Premises. Licensee agrees to leave the Licensed Premises in the same condition with ordinary wear and use thereof excepted. At the conclusion of the Event, Operator will conduct a post-use inspection which the Licensee shall attend, to ascertain damage, if any, to the Center resulting from the use of the Licensed Premises pursuant the license granted by this Agreement. Operator will notify Licensee within a reasonable time of the extent of any damage and the cost to repair.
15. Payment for Damages to Premises. Licensee agrees to pay the costs of repair or replacement for any and all damages whatsoever to the Center premises or equipment on the Center premises arising out of the use of the Licensed Premises by Licensee's employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, guests, and those for whom Licensee is responsible at law. Licensee further agrees that Operator

Licensee's Initials _____

Operator's Initials _____

may retain ticket sales receipts in an amount equal to the estimated costs for such repairs or restoration. In such event, Operator shall provide a detailed accounting and settlement when such repairs or restoration are completed.

16. Other Events. Licensee acknowledges that other events may be scheduled for other spaces within the Center not covered by this Agreement. Licensee acknowledges that the public parking areas of the Center are not exclusive for the Event.
17. Announcements. Operator reserves the right to make announcements at appropriate times regarding future attractions and location of concessions, and to make any other announcements as Operator may deem necessary at any time in the interest of public safety, and Licensee agrees to cooperate with Operator in making such announcements.
18. Lost Articles. Operator shall have the sole right to collect and retain for the rightful owner any articles lost or left on the Center premises by persons attending any events, and Licensee shall cooperate with Operator in, and not interfere with, the collection, custody, or care of such articles. Such articles shall be collected, kept, and cared for, and if unclaimed disposed of, by Operator in accordance with the Center's Operations Policies and Procedures.

F. UNAVAILABILITY, INTERRUPTION, CANCELLATION

1. Expansion Construction. The parties acknowledge that the Center is planned to be associated with an adjacent hotel and to include certain expanded facilities to be constructed in the future. The parties further acknowledge that during construction of the referenced projects, Operator will use its best efforts to minimize inconvenience or disturbances to Licensee and Licensee's employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, and guests during such construction. However, it is expressly acknowledged and agreed by the parties that Operator assumes no liability for disruption, loss, or damage that may be incurred by Licensee or Licensee's employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, and guests as a result of any construction or expansion of the Center or affiliated facilities, and that Operator's sole responsibility to said parties for such construction or expansion shall be as stated herein.
2. Impossibility of Performance. In the event that any unforeseen occurrence beyond the control of the parties, including but not limited to fire, casualty, failure of utility service, labor strike, windstorm, flood, earthquake, explosion, riot, sabotage, act of war or terrorism, or the requisition of the Licensed Premises by a federal, state, or local governmental unit or agency, shall render impossible the substantial performance of any material provision of this Agreement by Operator or Licensee, then and thereupon this Agreement shall terminate. If such termination occurs prior to the Event, then Operator shall promptly return to Licensee any fees paid to Operator by Licensee in connection with the Event, and, except for the return of said fees, Licensee shall have no claim against Operator by reason of the cancellation of the Event. If such termination occurs on or after the first move-in day of the Event, Licensee shall pay rental fees for the Licensed Premises prorated for the term of the license prior to such termination, together with any fees for services rendered, or personnel or equipment provided to the date of termination. Except for the return of such payments or payment of such fees, neither party shall have any claim against the other or its directors, officers, employees, or agents, for damages, compensation, or otherwise, by reason of such termination.
3. Interruption for Public Safety. Operator reserves the right to cause the interruption of any performance or event in the interest of public safety. Should it become necessary in the judgment of Operator to evacuate the Licensed Premises for any reason, the license term shall be extended for sufficient time to complete the Event without additional rental charge, provided that such extension does not interfere with the next following license for use of the Center. If it is not possible to complete the Event, applicable fees shall be forfeited, prorated, or adjusted at the reasonable discretion of Operator based on the circumstances, and Licensee hereby waives any claim for damages or compensation from Operator arising out of such evacuation.

4. Cancellation by Licensee. Should Licensee cancel the Event covered under this Agreement for any reason other than as provided in paragraphs F-1 or F-3 above, or should Operator terminate this Agreement pursuant to paragraph H-2 below, Licensee agrees to pay Operator the following amounts, together with any services, personnel, and equipment fees reasonably incurred in respect of the Event through the date of notice of such Cancellation, as liquidated damages and not as a penalty and the parties agree that such amounts constitute reasonable provision for liquidated damages:

- a. If Licensee cancels more than twenty-four (24) months before the date of the first day of the Event, Operator will retain the initial deposit as provided in Exhibit A hereto.
- b. If Licensee cancels more than eighteen (18) months but not more than twenty-four (24) months before the date of the first day of the Event, Licensee will pay to Operator one-half of the total license fee payable as provided in Exhibit A hereto, and Operator will retain any deposits received from Licensee and credit the amount of such deposits against the amount of license fee due.
- c. If Licensee cancels eighteen (18) months or less before the date of the first day of the Event, Licensee will pay to Operator the entire license fee payable as provided in Exhibit A hereto, and Operator will retain any deposits received from Licensee and credit the amount of such deposits against the amount of such license fee.

Operator shall make all reasonable attempts to resell the cancelled space, and shall refund to Licensee all or a portion of the liquidated damages amount paid by Licensee to the extent offset by the new license fee received from the re-licensing of the cancelled space, except that Operator will in any event retain (i) an amount equal to ten percent (10%) of the License Fee to cover its administrative expense; (ii) an amount corresponding to the documented additional sales expense incurred in re-licensing the cancelled space; (iii), if the cancelled space is resold for a special event or a public show, an amount equal to twenty percent (20%) of the License Fee to offset the loss of revenue from the sale of labor and services; and (iv), in Operator's sole discretion, an amount as may needed to offset any liability or debt incurred by Licensee under any other license agreement with Operator. No such payments will be made until after the event for which the space is re-licensed has taken place. Switching of space and/or dates by an existing contracted event into the cancelled space and/or dates shall not constitute a reselling of space or entitle Licensee to a refund.

G. INSURANCE, INDEMNIFICATION AND LIABILITY

1. Insurance. Licensee represents and warrants that it is self-insured under the provisions of Florida Statutes 768.28 and meets all the requirements of said statute. Licensee will provide a certificate of insurance outlining those coverages if so requested.
2. Indemnification. Licensee recognizes its respective liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that Licensee has under said statute. Operator shall, in addition to any other obligation to indemnify Licensee and to the fullest extent permitted by law, protect, indemnify and hold harmless Licensee, its agents, officers, elected officials and employees from and against all claims, actions, liability, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of Operator, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of Operator's duties under this Agreement; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of Operator's duties under this Agreement. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Operator under workers' compensation acts; disability benefit acts, or other employee benefit acts. Operator recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by Licensee in support of this indemnification in

accordance with the laws of the State of Florida. This provision will survive the termination of this Agreement.

H. ENFORCEMENT OF AGREEMENT

1. Retention of Privileges. The waiver or failure of Operator to insist upon strict and prompt performance by Licensee of the covenants and agreements hereunder or any of them, and the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of Operator's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of Licensee.
2. Termination for Material Default. Should a party default in the performance of any material term or condition of this Agreement, and, after notice thereof from the other party, fail to cure such default within thirty (30) days or such shorter time established in such notice as is reasonable under the circumstances, then such other party, at its option, may immediately terminate this Agreement (and any other agreement between the parties) by written notice to the defaulting party.
3. Liability for Fees Paid. In the event of a termination by Operator under paragraph H-2, Licensee shall be liable for payments as provided in paragraph F-4. In the event of termination by Licensee under paragraph H-2, Licensee shall be entitled to a return of payments made to Operator.
4. Suit to Enforce. Should either party institute suit or other action against the other party to enforce, or seek damages as a result of breach of, any provision of this Agreement, the prevailing party shall recover all damages provided by this Agreement or at law or in equity, all costs and reimbursements provided by statute, and all litigation costs and reasonable attorney's fees (including appeal). Venue for any litigation arising out of or in connection with this Agreement shall lie in Palm Beach County, Florida.
5. Termination by County In the event that County terminates the Convention Center Management Agreement with Operator for any reason not the fault of Operator, Operator shall not be responsible or liable to Licensee for any delay, inconvenience or damages of whatever nature suffered by Licensee under this Agreement on account of such termination.

I. GENERAL PROVISIONS

1. Contract Administrator. Operator hereby appoints Contract Administrator to act as contract administrator with respect to this Agreement. In such capacity, Contract Administrator shall have full authority to act on behalf of Operator as operator's authorized agent with respect hereto.
2. County as Third Party Beneficiary. County is hereby expressly made a third party beneficiary of this Agreement, with full power and authority to enforce this Agreement to the same effect as if it had expressly been made a party hereto. Notwithstanding the foregoing, County shall not have any obligations whatsoever under this Agreement, it being acknowledged and agreed by the party herewith contracting with Operator that Operator, and not County, shall be responsible for payment and performance of any obligations of Operator set forth herein or arising out of this Agreement; provided, however, that in the event of the termination of the Convention Center Management Agreement between County and Operator, this Agreement shall remain in full force and effect, with County to be substituted for Operator as a party to this Agreement, and County shall be entitled to receive the benefits of the same.
3. Notices. All notices required or permitted to be given to any party pursuant to this Agreement shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid courier services. All such notices shall be deemed to have been provided when delivered, if personally or refused by those individuals or entities designated below. The designation of the individuals to be so notified and the addresses of such individuals or entities for the purpose of notice may be changed from time to time by written notice to the other party, in a manner provided herein for giving notice. Unless and until such written notice is received, the last name and address stated herein

shall be deemed to continue in effect for all purposes hereunder. Any notices required or permitted to be given under this Agreement shall be made to the parties as follows:

As to Operator:

Palm Beach County
Convention Center
650 Okeechobee Blvd.
West Palm Beach, FL 33401
Attention: President

As to Licensee:

The School Board of Palm Beach County
3318 Forest Hill Boulevard, A-204
West Palm Beach, FL 33406
Attention: Celia Elrod

4. Non-Assignment. Licensee may not assign, transfer, or sublet this Agreement or its right, title or interest therein without Operator's prior written approval, such approval not to be unreasonably withheld.
5. Application of Agreement. All terms and conditions of this Agreement shall be binding upon the parties hereto and their successors in interest and permitted assigns.
6. Complete Agreement. This Agreement constitutes the complete agreement between the Parties as to its subject matter, and supercedes any prior written or oral agreements or understandings between the Parties with respect to the same. No provision of this Agreement may be amended, added, or waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents of the parties hereto.
7. Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.
8. Severability. In the event that any provision of this Agreement or the application thereto to any person or circumstance shall be inapplicable, invalid, illegal, or unenforceable in any respect, the remainder of this Agreement and application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.
9. Governing Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit, or proceeding in connection with this Agreement shall lie in a State court of competent jurisdiction located in Palm Beach County, Florida.
10. Approval of Agreement. This Agreement is not binding upon Operator until executed on behalf of Operator, and will be effective as of the date that it is executed on behalf of Operator.
11. Authority to Contract. Each party warrants and represents that its signatory is duly authorized to execute this Agreement as the binding act of the party, and agrees to be bound hereby.
12. No Rights beyond Agreement. Nothing in this Agreement or the implementation hereof shall be construed as implying, providing or creating a right of Licensee for use or contract for use of the Center or any part of the Center, beyond such rights, including space, dates, and rates, as are specifically provided in this Agreement, including any Riders or amendments hereto.

Licensee's Initials _____

Operator's Initials _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective on the date of such execution by the Operator:

OPERATOR:

Palm Beach County
Convention Center

Witness:

[Seal]

By: _____

Name: _____

Title: _____

LICENSEE:

The School Board of Palm Beach County

Attest:

By: _____

By: _____
[Seal]

[or]

Name: _____

Witness: _____

Title: _____

Witness: _____

Reviewed as to terms and conditions:

Reviewed as to terms and conditions:

Operator Department Head

Contract Administrator

Approved as to terms and conditions:

Approved as to form and legal
Sufficiency:

Operator General Manager

[Handwritten Signature]

Operator Legal Counsel

EXHIBIT A

Event: Planting Seeds for Success October 2005

| Date | Start Time | End Time | Function | Room | Room Rental |
|-----------|------------|----------|------------|----------------|-------------|
| 10/8/2005 | 6:00 AM | 4:00 PM | Conference | Grand Ballroom | 0.00* |
| 10/8/2005 | 6:00 AM | 4:00 PM | Conference | Ballroom BC | 0.00* |
| 10/8/2005 | 6:00 AM | 4:00 PM | Conference | Mtg Rm 1E | 0.00* |
| 10/8/2005 | 6:00 AM | 4:00 PM | Conference | Mtg Rm 2A,B,&C | 0.00* |
| 10/8/2005 | 6:00 AM | 4:00 PM | Conference | Mtg Rm 1L | 0.00* |
| 10/8/2005 | 6:00 AM | 4:00 PM | Conference | Mtg Rm 2D,E&F | 0.00* |

*A food and beverage minimum of \$12,000.00 must be met in order to waive room rental fees of \$11,150.00. Should this minimum not be met, room rental fees will apply. This food and beverage minimum does not include sales tax and service charge.

A deposit in the amount of \$12,750.00 will be retained on behalf of Operator by Operator's food service provider Aramark Sports & Entertainment Services, Inc. in the event of a cancellation. Should this event take place as scheduled on 10/8/05, this deposit will be applied to the food and beverage balance.

1/ An estimated facilities fee of \$250.00 will be charged based on final attendance and will be included in the final settlement as per Section C5b.

Licensee's Initials _____

Operator's Initials _____

EXHIBIT A

(Continued)

Event: Planting Seeds for Success October 2005

| Deposit Type | Deposit Order | Due Date | Amount Due | Received Date | Amount Received |
|---------------------------|---------------|-----------|------------|---------------|-----------------|
| Food and Beverage Deposit | 1 | 8/31/2005 | 5,000.00 | | 0.00 |
| Food and Beverage Deposit | 2 | 9/15/2005 | 7,750.00 | | 0.00 |
| Food and Beverage Deposit | 3 | 10/4/2005 | BALANCE | | |

1/ If tax-exempt, provide Florida tax-exempt number: 60-22-113432-53C
and attach certificate of tax-exempt status.

2/ Payable by bank or cashier's check.

ALL DEPOSITS ARE NON-REFUNDABLE (EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT) AND ARE SUBJECT TO APPLICABLE FLORIDA SALES TAX.

ARAMARK Sports and Entertainment Services

PALM BEACH COUNTY CONVENTION CENTER
650 Okeechobee Boulevard
West Palm Beach, FL 33401
Phone: 561-366-3030
e-fax: 561-366-3030
www.aramark.com

CATERING SERVICES AGREEMENT

Date: 7/19/05

This Agreement is by and between ARAMARK at Palm Beach County Convention Center ("Caterer") and the Palm Beach County School District ("Customer"), having an address of:

3030 Forest Hill Blvd.
A-204
West Palm Beach, Florida 33406

Attention: Celia Elrod
Phone: 561-434-8444
Fax:

Caterer and Customer, intending to be legally bound, agree as follows:

I. CATERER'S SERVICES

Caterer shall cater and serve the menu(s) agreed to by the parties at Customer's event(s) (the "Event(s)"), which Event(s) shall be held at The Palm Beach County Convention Center (the "Facility") as described on the catering order(s) attached or to be attached to this Agreement and made a part hereof (the "Catering Order(s)"). To the extent Catering Orders are created hereafter, once such Catering Orders are signed by both parties, they shall be deemed to be part of, and are hereby incorporated into, this Agreement.

II. CHARGES FOR CATERING SERVICES

A. Per Person Charges. If the Catering Order(s) provides for per person charges, Customer shall pay Caterer for every person served at each Event at the per person charges specified on the Catering Order(s); provided, however, that if the number of persons served at the Event(s) is less than the Guaranteed Attendance (defined in Paragraph II. E.), Customer shall pay the per person charges on the basis of the Guaranteed Attendance. Caterer reserves the right to count guests as they enter (or at a mutually agreeable time when an accurate count may be made) during each Event which is billed on a per person basis.

B. Service Charges; Taxes; Additional Charges. Customer shall pay to Caterer:

- (1) A service charge in an amount equal to 20% of all charges made by Caterer;
- (2) Group is tax exempt
- (3) All other charges specified on the Catering Order(s) or otherwise ordered by Customer or its agent(s);
- (4) All other charges and sums required to be paid by Customer pursuant to the terms of this Agreement.

If Customer is an entity claiming exemption from taxation, Customer must deliver to Caterer satisfactory evidence of such exemption prior to the Event(s) in order to be relieved of its obligation to pay state and local sales taxes.

C. Deposit; Time of Payment.

- (1) Customer shall pay a deposit (the "Deposit") of \$12,750 (i.e., 100% of the total charges for the Event(s)) not later than September 15, 2005. The Deposit will not bear interest.
- (2) Caterer shall not be required to provide any services hereunder, nor will Caterer be required to commence planning for the Event(s), unless and until Customer has returned a signed copy of this Agreement to Caterer and has paid the Deposit to Caterer.
- (3) Customer shall pay the balance of the charges due under this Agreement prior to the Event(s), in accordance with the following payment schedule:

Amount Due:
\$5,000.00
\$7,750.00
Balance in Full

Due Date:
August 31, 2005
September 15, 2005
October 4, 2005

Any additional amounts due Caterer from Customer based on the actual number of persons served and any variable and other charges payable pursuant to this Agreement will be determined following the Event(s). All such amounts shall be payable upon Customer's receipt of Caterer's invoice.

- (4) Neither the Deposit nor any other prepaid amounts will be refunded to Customer in the event Customer cancels the Event(s), except as follows: (a) in the event a written cancellation notice is received less than 60 days, but more than 30 days, from the first scheduled Event, Customer shall pay to Caterer a cancellation fee equal to 25% of the estimated food and beverage charges; (b) in the event a written cancellation notice is received less than 30 days from the first scheduled Event, but before the Guaranteed Attendance is due, Customer shall pay to Caterer a cancellation fee equal to 50% of the estimated food and beverage charges; and (c) any cancellation received after the Guaranteed Attendance is due will result in a cancellation fee payable by Customer to Caterer equal to 100% of the estimated food and beverage charges. Caterer may retain any cancellation fee due to Caterer from Deposits or other prepaid amounts paid by Customer. Customer acknowledges and agrees that cancellation of any one or more of the Events listed below, even if not representing a cancellation of all of Customer's Events, will require payment of a cancellation fee in accordance with this Section:

1. Planting Seeds for Success 2005

D. Charges for Late Payments. Customer shall pay interest at the rate of 1.5% per month (or, if lower, the maximum legal rate) on all payments not made within thirty (30) days following the date such payments are due, which interest shall accrue from the date due until the date of payment.

E. Guaranteed Attendance.

- (1) Customer shall notify of the minimum number of persons Customer guarantees will attend the Event(s) (the "Guaranteed Attendance"), in accordance with the following schedule:

| <u>Estimated Attendance (per Event):</u> | <u>Days in Advance Guaranteed Attendance is Due (excludes holidays and weekends):</u> |
|--|---|
| Up to 500 | 3 days |
| 501 to 2,500 | 5 days |
| Over 2,500 | 7 days |

The Guaranteed Attendance (a) shall not exceed the maximum capacity of the areas within the Facility in which the Event(s) will be held, and (b) shall not decrease by more than 25% (or more than 1,000 people, whichever is lower) of the estimated attendance specified on the Catering Event Order(s). Caterer shall be entitled to charge and collect from Customer any reasonable costs incurred by Caterer in the event the Guaranteed Attendance figure provided by Customer is not within the limits stated in this paragraph.

- (2) If Customer fails to notify Caterer of the Guaranteed Attendance within the time required, (a) Caterer shall prepare for and provide services to persons attending the Event(s) on the basis of the estimated attendance specified on the Catering Order(s), and (b) such estimated attendance shall be deemed to be the Guaranteed Attendance.
- (3) Caterer will be prepared to serve 5% above the Guaranteed Attendance (but not to exceed 50 meals; the "Overage"). In the event that Caterer serves 10% in excess of the Guaranteed Attendance, Customer shall pay a surcharge of 10% of the per person charge for each person served at the Event(s) in excess of the total of the Guaranteed Attendance plus 10%. In the event the Guaranteed Attendance increases (which may only increase with ARAMARK's approval), following the time the Guaranteed Attendance was due, the 5% overage will no longer apply.

III. MISCELLANEOUS PROVISIONS

- A. PROHIBITION ON OUTSIDE FOOD AND BEVERAGES. NO FOOD OR BEVERAGES MAY BE BROUGHT INTO THE FACILITY FOR ANY PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF CATERER.
- B. Liquor Laws. Customer shall comply with all applicable local and state liquor laws, and further agrees that neither Customer nor Customer's guests will request, proffer, or serve alcoholic beverages to any minors, or to any persons who, in the opinion of Caterer, are intoxicated.
- C. Set-ups and Floor Plans. ARAMARK reserves the right to approve, and make changes to, all floor plans and layouts of all event areas where ARAMARK's services are to be provided, as deemed necessary in ARAMARK's sole discretion, to enable the safe and efficient conduct of ARAMARK's services by ARAMARK's staff. Without limiting the generality of the foregoing, ARAMARK reserves the right to specify the locations and configuration of all décor, tables, buffet and service stations, aisles, and staging and breakdown areas.
- D. Changes in Service. The dates and times of service specified on the Catering Order(s) and the other terms and conditions of this Agreement may be changed only by a written addendum signed by both Customer and Caterer. Any additional expenses arising from changes made at the Customer's request will be paid by the Customer.
- E. Force Majeure. Neither Caterer nor Customer shall be responsible for any losses or damages of any kind resulting from their respective non-fulfillment of any terms or conditions of this Agreement if such non-fulfillment results in whole or part from war, riot, strike, flood, or any other act or occurrence beyond its control; provided, however, that in the event of non-fulfillment by Customer, Caterer may recover its actual costs incurred in preparing for the Event(s), which amounts may be retained by Caterer from Deposits and other prepaid amounts.
- F. Limitation of Damages. Notwithstanding anything contained herein to the contrary, in the event of any claim by Customer against Caterer in respect of this Agreement or the services rendered by Caterer hereunder, Caterer's liability to Customer shall be limited to the lesser of: (i) the actual, direct damages, if any, incurred by Customer; or (ii) the sum of the charges paid or payable by Customer to Caterer for the services contemplated; in all cases regardless of the basis upon which liability is asserted. Without limiting the generality of the foregoing, in the event of any claim on the basis that Caterer failed to provide any products or services of the quantity, or type, or at the level of quality or timeliness, required hereby, Caterer's liability to Customer shall be limited to a refund only of those amounts actually paid by Customer to Caterer for the specific products or services affected. Such remedies shall be the sole and exclusive remedies available to Customer. In no event shall either party be liable to the other for any lost profits or opportunity of such other party (regardless of whether a party is advised of same), consequential, special or punitive damages.
- G. No Third Party Beneficiary. Nothing contained in this Agreement is intended to, or shall be deemed to confer, a third party beneficiary right upon any person, firm or corporation whatsoever.
- H. Authority. Each person signing this Agreement on behalf of Customer represents that he/she has full authority to legally bind Customer, and such person(s) shall be jointly and severally liable for all amounts owing if such representation is untrue.
- I. Assignment. Customer may not assign this Agreement or any of Customer's rights hereunder without the prior written consent of Caterer.
- J. Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective heirs, administrators, executors, and permitted successors and assigns.
- K. Integration. This Agreement states the entire agreement of the parties with regard to the matters described herein and supersedes all previous agreements, oral or written.
- L. Counterparts; Facsimile Execution. This Agreement may be signed in one or more counterparts, which, when taken together, shall constitute but a single document when executed by all of the parties. Each of the parties agrees that its facsimile signature on this Agreement shall have the same force and effect as an original, non-facsimile signature by such party.

In Witness Whereof, Customer and Caterer have executed this Agreement.

Palm Beach County Convention Center

Maria Walker
Director of Sales

CUSTOMER NAME

Celia Elrod
Celia Elrod