

**LICENSE AGREEMENT
PALM BEACH COUNTY CONVENTION CENTER
For
2006 High School Graduations**

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 Graduation to be known as 2006 High School Graduations (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.

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6. **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

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

- 8 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.
9. **No Interest on Deposits** Operator is not obliged to pay interest on any deposit called for by this Agreement.
10. **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 late delivery of information. Operator shall be the sole judge, acting reasonably and in good faith, of what additional labor, fees, or costs result from such late delivery of information.

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) days 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;

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- f. Equipment;
- g. Guest services, such as security, crowd, and traffic personnel;
- h. Nursing/medical personnel;
Food and beverage (through Operator's contracted food and beverage provider).
Exhibit aisle and booth cleaning services;
- k. Bulk trash removal;
Box offices services (See Section D7d);
- m. Insurance (See Section G1);
- n. Any required permits.

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.

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10. **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.
11. **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.
12. **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

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.

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 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.

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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 be 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.

GENERAL PROVISIONS

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
 West Palm Beach, FL 33406
 Attention: Dr. Tom Pearson

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.
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.

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]

Approved As To Form
And Legal Sufficiency
Blair W 12/16/15

Name: Tom Lynch

Witness:

Title: School Board Chair

Witness: _____

By: _____

Reviewed as to terms and conditions:

Reviewed as to terms and conditions:

Name: Arthur C. Johnson

Operator Department Head

Contract Administrator

Title: Superintendent

Approved as to terms and conditions:

Approved as to form and legal
Sufficiency:

Operator General Manager

Operator Legal Counsel

EXHIBIT A

Event: 2006 High School Graduations

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
5/23/2006	6:00 AM	11:59 PM	Graduation	Entire Exhibit Hall			9,250.00
5/23/2006	6:00 AM	11:59 PM	Graduation	Mtg Rm 2A, B & C			0.00
5/24/2006	6:00 AM	11:59 PM	Graduation	Mtg Rm 2A, B & C			0.00
5/24/2006	6:00 AM	11:59 PM	Graduation	Entire Exhibit Hall			9,250.00
5/25/2006	6:00 AM	11:59 PM	Graduation	Entire Exhibit Hall			9,250.00
5/25/2006	6:00 AM	11:59 PM	Graduation	Mtg Rm 2A, B & C			0.00
5/26/2006	6:00 AM	11:59 PM	Graduation	Mtg Rm 2A, B & C			0.00
5/26/2006	6:00 AM	11:59 PM	Graduation	Entire Exhibit Hall			9,250.00
Total							\$37,000.00

1/ An estimated facilities fee of \$13,500.00 will be charged based on the current estimated attendance of 27,000 for all graduations. The amount of facility fees billed will be charged after we have received a final attendance and will be included in the final settlement as per Section C5b.

Licensee's Initials

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Operator's Initials

EXHIBIT A
(Continued)

Event: 2006 High School Graduations

Deposit Type	Due Date	Amount Due	Received Date	Amount Received
First Rent Deposit	11/15/2005	\$9,250.00		0.00
Second Rent Deposit	2/15/2006	\$22,200.00		0.00
Third Rent Deposit	4/15/2006	\$5,550.00		0.00

- 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.

Licensee's Initials

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Operator's Initials

Name: Palm Beach County School District Graduation
Event Contact: Tom Pearson
Phone: 561-434-8161
Invoice Contact: Tom Pearson
Phone: 561-434-8161
Tax Exempt? Yes
Business Name: Palm Beach County School District - Department of Instructional Support
Business Address: 3300 Forest Hill Boulevard C-206
 West Palm Beach, FL 33406

Event Dates and Times: 5/23/06 - 5/26/06 8:00AM-9:00PM

EVENT LOCATION: Exhibit Hall AB

AUDIO/VISUAL

1.00	\$26,715.00	\$26,715.00	<i>Please see the attached document for AV detail</i>
1.00	\$1,050.00	\$1,050.00	<i>Optional DVD Recorder to Record each Event: Price Shown Includes Service Charge</i>
		<u>\$27,765.00</u>	Subtotal AUDIO VISUAL
		<u>\$0.00</u>	Sales Tax
		<u>\$27,765.00</u>	TOTAL AUDIO/VISUAL

BOX OFFICE

30,000.00	\$0.05	\$1,500.00	<i>Tickets Printed: 34,825 Tickets printed in 2005</i>
		<u>\$1,500.00</u>	Subtotal BOX OFFICE
		<u>\$0.00</u>	Sales Tax
		<u>\$1,500.00</u>	TOTAL BOX OFFICE

PARKING / PARKING POLICE

4.00	\$6,600.00	\$26,400.00	<i>Daily rate for parking lot buyouts during graduations: Four days at \$6,600 per day</i>
48.00	\$30.00	\$1,440.00	<i>(2) Traffic Control Police for 6 hours each day for four days: 48 hours total</i>
		<u>\$27,840.00</u>	TOTAL PARKING

INSURANCE

30,000.00	\$0.50	\$15,000.00	<i>Facility Fee is based on attendance for each school per person Estimate based on 28,600 attending 2005</i>
		<u>\$15,000.00</u>	TOTAL INSURANCE

EQUIPMENT

1,440.00	\$2.00	\$2,880.00	<i>Exhibit Hall: 36'D x 40'W x 48"H Stage - per square foot</i>
96.00	\$1.00	\$96.00	<i>Additional riser sections for technician station: 8'Dx12'Wx24"H</i>
40.00	\$5.00	\$200.00	<i>Exhibit Hall: 40' length of 12'H black pipe and drape at rear of stage</i>
1.00	\$50.00	\$50.00	<i>Additional Podiums for Exhibit Hall (1)</i>
10.00	\$25.00	\$250.00	<i>Additional 8' tables with linen and skirting</i>
1.00	\$700.00	\$700.00	<i>290 feet of 8'H Black Pipe and Drapes across the south wall of the exhibit hall</i>
		<u>\$4,176.00</u>	Subtotal EQUIPMENT
		<u>\$0.00</u>	Sales Tax
		<u>\$4,176.00</u>	TOTAL EQUIPMENT

SETUP / HOUSEKEEPING

2,000.00	\$1.00	\$2,000.00	<i>First 2,000 chairs set in Exhibit Hall</i>
1.00	\$1,500.00	\$1,500.00	<i>Additional labor for chairs set in the Exhibit Hall</i>
		<u>\$3,500.00</u>	Subtotal SETUP / HOUSEKEEPING
		<u>\$0.00</u>	Sales Tax
		<u>\$3,500.00</u>	TOTAL SETUP / HOUSEKEEPING

MEDICAL PERSONNEL / POLICE

31.50	\$50.00	\$1,575.00	<i>Paramedic Hours</i> <i>5/24 7a-5p(10), 5/25 11:30a-9:30p(10), 5/26 12p-4p(4), 5/27 8:30a-12p(3.5), 5:30p-9:30p(4)</i>
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\$1,575.00
\$0.00
\$1,575.00

Subtotal MEDICAL PERSONNEL
Sales Tax
TOTAL MEDICAL PERSONNEL

SPECIAL SERVICE STAFF

31.00	\$21.00	\$651.00	<i>Dock Manager - 5/24 (4), 5/25 (11.5), 5/26 (4.5), 5/27 (11)</i>
72.50	\$16.00	\$1,160.00	<i>Ticket Takers - 5/24 (13), 5/25 (24), 5/26 (12), 5/27 (23.5)</i>

\$1,811.00
\$0.00
\$1,811.00

Subtotal SPECIAL SERVICE STAFF
Sales Tax
TOTAL SPECIAL SERVICE STAFF

SPACE RENTAL

4.00	\$9,250.00	\$37,000.00	<i>Graduation Space Rental per day</i>
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\$37,000.00
\$0.00
\$37,000.00

Subtotal SPACE RENTAL
Sales Tax
TOTAL SPACE RENTAL

\$120,167.00
\$0.00

Sub-Total
Sales Tax (6.5%)

\$120,167.00

TOTAL AMOUNT DUE

\$124,973.68

Total Amount Due if paid with credit card (convenience fee included)

Payment Received

Amount \$ _____	Check # _____	<input type="checkbox"/> Copy of Payment attached
Date ____/____/____	Credit Card Auth # _____	
	Credit Card Type <input type="checkbox"/> AMEX <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa	

Event Estimate

Approved:


October 18, 2005

Palm Beach County School District Graduation

Client Signature

PBCCC Event Manager

Event Manager Signature



 Brenda Magee, Ed.D.
 Director of Secondary, Adult
 & Community Education Department

**TEACHING GYMNASIUM
FLORIDA ATLANTIC UNIVERSITY
Boca Raton, Florida
FACILITIES USE AGREEMENT**

THIS IS AN AGREEMENT, dated **February 16, 2006** between Florida Atlantic University, acting for and on behalf of the Florida Atlantic University Board of Trustees, (the "UNIVERSITY") and **The School Board of Palm Beach County** (the "USER"). Subject to certain terms and conditions, the UNIVERSITY is willing to make certain facilities and services available to the User, as described in the attached Facilities Application-Reservation form, which will be executed by the User at the same time as the agreement, and which is incorporated and made part of this agreement.

In consideration of the mutual promises and covenants of this Agreement, and other valuable consideration, the adequacy and receipt of which are acknowledged, the Parties agree as follows:

1. In order to ensure that the specified facilities and services are reserved for the USER's use, the USER acknowledges and agrees that this Agreement must be signed in triplicate and that all copies must then be returned to the UNIVERSITY for official signatures. Payment of all charges estimated by the UNIVERSITY must be returned thirty (30) days prior to the event date. The USER is required to submit a **non-refundable** deposit equal to ten percent (10%) of the base rental fee at the time of submission of this agreement to the UNIVERSITY. This deposit can be waived by the UNIVERSITY under certain circumstances with the approval of the Facility Manager. The USER agrees to pay all sums due to the UNIVERSITY check or money order payable to "Florida Atlantic University." Payment shall be made to the Athletic Office of the corresponding facility. Instructions provided by the UNIVERSITY and included with an advance billing invoice must be strictly followed by the USER. The UNIVERSITY will calculate final charges upon completion of the USER's event and will bill USER for additional charges or reimburse the USER for any excess payment. The USER agrees to pay to the UNIVERSITY within 30 days any sum which may be due to the UNIVERSITY for additional personnel, services, accommodations, materials, equipment or any item furnished or loaned by the UNIVERSITY to the USER. The USER agrees to pay all fees and charges incurred by the UNIVERSITY as they relate to the event including, if applicable, the cancellation fee, as defined in the Fee Schedule, if USER cancels the event authorized by this Agreement. The USER agrees to pay a reasonable attorney's fee and court costs for any amounts which may require collection by the UNIVERSITY after such amounts become past due.

2. The USER shall inform the UNIVERSITY Facility Manager at least ten (10) business days in advance of the event, in writing, of the USER's final requirements for all services, and/or equipment. If USER fails to do so, the Facility Manager shall determine the extent of services and/or equipment necessary. The USER shall promptly pay all charges for such services and equipment so furnished.

3. All ticketed events will be administered through the University Center Box Office. All Box Office fees will be assigned in accordance with the **Facility Fee Schedule** and **Facilities Use Agreement**. The full price of all tickets will include a fifty cent (\$.50) UNIVERSITY fee. Non-ticketed events will be charged a fifty cent (\$.50) per person per event UNIVERSITY Fee based on the estimated attendance. This fee will be part of the estimated cost of usage of the facilities and will be billed with the advance billing. For the purpose of calculating the total UNIVERSITY Fee, one calendar day or any portion of a day in which UNIVERSITY facilities are used or held for use is considered an "event."

4. The USER shall not, at any time, admit to the facilities a greater number of persons than the seating capacity of the facilities. The determination of the UNIVERSITY regarding seating capacity shall be final.

5. The USER agrees that the facilities and the keys for them shall be at all times under the charge and control of the University's Facilities Manager.

6. The USER expressly waives any and all claims for compensation or damage for any and all loss or damage sustained by any person by reason of any defect, deficiency, interruption or impairment of the air conditioning, electrical or plumbing systems or their installations or by reason of any loss, interruption or impairment of air conditioning, electric current or water supply which may occur from any cause, or for any loss or damage, including the prohibition of use of the facilities sustained by the USER or any person claiming under the USER, resulting from fire, water, wind, storm, hurricane (including any hurricane advisory or warning) or other acts of God, civil commotion, riots or labor strikes.

7. The USER agrees to comply with all laws of the United States and of the State of Florida, the rules of the UNIVERSITY, the rules and regulations of the Facility, and the ordinances of Palm Beach County and the City of Boca Raton. The USER further acknowledges receipt of and agrees to abide by all of the FACILITY RULES AND REGULATIONS, which are incorporated into and made a part of this Agreement by this reference. Failure to comply with any one or more of the Facility Rules may, at the discretion of the UNIVERSITY, result in the termination of this Agreement by the UNIVERSITY. If, in the opinion of the UNIVERSITY, violation of one or more of the Facility Rules may cause a public hazard or nuisance, the UNIVERSITY may demand the immediate correction of such violation or may terminate the event authorized to be conducted by this Agreement.

8. The USER agrees to take reasonable precautions to protect from damage UNIVERSITY property and all portions of the UNIVERSITY facilities permitted to be used under this Agreement. Upon conclusion of the event, USER is responsible for all necessary cleanup, repair and restoration of such property and facilities, which must be returned to the UNIVERSITY in the condition in which they existed before the event, so that they are suitable for immediate subsequent use by others. Cleanup, repair and restoration must be accomplished within twenty-four (24) hours after the date the event is concluded or a charge, not to exceed \$500.00 per day, may be imposed upon the USER by the UNIVERSITY to begin on the day after the cleanup period has expired. The imposition of the charge does not relieve USER from its obligation to promptly pay all cleanup and restoration costs resulting from the event. The parties agree that such charges shall be accepted by the UNIVERSITY as its liquidated damages, attributable to the delay in UNIVERSITY's ability to permit others to use the property and the facilities, which delay is caused by the failure of the USER to promptly clean, repair and restore the facilities. The parties agree that such charges for such delay are not otherwise ascertainable or susceptible to calculation. If the UNIVERSITY is compelled to clean the property and the facilities after the USER's event, an added charge will be included and the USER will remain liable for the costs of any cleaning, repairs or restoration required. If cleaning, repairs or restoration is not completed within the required time period, the UNIVERSITY may make or have others perform the work that is necessary. The charges for such services and materials shall be billed to the USER, which charges the USER expressly agrees to promptly pay.

9. In case the facilities or any part of them shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the UNIVERSITY impossible, including, without limitation, the requisitioning of the facilities by the state of Florida or the United States Government, then this Agreement shall be terminated and the USER shall pay usage fees only up to the time of such termination at the rate specified in this Agreement and the USER waives any claim for damages or compensation if this Agreement is so terminated.

10. USER is solely responsible for insuring and protecting from theft, loss, injury or damage of any kind whatsoever, any exhibits, equipment, materials or items brought into and kept in the facilities. The UNIVERSITY assumes security responsibility only for the acts or omissions of its own agents and employees when such persons exercise exclusive control over access to and use of the facilities. The USER may, with the approval of the UNIVERSITY, temporarily leave exhibits, equipment, materials or items in the facilities, but the USER assumes full responsibility for them.

11. The UNIVERSITY reserves the right to evacuate the facilities during any event or activity in progress when it is deemed necessary for the safety of the general public. The UNIVERSITY also reserves the right to refuse admission to any person or eject from the facilities any person found to be, or reasonably suspected of, criminal wrongdoing, or any person who violates or is reasonably believed by the UNIVERSITY to have violated the general standards of behavior required by the UNIVERSITY to be observed for persons who attend events in the facilities.

12. The parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, savants, or employees, to the extent and limits provided by law, subject to the 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 constructed as a waiver of any right or defense that the governmental entities ban under this statute. Each party covenants to maintain sufficient professional, general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

13. The UNIVERSITY reserves the right to substitute similar facilities, services or both if the needs of the UNIVERSITY require such substitution.

14. If, in the opinion of the UNIVERSITY, the USER fails to fulfill any obligation specified in this Agreement, or the USER or the event to be conducted is not expected to meet the description provided to the UNIVERSITY by the USER, the UNIVERSITY may terminate this Agreement by giving notice to the USER.

15. User shall not assign or sublease all or any part of its obligations under this Agreement or its permission to use any portion of the facilities without the advance written consent of the UNIVERSITY, nor shall the USER permit any use of the facilities other than as specified in this Agreement.

16. This Agreement shall be considered to have been executed in the State of Florida and shall be interpreted and enforced in accordance with the laws of Florida. This Agreement shall not be effective until signed by the UNIVERSITY. In the event of litigation, venue shall be in Palm Beach County, Florida.

17. Notices. All notices required by law and by this Agreement to be given by one party to the other shall be in writing, and the same will be served as follows:

a. By certified mail, return receipt requested, to the following addresses:

UNIVERSITY Facility Manager / Gymnasium-Field House
Florida Atlantic University (11/25A)
777 Glades Road
Boca Raton, FL 33431-0991

USER Thomas E. Lynch, Chairman of the Board
The School Board of Palm Beach County, Florida
3300 Forest Hill Blvd. C-206
West Palm Beach, FL 33406

b. Notice may also be served by telegram or personal delivery to UNIVERSITY or USER at the above addresses.

18. The USER understands that the UNIVERSITY in providing the facilities does not act as the presenter or promoter of the event. The UNIVERSITY as the owner of the facility will, to the extent required by law, be responsible for insuring that the facility complies with the physical accessibility guidelines of the **Americans with Disabilities Act**. However, it shall be the USER'S sole responsibility to insure that any special assistance or other accommodations are provided for its disabled guests, invitees and employees of the event, such as the provision of interpreter, attendants and the like. Nothing in this AGREEMENT shall be deemed to affect the rights, privileges and immunities afforded the State of Florida, the Florida Atlantic University Board of Trustees, or the UNIVERSITY by law.

19. The USER agrees to have a representative present in the facility at all times governed by this instrument, and to make that representative known to the UNIVERSITY. The USER further agrees that the designated representative will be fully authorized to act on behalf of the USER in all matters related to the use of the UNIVERSITY facilities as referenced herein. The USER understands that the representative may not be an employee of the UNIVERSITY. If the USER fails to provide a representative, or to make that representative known to the UNIVERSITY, the UNIVERSITY will be fully authorized to act on behalf of the USER

ADDITIONAL TERMS AND CONDITIONS

USER

**The School Board of Palm Beach County
3300 Forest Hill Blvd. C-206
West Palm Beach, FL 33406**

***BY: Thomas E. Lynch**

SIGNATURE

TITLE: Superintendent of Schools

***The person whose signature appears above
represents that he/she has full authority to bind
the USER for the purpose of this Agreement**

DATE _____

BY: Arthur C. Johnson, PhD

SIGNATURE

Arthur C. Johnson 2/22/06
**Reviewed and Approved
as to Legal Sufficiency**

UNIVERSITY

**Florida Atlantic University, acting for and on
Behalf of the Board, a public
corporation of the State of Florida**

BY: Eric Hawkes

Eric Hawkes

SIGNATURE

TITLE: Director of Campus Recreation

DATE: 2/16/06

BY Azita Dashtaki

TITLE: Director, Space Utilization and Analysis

SIGNATURE

DATE _____

TEACHING GYMNASIUM RULES AND REGULATIONS

GENERAL RULES

The reservation times are clearly stated on the **Teaching Gymnasium Facilities Application/Reservation** form. If the event runs beyond the scheduled time, USER will be billed for all hours and personnel costs involved. Additional Gymnasium rental charges will apply if usage exceeds scheduled rental period.

It is the USER's responsibility to maintain order of and for all people attending the event. If, in the opinion of UNIVERSITY personnel, attendees of the event are behaving in a manner which could result in injury to themselves or others, they will be required to leave the facilities and the UNIVERSITY grounds. If the UNIVERSITY determines that an event may be reaching a point of disorder that could result in injury to the attendees or could damage the facilities, the event will be stopped. Any damage to the facility will be billed to the USER on the final bill. If the event is stopped due to disorderly conduct, the USER will be billed for the full event, since the facilities were reserved for use for the authorized USER and no other user could use them.

All pertinent information about the USER's event should be given to the Director, Teaching Gymnasium at the time the event is booked. If any late (less than 10 business days notice) changes are made to a reservation request, the Director will determine if the request can be accommodated. Any extra costs involved with meeting a USER's request will be billed to the USER and must be promptly paid.

ALCOHOLIC BEVERAGES

Beer, liquor and wine may not be consumed or sold on the premises without the written permission of the UNIVERSITY. If a USER plans to have such items, the USER must inform the Director, Teaching Gymnasium at the time of the request for the event, who will work with the USER to help secure the required permission.

CATERING

The caterer for the UNIVERSITY has a contractual right of first refusal for all catering and food service needs on UNIVERSITY's campus. If a USER plans to serve food or beverages, the USER must notify the Director, Teaching Gymnasium at the time of the request. The Director will direct the USER to the caterer. The caterer will, under certain circumstances, allow a USER to use an outside caterer. However, that usually occurs only if the caterer is unable to meet the USER's needs.

SMOKING

In accordance with the Florida Clean Indoor Air Act revised effective October 1, 1992, smoking is **NOT ALLOWED** anywhere in the Teaching Gymnasium.

ADVERTISING

Events sponsored by off-campus groups are not to be considered UNIVERSITY events. Although advertising for events sponsored by off-campus users may state that the event is taking place at FAU, it should be made clear that the event **IS NOT** sponsored by Florida Atlantic University. Additionally, all advertising **must** state the name of the sponsoring organization.

POSTERS, FLYERS, SIGNS

Posters, flyers and signs may only be placed in designated areas of the facilities. If the USER wants posters, flyers and signs to be placed in the Teaching Gymnasium, they are to be approved by the Director, Teaching Gymnasium. **Absolutely nothing is to be taped, posted or attached to painted surfaces.** Additionally, to maintain the aesthetics of the facilities, nothing is to be nailed, stapled or hooked into any part of the facilities. **The USER will be billed for repairs of all damaged property.** The University will remove any poster, flier, libretto, etc. which it deems objectionable, in its sole discretion. The decision of the Director, Teaching Gymnasium/Facilities Manager will be final in this matter.

SEATING CAPACITIES

The Director, Teaching Gymnasium has information on the seating capacities for the Gymnasium. It is a violation of applicable fire codes to exceed those limits. Gymnasium personnel will notify the USER if attendance for the event is greater than allowed for the facility selected. If asked to do so, the USER must reduce the number in attendance. If the USER is unable to reduce the number, the Director/Facilities Manager (or designee) may require the USER to stop the event.

MERCHANDISE SALES

All merchandise sales related to an event must be pre-arranged with the Director, Teaching Gymnasium at the time the reservation is booked. The USER will be required to pay a daily merchandise selling fee. All applicable sales tax are the responsibility of the USER.

RADIO/TELEVISION/RECORDING

Any recording or broadcast made of or during an event must be arranged with the Director, Teaching Gymnasium at the time the reservation is booked. Gymnasium personnel will supervise such activities to help to insure safety. Obtaining permission to record or broadcast an event or activity is the responsibility of the USER (for example, to avoid copyright infringement claims).

ACCESS TO FACILITIES

The Gymnasium staff must have access to all areas used during a USER's reservation. Staff will not necessarily enter the USER's area during a performance or other activity, but they must have free access to do so in the event of an emergency. Gymnasium personnel will, at all times, maintain possession of the keys to areas authorized for the USER's use. At no time will any keys be given to non-Gymnasium employees.

LOST AND FOUND

Any items left behind after an event will be collected as LOST items and placed in a secured Lost & Found area. Unclaimed items will be held for at least one month.

FIRE REGULATIONS

The USER shall be required to monitor all guests and patrons to be certain there is no violation of fire code regulations. No performer or artist may ask the audience to leave their seats to come to the stage. The USER is required to maintain adequate aisle space to allow people to leave in the event of an emergency. If the Gymnasium staff notices that an event is or may become in violation of a fire code regulation, staff will ask the USER to discontinue that which is not allowed. The USER must comply immediately.

Proper paths of egress must be maintained per NFPA 101. Consideration must be made for APA compliance. The decision of the University Facility Planning department is final.

USE OF LIVE ANIMALS

At no time may the USER introduce or permit any live animal as part of any performance or event or allow any live animal access to any UNIVERSITY grounds or facilities without the express written consent of the UNIVERSITY. Animals are not allowed on UNIVERSITY property with the exception of those needed to assist persons who are physically disabled or impaired.

REQUIRED FLOOR COVERING

Non-athletic events will be required to have a floor covering placed over the gymnasium floor. ONLY the blue duct tape provided by the Director, Teaching Gymnasium/Facilities Manager will be allowed on the floor covering.

GYMNASIUM FLOORING

ONLY "floor tape" approved by the Director, Teaching Gymnasium/Facilities Manager IN ADVANCE may be utilized directly on the gymnasium floor.

The gymnasium floor is a "floating floor" which is limited structurally to the amount of weight it can hold. Approval by the Director, Teaching Gymnasium and University Facilities Planning department must be obtained prior to the event.

**FLORIDA ATLANTIC UNIVERSITY
TEACHING GYMNASIUM
FINAL CHARGES**

**Palm Beach County High School
Graduations and Rehearsals
May 16 – May 26, 2006**

Facility Charges

Rehearsals:

Tuesday, May 16th

Park Vista H.S.	8:00AM - 10:00AM	\$225.00/hr. x 2 hrs. = \$ 450.00
Palm Beach Lakes H.S.	11:00AM - 1:00PM	\$225.00/hr. x 2 hrs. = \$ 450.00
Atlantic H.S.	2:00PM - 4:00PM	\$225.00/hr. x 2 hrs. = \$ 450.00

Wednesday, May 17th

John I. Leonard H.S.	8:00AM - 10:00AM	\$225.00/hr. x 2 hrs. = \$ 450.00
West Boca Raton H.S.	10:00AM - 12:00PM	\$225.00/hr. x 2 hrs. = \$ 450.00
Boca Raton H.S.	4:00PM - 6:00PM	\$225.00/hr. x 2 hrs. = \$ 450.00

Thursday, May 18th

Santaluces H.S.	1:00PM - 3:00PM	\$225.00/hr. x 2 hrs. = \$ 450.00
Palm Beach Central H.S.	3:30PM - 5:30 PM	\$225.00/hr. x 2 hrs. = \$ 450.00

Monday, May 22nd

Lake Worth H.S.	10:00AM - 12:00PM	\$225.00/hr. x 2 hrs. = \$ 450.00
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Wednesday, May 24th

Boynton Beach H.S.	9:00AM - 11:00AM	\$225.00/hr. x 2 hrs. = \$ 450.00
Spanish River H.S.	1:00PM - 3:00PM	\$225.00/hr. x 2 hrs. = \$ 450.00

Rehearsal Totals = \$4,950.00

Graduations:

Friday, May 19th

Park Vista H.S.	1:00PM - 4:30PM	\$380/hr. x 3.5 hrs. = \$1330.00
Palm Beach Lakes H.S.	4:30PM - 8:00PM	\$380/hr. x 3.5 hrs. = \$1330.00

Saturday, May 20th

Atlantic H.S.	8:00AM - 11:30AM	\$380/hr. x 3.5 hrs. = \$1330.00
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Sunday, May 21st

Santaluces H.S.	2:00PM - 5:30PM	\$380/hr. x 3.5 hrs. = \$1330.00
Boca Raton H.S.	6:00PM - 9:30PM	\$380/hr. x 3.5 hrs. = \$1330.00

Monday, May 22nd

John I. Leonard H.S.	1:30PM - 5:00PM	\$380/hr. x 3.5 hrs. = \$1330.00
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Tuesday, May 23rd

Lake Worth H.S.	2:00PM - 5:30PM	\$380/hr. x 3.5 hrs. = \$1330.00
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Wednesday, May 24th

Palm Beach Central H.S.	5:00PM - 8:30PM	\$380/hr. x 3.5 hrs. = \$1330.00
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Thursday, May 25th

West Boca Raton H.S.	1:00PM - 4:30PM	\$380/hr. x 3.5 hrs. = \$1330.00
Spanish River H.S.	6:00PM - 9:30PM	\$380/hr. x 3.5 hrs. = \$1330.00

Friday, May 26th

Boynton Beach H.S.	1:00PM - 4:30PM	\$380/hr. x 3.5 hrs. = \$1330.00
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****Each graduation is allocated 3.5 hours (1-hour prior and 2.5 hrs during and after

Graduation Totals = \$14,630.00

Building Supervisors:

Tuesday	May 16 th	8:00 AM - 10:00 AM	$\$20/\text{hr.} \times 2 \text{ hrs.} \times 2 =$	\$
Tuesday	May 16 th	10:00 AM - 1:00 PM	$\$20/\text{hr.} \times 2 \text{ hrs.} \times 2 =$	\$
Tuesday	May 16 th	2:00 PM - 4:00 PM	$\$20/\text{hr.} \times 2 \text{ hrs.} \times 2 =$	\$ 80.00
Wednesday	May 17 th	8:00 AM - 12:00 PM	$\$20/\text{hr.} \times 4 \text{ hrs.} \times 2 =$	\$ 160.00
Wednesday	May 17 th	4:00 PM - 6:00 PM	$\$20/\text{hr.} \times 2 \text{ hrs.} \times 2 =$	\$
Thursday	May 18 th	1:00 PM - 3:00 PM	$\$20/\text{hr.} \times 2 \text{ hrs.} \times 2 =$	\$
Thursday	May 18 th	3:30 PM - 5:30 PM	$\$20/\text{hr.} \times 2 \text{ hrs.} \times 2 =$	\$ 80.00
Friday	May 19 th	11:00 AM - 9:00 PM	$\$20/\text{hr.} \times 10 \text{ hrs.} \times 8 =$	\$1,600.00
Saturday	May 20 th	6:00AM - 12:00PM	$\$20/\text{hr.} \times 6 \text{ hrs.} \times 6 =$	\$ 720.00
Sunday	May 21 st	10:00AM - 10:00PM	$\$20/\text{hr.} \times 12 \text{ hrs.} \times 6 =$	\$1,440.00
Monday	May 22 nd	10:00 AM - 12:00 PM	$\$20/\text{hr.} \times 2 \text{ hrs.} \times 2 =$	\$ 80.00
Monday	May 22 nd	12:00 PM - 6:00 PM	$\$20/\text{hr.} \times 6 \text{ hrs.} \times 6 =$	\$ 720.00
Tuesday	May 23 rd	12:00 PM - 6:00 PM	$\$20/\text{hr.} \times 6 \text{ hrs.} \times 6 =$	\$ 720.00
Wednesday	May 24 th	9:00 AM - 11:00 AM	$\$20/\text{hr.} \times 2 \text{ hrs.} \times 2 =$	\$ 80.00
Wednesday	May 24 th	1:00 PM - 3:00 PM	$\$20/\text{hr.} \times 2 \text{ hrs.} \times 2 =$	\$ 80.00
Wednesday	May 24 th	3:00 PM - 9:00 PM	$\$20/\text{hr.} \times 6 \text{ hrs.} \times 6 =$	\$ 720.00
Thursday	May 25 th	11:00 AM - 5:00 PM	$\$20/\text{hr.} \times 6 \text{ hrs.} \times 6 =$	\$ 720.00
Thursday	May 25 th	4:00 PM - 10:00 PM	$\$20/\text{hr.} \times 6 \text{ hrs.} \times 6 =$	\$ 720.00
Friday	May 26 th	11:00 AM - 5:00 PM	$\$20/\text{hr.} \times 6 \text{ hrs.} \times 6 =$	\$ 720.00

Facility Managers / Staff Total = \$8,960.00

Equipment/Contract Services

Stage and Ramp	\$75.00 per day x 11	\$825.00
Podium	\$30.00 per day x 11	\$330.00
Floor Cover	\$80.00 per day x 11	\$880.00
Plants		\$550.00
Chairs (Great Performances Party Rental)		\$6,300.00
Best's Maintenance & Janitorial (Custodial Services)		\$21,100.00
True Sounds of Liberty (Sound)		\$3,960.00
FAU Campus Police & Traffic	11 graduations & rehearsals x \$1,150	\$12,650.00
FAU Campus Police & Traffic	(Park Vista / PB Lakes Extra)	\$650.00
Tent Rental, two 20 x 30 tents for diploma distribution		\$1,950.00
Contemporary Services Company- Security		\$8,323.00
Graduation Tickets		\$4,810.00

Equipment/Contract Services Totals = \$62,328.00

Facility Charges	\$19,580.00
Staffing Charges	\$ 8,960.00
Equipment/Contract Services with Graduation Tickets	\$62,328.00
7% Overhead Charge	\$ 6,360.76
<u>University Fees (.50 per person in attendance)</u>	<u>\$20,900.00</u>

ESTIMATE OF CHARGES---- \$118,128.76

PBHS Representative



Brandon Pentolino, Assistant Director of Campus Recreation



DATE CONFIRMATION AGREEMENT

The parties have agreed for the year beginning July 1, 2005 through June 30, 2006 that the LICENSEE shall utilize the portion(s) of the licensed premises as set forth in this Date Confirmation Agreement, pursuant to the terms of the executed License Agreement, dated March 20, 2003. This date is confirmed subject to (1) a valid License Agreement being in force and (2) LICENSEE not being in default of any provision of the said License Agreement. As set forth in Section 3.D. of the Theater License Agreement, the deposit is non-refundable and in the event of a cancellation by the Licensee, deposit will not be refunded.

In the event that the Kravis Center facilities cannot be occupied or otherwise used as intended by the parties for any of the following reasons, then either party may cancel the date(s) affected by any of the following reason(s) (with the remaining dates and term of the Date Confirmation Agreement shall remain in effect) without any liability or responsibility for damages whatsoever: fire, flood, or other action of the elements; utility outage; strike, lockout or labor difficulty; explosion, sabotage, accident, riot, or public calamity; an act of war or terrorism, by order of civil or military authority, or by reason of public safety, including but not limited to epidemics, situations of adverse weather conditions, or a declared state of emergency that may raise public safety issues in traveling to or from the event; or for any other reason beyond the control of either of the parties.

Agreed to.

**SCHOOL DISTRICT OF PALM
BEACH COUNTY, FLORIDA**

**THE RAYMOND F. KRAVIS CENTER
FOR THE PERFORMING ARTS, INC.**

By: _____
Representative for LICENSE

By: _____
Representative for LICENSOR

Name: Thomas Lynch
Title: Chairman

Name: Judith A. Mitchell
Title: Chief Executive Officer

By: _____
Superintendent

Date: _____

Date: _____

Approved As To Form
And Legal Sufficiency

Blair 11/15/15

701 Okeechobee Boulevard • West Palm Beach • Florida 33401
Administrative Office: 561/833-8300 • Fax: 561/833-3901
Box Office: 561/832-7469 • 1-800-572-8471 • Fax: 561/833-0691
www.kravis.org

RAYMOND

FOR THE PERFORMING ARTS,

DATE CONFIRMATION AGREEMENT

LICENSEE School Board of Palm Beach County Florida

Licensor Initials: _____

EAISOI 2005/06

Licensee Initials _____

PERFORMANCE	DATE	LOCATION	REHEARSAL TIME	PERFORMANCE TIME(S)	LOAD-OUT TIME(S)	SP	RENTAL
Wednesday	24-May-06	Dreyfoos Ha	8:00 a.m				\$5,481.00
Wednesday	24-May-06	Dreyfoos Hall	:30				
Wednesday	24-May-06	Dreyfoos Hall	30 i.m.				
Wednesday	24-May-06	Dreyfoos Hall		:00			
Thursday	25-May-06	Dreyfoos Hall		:00 i.m.			\$5,480.00
Thursday	25-May-06	Dreyfoos Hall		2:00 i.m.			
Thursday	25-May-06	Dreyfoos Hall		:00 i.m.			
Thursday	20-Jul-06	Dreyfoos Hall	TBA	TBA			\$5,480.00
Total							6,443.00

Licensee is responsible for all technical and pass through costs associated with this event.

See Section 3A of the Theater License Agreement regarding rate increase.