

EVENT AGREEMENT

This EVENT AGREEMENT (this “**Agreement**”) made this ____ day of _____ 20__ (the “**Effective Date**”), by and between WESTFIELD PROPERTY MANAGEMENT LLC, a Delaware limited liability company, in its capacity as agent for the owner of the Westfield Broward (“Shopping Center”), with principal offices at 2049 Century Park East 41st Floor, Las Angeles, CA 90067 (“**Westfield**”), and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 (“**SBBC**” or “**Client**”).

WHEREAS, Client wishes to conduct its annual, pre-collegiate science competition at the property commonly known as Westfield Broward, located in Plantation, Florida (the “Shopping Center”).

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term**. The term for this Agreement shall commence on the Effective Date and shall expire on February 12th, 2018 (the “**Term**”), unless earlier terminated as set forth in this Agreement.

3. **Westfield Grant of Use**. Westfield, as a duly authorized agent of the owner of the Shopping Center, grants Client permission to enter upon the Shopping Center for the sole purposes and only to use certain space on certain dates as described on **Exhibit A** attached hereto (the “**Event**”) at no cost.

4. **Client Responsibility**. Client agrees to conduct the Event as described on **Exhibit A** attached hereto and in accordance with the terms and conditions contained in this Agreement. Client shall be responsible for the removal of student displays and any other materials used or placed on-site in connection with the Event immediately following conclusion of the Event.

5. **Termination**. This Agreement may be terminated by Westfield at any time, for any reason, upon at least ten (10) days prior written notice to Client. Upon receipt of such notice, Client will take immediate steps to cease all preparation for the Event and proceed with project completion. In the event of such termination, Westfield shall pay Client the Client Costs within thirty (30) days of Westfield’s receipt of an invoice and sufficient documentation for expenses. The “**Client Costs**” shall be limited to Client’s reasonable (as determined in Westfield’s sole discretion) out-of-pocket expenses and fees incurred by Client in connection with the Event, including any amounts for which Client is obligated to pay to third parties, including any and all cancellation fees to be paid by Client. This Agreement may be terminated by Client at any time, for any reason, upon at least ten (10) days prior written notes to Westfield. Notwithstanding anything to the contrary contained herein, if Westfield elects to terminate this

Agreement due to a failure by Client to perform its obligations under this Agreement, Westfield shall not be obligated to pay Client any Client Costs.

6. **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party ten (10) days written notice to cure the default. However, in the event said default cannot be cured within said ten (10) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time, not to exceed thirty (30) days. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party immediately upon written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 5. Any defaults by Client on the day of the event must be addressed immediately.

7. **Rules.** Client agrees to comply with the Shopping Center's Rules and Regulations, a copy of which is attached and incorporated as **Exhibit B**. Client also agrees to comply with all rules, regulations, ordinances, and statutes of any governmental entity or nongovernmental entity having jurisdiction over Westfield or Client, and to obtain all necessary permits, licenses or other approvals that may be required from any entity to conduct the Event.

8. **Security.** Westfield shall have no responsibility to provide security, supervision or protection against any loss that may be sustained by Client. If Client requires security, it agrees to do so at its own cost and expense and shall utilize a security company approved by Westfield prior to the Event commencement date.

9. **Surrender.** Prior to the expiration or date of earlier termination of this Agreement, Client shall (i) remove all of its personal property, signs, sets, displays and equipment from the Shopping Center, (ii) remove all telephone and data cabling installed by or on behalf of Client, if any, (iii) restore the premises used by Client to the condition in which the premises existed prior to installing of such personal property, signs, sets, displays and equipment, subject to ordinary wear and tear, (iv) repair all damage caused by or in connection with Client's compliance with the obligations contained in this Section, and (v) surrender to Westfield the premises, broom-clean and in good condition.

10. **Release.**

- a. Client further agrees that its activities will be at its sole risk as against each of Westfield America Limited Partnership, Broward Mall LLC, Westfield LLC, and each of their respective employees, directors, officers, shareholders, representatives, agents, affiliates, subsidiaries, parents, successors, assigns and tenants (collectively, the "**Released Parties**"), and it hereby waives any rights to seek damages in connection with any injury to itself or to its employees, successors and assigns (collectively, the "**Releasing Parties**"), in connection with

this Agreement, the Event, Client's activities or any property damage to the Shopping Center.

- b. The Releasing Parties, hereby absolutely and unconditionally release and forever discharge each of the Released Parties from any and all claims, known and unknown, which any of the Releasing Parties may have now or in the future against any of the Released Parties, or any other liability, which arises out of injury or damage resulting from Client's access to the Shopping Center, the Event or Client's activities at the Shopping Center, regardless of how such injury may arise, regardless of who is at fault or whose negligence caused such injury, even if the loss is caused by the neglect or fault of any of the Released Parties. Client also waives all rights of subrogation against each Released Party. Client hereby represents and warrants that none of the Releasing Parties have previously assigned to anyone any claim covered by this paragraph.

11. **Indemnification**. Within the limits referenced in Section 768.28, Florida Statutes, Client shall defend, indemnify and hold harmless the Released Parties, from and against any and all liabilities, claim demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature caused by Client, its employees (when acting within the scope of their employment), agents and representatives, Client's activities at the Shopping Center.

12. **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

13. **Force Majeure**. Neither party shall be liable to the other for delays or failures in performance resulting from unforeseen causes beyond the reasonable control of that party. If either party fails to perform its obligations hereunder due to such causes, the other party may either (a) terminate this Agreement or any part hereof as to services or payment not delivered; or (b) suspend this Agreement in whole or in part for the duration of the delaying cause. Westfield, in its sole discretion, may elect to resume performance of this Agreement immediately after the delaying causes ceases.

14. **Choice of Law and Venue**. This Agreement shall be governed by the internal laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

15. **Authority.** The signatories hereto warrant and represent to each other on behalf of themselves and the party for whom they are signing that any and all corporate or other authority required in order to enter into this Agreement and perform any and all obligations provided for herein have been obtained and that this Agreement constitutes the binding obligation of the party for which they are signing.

16. **Headings.** The headings used in this Agreement are used for ease of reference only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

17. **Insurance.** Client shall at all times during the term of this Agreement keep in full force and effect and shall maintain and pay all premium costs for the following insurance coverages in amounts not less than specified herein and shall furnish Westfield with Certificates of Insurance evidencing compliance with the following provisions:

- a. Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than \$500,000.00 affording coverage under the applicable Workers Compensation laws. Westfield shall cause, if allowed by law, its workers' compensation carrier to waive insurers right of subrogation with respect to Client, its partners, parents and affiliated companies.
- b. Commercial General Liability insurance for limits of not less than \$1,000,000.00 per occurrence Bodily Injury and Property Damage combined; \$1,000,000.00 per occurrence Personal and Advertising Injury; \$2,000,000.00 aggregate Products and Completed Operations Liability; \$100,000.00 Fire Legal Liability, and \$2,000,000.00 general aggregate limit per location. The policy shall be written on an occurrence basis with no deductible.
- c. Automobile Liability Insurance with a limit of not less than \$1,000,000.00 combined and covering all owned, non-owned and hired vehicles.
- d. Policy (b) and (c), above shall list the following as additionally insured, verbatim: "Broward Mall LLC, Westfield America Limited Partnership, Westfield LLC, and any and all of their respective parents, partners, subsidiaries and affiliates, the officers, directors, employees, agents and representatives of all as "Additional Insured" with respect to any and all claims arising from the performance of Client's services. Further, coverage for the "Additional Insured" shall apply on the primary basis irrespective of any other insurance, whether collectible or not, only to the extent of Client's liability. Client shall be responsible to pay said additional premium charge to their insurer should any additional premium be charged for such coverage or waivers. All insurance furnished by Client hereunder shall be in full force and effect at all times covering the performance of the services by each party.
- e. Westfield shall maintain during the full term of this agreement the following insurance:
 - i. **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate.

Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

- g. Upon signing hereof, Client shall deliver to the other satisfactory evidence of the required insurance coverage on a certificate form approved by Westfield or, if required, copies of the policies. All required insurance will be placed with carriers rated no lower than A-: 10 in the most current edition of A.M. Best's Property Casualty Key Rating Guide and will provide thirty (30) days written notice of cancellation or non-renewal which notice shall be forwarded to the other party. The stipulated limits of coverage above shall not be construed as a waiver of the party's obligation to provide the insurance coverage specified.

18. **Assignment.** This Agreement may not be assigned or otherwise transferred by Client.

19. **Signage.** The content, dimensions and location of all signage used by Client to promote the Event and displayed at the Shopping Center shall be previously approved by Westfield.

20. **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to by a party to any retirement, leave benefits or any other benefits of the other party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. No party shall be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

21. **Entirety of Agreement.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

22. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

23. **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party; provided, Westfield shall have the right to assign this Agreement to an affiliate, or in connection with any sale or other disposition of the Shopping Center, without obtaining any such consent. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from a party.

24. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the

scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

25. **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

26. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

27. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

28. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

29. **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

30. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed a single instrument. The parties agree that signatures by facsimile shall be accepted as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WESTFIELD:
Westfield Property Management LLC, a Delaware limited liability company
In its capacity as agent for the owner of the Shopping Center
DATE:
BY: _____
Adam Sich
TITLE: General Manager

EXHIBIT A

Event Description

Event Name: BROWARD COUNTY REGIONAL SCIENCE AND ENGINEERING FAIR

Business/Contact of Client: Dr. Merylyn Johnson, Science Supervisor, Secondary Learning Department, Broward County Public Schools

Phone Number: 754-321-2119

Address: 600 S.E. Third Avenue, Ft. Lauderdale Florida 33301

Venue and Description of Premises: Westfield Broward Mall (“Shopping Center”)

- Student displays will be set up on rented tables throughout the common area of the mall. A walk through with a member of the management team will be required two weeks prior to the event to determine table placement. A 10’ walkway must be maintained at all times, 10’ distance from all carts and kiosks in the common area must be maintained. Student displays cannot exceed six (6) feet in height. No storefront may be obstructed during the event.
- A clean, vacant space with electricity will be provided to be used for a Judging Suite. This space will be determined by mall management two weeks prior to the event. BCRSEF will be responsible for leaving the space in the condition provided (clean and free of garbage).
- All locations are subject to mall management’s approval and may be relocated by mall management at any time to accommodate operational needs of the Shopping Center.

Date and Time: February 8-12, 2018 8am-8pm

Preliminary Schedule:

Thursday Feb 8, 10-2pm (Committee Setup of Fair)

Thursday Feb 8, 3pm-7pm (Student Setup of Project)

Friday Feb 9, 8am-4pm (Student Judging)

Saturday Feb 10, 9am-9pm (Public Viewing)

Sunday Feb 11, 12pm-3pm (Clean-up and Winner Notification)

Monday Feb 12, 8am-12 noon (Table Removal)

Estimated Number in Attendance: 1000+

Event Description: The Broward County Regional Science and Engineering Fair (BCRSEF) is an annual, pre-collegiate science competition that provides a forum to showcase over 800 outstanding student projects from public, charter, and private schools across Broward County. The fair affords an opportunity for students to display their creativity and innovation in a STEM discipline, communicate with others about a scientific topic of personal interest, collaborate with others to understand the scientific and technological changes in society, and think critically/ problem-solve for viable solutions to problems in their community, school, or national environment while competing for cash awards and prizes. Students present and defend their projects to experts in the field and are judged on the merit of their scientific research. The top 24

students at the middle and high school levels (48 total) are selected to compete in the State Science and Engineering Fair with the top 5 from the high school group receiving an invitation to compete at the International Science and Engineering Fair. The BCRSEF is free and open to the public.

EXHIBIT B



TRADE SHOWS AND EXHIBITS RULES & REGULATIONS

Westfield Broward Mall including the enclosed areas, parking lots and peripheral developments, is private property. Any exhibitors and organizations that participate are subject to the rules and regulations set by Westfield Mall management, marketing, and security staffs. These rules and regulations are dictated in order to insure a safe and pleasant experience for exhibitors and shoppers.

SHOPPINGTOWN HOURS

- Westfield Broward Mall hours are 10:00 a.m. to 9:00 p.m. Monday through Saturday, and 11:00 a.m. to 6:00 p.m. on Sunday. STAFFING
- Westfield Broward maintains full-time security, housekeeping and landscaping staff. However, individual exhibitors are responsible for the safety, security, and cleanliness of their own displays. Any damage to mall floors, walls, furniture or plants will be billed to the Licensee. Westfield Broward assumes no responsibility for any loss or damage to property displayed in the mall or parking lot.
- Licensee is responsible for having an on-site show manager for the duration of the show.

EVENT SET-UP

- All set-ups must take place outside of regular hours which would be after 9:00pm Monday through Saturday and after 6:00pm Sunday.
- If special arrangements are made for morning set-up, this must be accomplished between 7 a.m. and 9 a.m. NO EXCEPTIONS.
- All exhibits must be set up prior to the Mall being open for business. Any exhibitor not set up by the opening will be required to leave, forfeiting any and all rent paid to the licensee.
- Deliveries will not be accepted by Westfield Broward Mall management unless requested and approved in advance.

UNLOADING

- Vehicles must be moved immediately after unloading is completed.
- No vehicles will be allowed on the sidewalks or landscaped areas. No vehicles may enter the Mall except when they are part of the display. Only small hand carts may be used to transport materials into the mall. Any damage to above property will be charged to the licensee.
- Mall doors or promotional doors and can be opened with advanced notice.
- Exhibitors can ONLY use the “C” court for unloading; please see attached map. No exhibitors are to use the South Entry by Regal Theatre whatsoever.
- Exhibitors are responsible for clean up; all garbage must be thrown in the “C” court compactor.

DISPLAY AREAS

- All display areas must be staffed at all times.
- All exhibitor personnel must be professionally dressed. Name tags and exhibit uniforms are recommended. NO JEANS, DENIM, SHORTS, OR SWEAT CLOTHES ARE ALLOWED.
- No person shall call out (hawk) to the shopping public that may pass by their exhibit or stand outside the exhibit.
- Eating and drinking within your display area is prohibited. (Drinks or food may not be stored at exhibit area.)
- All display areas must be kept in a clean and attractive manner throughout the exhibit and must be left in good order at the close. A clean-up fee will be charged to Licensee for any exhibitor or group who leaves an untidy area.
- All display racks, easels, etc. must be in sturdy condition and freshly painted.
- Licensee is responsible for supplying tables, chairs and other materials. All tables or counters must be skirted to the floor on all four sides in blue or black. Any other colors must be approved by mall management 10 days prior to event.
- Surplus boxes, lawn chairs, personal belongings, hand carts and supplies must be stored out of sight.
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- DISPLAY AREAS (continued)
- The playing of any musical instrument, radio, television, or the use of a microphone, loudspeaker, or flashing/rotating lights is not permitted.
- Ten feet aisles between planters, furniture and exhibit tables must be maintained at all times. Twenty feet aisles between carts and retail merchandising units must be maintained at all times.
- Licensee shall secure and be responsible for display at close of business.
- Exhibits may not exceed 6 feet in heights without prior approval of Mall management.
- There shall be no open flame of any type; this will include torches, candles, soldering devices, etc.
- There shall be no flammable liquids of any type; this will include paint thinners, kerosene, gasoline or other like materials.
- All displays must remain in the Mall throughout the set time of the program. No vehicles or equipment may be removed at any time before the close of the Shoppingtown.
- Westfield Broward reserves the right to relocate the individual exhibit locations, at any time during the event, should the need arise.
- Exhibitors CANNOT sell or distribute any popcorn, candy , beverages, ice cream, hot dogs, pizza, nuts, pretzels, and any other food or drink in the hallway from Macy's to JCPenney's.
- Exhibitors CANNOT use balloons as part of their display or to hand out to guest's in the Center.
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- SIGNS
- All exhibit signage must be pre-approved by Mall Management prior to the event. Hand printed signs are strictly prohibited. All signs must be professionally printed. Signs are to be in sign holders within the exhibit or on the exhibit table. No exhibit signs may be placed on the exterior property and all interior signage must have prior approval of the Specialty leasing Representative. No "sale" signs may be displayed. Credit card signs may be no larger than 3X5. Shoppingtown management has the right to remove any signs not consistent with the overall image of Westfield Broward.

- Handing out of flyers or any printed matter in the Mall, or any entrance way, parking areas, roadways or sidewalks is strictly prohibited. Failure to comply will result in a fine.
- No decorations or signs are to be hung from the ceiling, soffits, pole lights, or columns or attached to walls, trees, or any other mall fixtures.
- No surveys may be conducted or petitions signed unless approved by Management prior to the activity taking place.
- ELECTRICITY
- Electrical usage must be pre-approved by Mall Management and is not guaranteed. All exhibitors must enclose extension cords in floor duct and/or rubber runners. Runners must be taped down with clear, gray or black 3M floor tape. All rubber cords must meet UL standards.
- VEHICLES
- Vehicles displayed in Westfield Broward must comply with all local fire regulations, requiring less than one gallon of gas in tanks, gas tanks taped shut and battery cables disconnected. A drip pan must be placed under each vehicle and carpet pads must be placed under each tire. An extra set of keys must be left with Security. Dealership employee must clean the car daily before 10 a.m. Please note that Management has the right to remove any and all vehicles at any time.

MISCELLANEOUS

- Licensee is responsible for obtaining all necessary licenses and permits required by local, state, and federal law. This would include contacting the Fire Department to obtain a fire permit. All permits and licenses must be submitted to the mall management office 14 days prior to the event.
- The sale or sampling of food for immediate consumption at the display is not permitted unless approved by Mall Management and the county Health Department.
- Rents are paid on or before opening with certified funds payable to Westfield Broward.
- Licensee and/or exhibitors are not to talk to the media unless prior authorization has been granted by the marketing director at Westfield Broward.