

**LICENSE AGREEMENT
WATSCO CENTER
AT THE UNIVERSITY OF MIAMI**

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 2018, by and between PINNACLE VENUE SERVICES, L.L.C., 1245 Dauer Drive Coral Gables, Florida 33146 a Texas limited liability c o m p a n y , (hereinafter "Licensor"), and The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301 organized under the laws of the State of Florida (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensor is entering into this Agreement as the agent of and as the representative of University of Miami (hereinafter "Owner");

WHEREAS, Licensor is operator of a multi-sports and entertainment facility in the City of Coral Gables known as the Watsco Center (hereinafter the "Venue");

WHEREAS, Licensor has the power and authority to license the use of the Venue to others for the purpose of holding and presenting certain events; and

WHEREAS, Licensee desires to license the use of the Venue and any other associated facilities, but only as specifically listed herein, from Licensor, and Licensor desires to license the use thereof to Licensee, for the purpose of holding and presenting 2017 -2018 Graduation Ceremony for Cypress Bay High School (the "Event"), all subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, promises, agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Grant of License. Licensed Premises. Licensor hereby grants to Licensee the limited license to use, and Licensor shall make available to Licensee, that portion of the Venue and its facilities as may be necessary for the presentation of the Event (the "Licensed Areas"), including the Venue's floor, seating facilities, access areas, public address and scoreboard, sound systems, dressing rooms, press rooms, corridors, stairways, walks and lavatories in or about the Venue, and such other areas or parts of the Venue as may be necessary, and specifically designated, for the presentation of the Event as further defined in 4.A. below, all upon the terms and conditions set forth herein. The License granted hereby does not extend to or include the parking areas or non-public areas in and around the Venue, unless otherwise specifically designated by Licensor. Licensee hereby agrees to, and shall, use the Licensed Areas to hold and present the Event as strictly contemplated by this Agreement. Notwithstanding any other provision of this Agreement, no part of the Licensed Areas or the Venue shall be used for any illegal purpose, nor in any manner that would cause damage to the Venue, the Licensed Areas, or any equipment associated therein.

2. Licensee's Limited Use. Licensee specifically acknowledges that neither it, nor anyone performing at the Event, anyone associated with the Event, attendees, contractors, patrons, or invitees of any kind may

use any portion of the Venue or the Licensed Areas for marketing, promotion, sales, exhibition, or any other related activity without the express consent of the Licensor. Licensee understands that the Agreement is a limited license to use the Licensed Areas and does not constitute a lease, and the Licensee's right to use and occupy the Licensed Areas may be terminated as set forth herein.

3. Term.

A. Term of Use. Unless this Agreement is earlier terminated pursuant to the provisions hereof, the Event shall commence on **June 3, 2018** at **8:00 AM** ("Event Start") and shall expire on **June 3, 2018** at **11:00 PM** ("Event End"). In addition to the period set forth herein, Licensee shall have access to the Venue for (i) preparation of the Event and delivery, move-in and set-up of Licensee's freight and other properties prior to the Event on **June 3, 2018** beginning at **8:00 AM** ("Move In") and (ii) load-out immediately following conclusion of the Event on **June 3, 2018** ending at a mutually agreed time but in any event no later than 11:00 p.m. on **June 3, 2018** ("Move Out"). The periods of use described above in this Subsection 3.A. are referred to collectively in this Agreement as the "Term." If the Event (or any session thereof) shall run beyond 11:00 P.M. on any of the Event nights, or if Move Out shall run beyond the mutually agreed upon time, Licensee shall be liable for any additional expenses incurred by Licensor, including but not limited to payments for utilities, overtime, the infringement of any other Event or Move In time, or to union labor. If Licensee's use of the Licensed Areas extends past Move Out, all the terms and conditions of the Agreement shall apply to any such extended period.

B. Doors Open. Licensor agrees to open the Venue to the public at least one (1) hour before the Event (or each session thereof).

4. Duties of Licensee. In connection with the presentation of the Event, Licensee shall, at Licensee's cost, provide (or cause to be provided) and/or procure the following:

A. Performers and Staffing; Equipment and Other Items.

(1) Licensee shall provide and offer Licensor proof that all participants and staff required for the proper presentation of the Event, including but not limited to, performer, medical staff, and any other staff required for the proper presentation of the Event and, where specified by Licensee, sound system, lighting, staging, technical, catering and set-up personnel regularly employed by Licensee in presenting the Event, are covered by Workers' Compensation Insurance with respect to such personnel; and

(2) Licensee shall provide and offer Licensor proof that any of Licensee's equipment, motor transportation vehicles (of any kind) are covered for loss, theft, damage, fire, and any other negligent act in amounts not less than the amounts as set-out in paragraph 12 below, and shall be primary to any of Licensor's coverage. Licensor shall be listed as an additional insured on any such coverage.

(3) Licensee agrees to comply with the rules and regulations of the Venue as promulgated by the Owner and/or the Licensor, all of which are incorporated herein as if set-out verbatim governing the use of the Venue and/or the Licensed Areas.

(4) All tangible items of property necessary for the proper presentation of the Event, including but not limited to ;and

B. Promotion. The advertising, promotion and publicity campaign necessary and desirable to promote the Event. Licensor shall not have any responsibility whatsoever for the advertising campaign unless otherwise agreed to by the parties in writing;

C. Event Delivery and Move-Out Coordination. Coordination of any and all deliveries for the Event (or each session thereof) and timely Move Out following the Event.

5. Duties of Licensor. In connection with the presentation of the Event, Licensor shall provide (or cause to be provided) the following.

A. Licensed Areas. Including the general concourse area, public address systems and such other parts or areas of the Venue as may be necessary for Licensee to present and produce (if applicable) the Event (the costs of which shall be included within the Base License Fee);

B. Utilities. Electricity and other utilities for lighting, heating, air conditioning and other services used in conjunction with the Event and the set-up and removal related thereto;

C. Cleaning. Cleaning and janitorial service during and after the Event;

D. Support Personnel. All support services deemed necessary by the Licensor, for example, ancillary staff necessary to hold the Event at the Venue (other than those being provided by Licensee pursuant to Subsection 3A above), including ushers, doormen, emergency medical technicians (for patrons only), security guards and supervisors (including overnight security), change-over and set-up crew, house plumber, heating and air conditioning superintendent, electrician, carpenter, telephone operator, ticket takers and box office services for the day or evening of each session of the Event;

E. Additional Requested Items and Sources. Additional items, personnel and services, other than those set forth above, which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, catering, and lighting and/or sound equipment other than the current sound or lighting system in the Licensed Areas, all of which shall be subject to the approval of Licensor; and

F. Parking. **Twenty-Five (25)** parking passes to Licensee, at no charge, for each session of the Event.

6. Compensation.

A. License Fee. In consideration of the license granted hereby and Licensor's agreement to provide the items set forth in Paragraph 5 hereof, Licensee shall pay Licensor the following sums (collectively, the "License Fee"):

(1) A flat fee of **Twenty Thousand Dollars and Zero Cents. (\$20,000.00)** all inclusive (the "Base License Fee"); plus

(2) Reimbursable expenses as listed in Subsections 5B through 5E, inclusive, and any

and all other costs and expenses arising hereunder that are due and payable to Licensor.

(3) Attached Exhibit A

B. A non-refundable deposit in the amount of **Five Thousand Dollars (\$5,000)** is due and payable to Licensor upon execution of this Agreement. Such deposit shall be credited to the Base License Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor, and such deposit shall not be returned, no matter the reason, if the Event is canceled. **Additional deposit (if required) in the amount of \$15,000.00 shall be made no later than Friday, May 25, 2018 by 5:00pm (EST).**

C. Settlement. Upon conclusion of the Event (or each session of the Event, if applicable), Licensor and Licensee shall conduct a settlement respecting all items of income and expense which are the subject of this Agreement. At such settlement, Licensor and Licensee shall account to the other for all items of income and expense which are the subject of this Agreement, and make payment to the other (if applicable) of any and all sums due to the other in accordance with this Section 7. In the case of a multi-session Event, in addition to settlement following each session of the Event, a final settlement shall be made by the parties within seven (7) business days following the expiration of the Term. Any amounts due and payable to Licensor which are not paid within 24 hours after the conclusion of an Event shall accrue interest from the date due until paid at the highest rate allowed by the laws of the State of Florida. Licensor shall have the right to audit any books, receipts, subcontracts, or any other form of agreement or accounting by which revenue or expenses are calculated or should have been calculated for the Event.

D. Licensor Reserved Revenues. Licensee acknowledges that use of all Suites and other Premium Seating areas in the Venue are not hereby licensed or provided by Licensor to Licensee and agrees that any revenue derived from the utilization or license of such Suites and other Premium Seating areas in connection with the Event shall be for the sole account of Licensor.

E. No Set-Off. Licensee shall pay Licensor the License Fee and any and all additional amounts due hereunder without abatement, deduction or set-off.

7. Broadcasting and Recording. Subject to Licensor's prior written approval to the extent of Licensor's rights therein, and subject further to any third parties with which Licensee contracts to transmit or broadcast the Event securing in advance and maintaining insurance acceptable to Licensor, Licensee may film, videotape, live-stream, broadcast or transmit the Event in any and all media from the Venue (the "Media Rights"), but excluding the use of the image of the Venue, the Venue's name or logo or Licensor's name or logo, unless expressly approved by Licensor in writing. Licensee shall be solely responsible for all costs and expenses related to the use or exercise of the Media Rights. A location/origination fee, in an amount to be determined by Licensor in its sole discretion, may be charged by Licensor to Licensee for the Media Rights, which fee shall be payable in advance. Licensee shall cause all entities with which Licensee contracts to broadcast the Event to arrange with Licensor in advance of the Term the terms and conditions (which must be satisfactory to Licensor in its sole discretion) under which such entities may have access to, and the use made by such parties of, the Venue.

8. Insurance.

A. CGL Coverage. In addition to any requirements as set out in paragraph 4.A., Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee that names Licensor as a named insured, and which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement), and Licensee's contractual undertaking of the liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at One Million Dollars (1,000,000) each occurrence for bodily injury, property damage and personal injury. Licensee shall cause such insurance to be endorsed with an endorsement that the insurance issued to Licensee shall be primary to and not contributory with any insurance coverage or self-insured program of Licensor or any of the other additional named insureds listed below, and that such insurance shall be excess to any insurance issued to Licensee. Licensee shall also cause the required policy of insurance to include the Owner as an additional named insured. Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend Licensor or the Owner pursuant to Section 12 hereof.

B. Workers' Compensation Coverage. Licensee shall also maintain, at its own cost and expense, Workers' Compensation insurance in respect of all employees.

C. Automotive Insurance. Licensee shall also maintain, at its own cost and expense, with limits not less than one million dollars (\$1,000,000.00) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover all liability arising out of Licensee's ownership, rental, lease, hire, non-owned vehicles, or any other form of use of auto, mechanical, or electric modes of transportation in connection with this Agreement.

D. Certificates of Insurance. Licensee, at least thirty (30) days prior to the commencement of the Term (or immediately upon execution hereof, if less than thirty (30) days remain before the Term's commencement), shall provide to Licensor evidence of the insurance required pursuant to Subsections 3, 12.A, and 12.B. herein. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to Licensor. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Florida or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

E. Failure to Obtain Insurance. Licensor shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Venue until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Licensor. Licensee's failure to maintain the insurance required herein may, at the sole discretion of Licensor, result in termination of this Agreement. IN THE EVENT OF SUCH TERMINATION BY LICENSOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY LICENSOR TO LICENSEE, AND LICENSOR SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY LICENSOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER.

9. Indemnity; Release of Liability.

A. Indemnification. Licensee hereby agrees to indemnify, defend, save and hold harmless Licensors, up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' act of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against Licensors, and this Agreement is deemed a written agreement for indemnity under the Florida Workers' Compensation laws. The provisions of this Section 13 shall survive any expiration or termination of this Agreement.

B. Condition of Licensed Premises. Except as expressly set forth herein, Licensors makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Venue or Licensed Areas, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Licensed Areas. Accordingly, Licensee acknowledges and agrees that it has made an adequate investigation and inspection of the Licensed Areas and has made its own determination regarding the suitability of the Licensed Areas for Licensee's proposed use and is satisfied with the condition, fitness and order thereof. Licensee further agrees that the Licensed Areas shall be delivered by Licensors to Licensee "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Licensee hereby waives any claims against Licensors and the Indemnitees for defects in the Venue or Licensed Areas, including latent defects. Commencement of the use of the Licensed Areas by Licensee shall be conclusive that the Venue and Licensed Areas were in good repair and satisfactory condition, fitness and order when such use commenced.

C. Risk of Loss. None of Licensors nor any of its officers, partners, employees or agents shall be responsible or liable for any loss or damage to the personal property of Licensee or its employees, players, performers or agents in connection with Licensee's use of the Venue or Licensed Areas hereunder. Licensee acknowledges and agrees that all of its property or property of others in the Venue shall be used and/or stored in the Venue at the sole risk of Licensee, and Licensee hereby waives and releases Licensors and the Indemnitees from any and all Claims or Costs related thereto to the fullest extent permitted by law.

10. Default; Remedies Upon Breach.

A. Default by Licensee. The following events shall constitute a "Default" by Licensee under this Agreement:

(1) breach by Licensee of any material representation, warranty, covenant, condition or obligation set forth in this Agreement and not otherwise specifically addressed in subsections 14.A(2) through 14.A(10) below, which breach is not cured within ten (10) days following notice to Licensee of such breach, provided that in the event Licensors may suffer irreparable harm as a result of Licensee's breach, it shall not be required to give notice or wait any period of time before pursuing any remedies hereunder or under applicable law;

(2) material violation of the Owner's, Licensors', or Venue's rules and regulations;

(3) any misrepresentation by Licensee to Licensors regarding the subject matter of the

Event or materials used in connection with the Event;

(4) partial or total abandonment by Licensee of the Licensed Areas, or failure of Licensee to use the Licensed Areas on a performance day as contemplated herein;

(5) failure of Licensee to obtain the insurance or any license or permit required hereunder;

(6) the return of any Licensee check for insufficient funds;

(7) cessation by Licensee of its business as a going concern, or the insolvency or bankruptcy of Licensee or the initiation of any bankruptcy or other insolvency proceedings by or against Licensee, or the appointment of a receiver or trustee for Licensee or Licensee's property; or

(8) any attempt by Licensee to assign this Agreement in violation of Subsection 20.C. below.

In the event of a Default by Licensee, Licensor may terminate this Agreement upon notice to Licensee, and all monies held hereunder may be applied by Licensor for the payment of the License Fee, sales or amusement taxes, or other charges due and payable to Licensor at the date of the Default. Licensor may, after the occurrence of an event of Default, enter and remove all persons from the Venue and/or Licensed Areas and all or any property therefrom, and sell such property as a setoff against monies owed to Licensor hereunder. In the event of a breach or threatened breach by Licensee of any of its agreements or obligations hereunder, Licensor shall have the right of injunction and the right to invoke any other remedy allowed at law or in equity. Licensor's rights and remedies set forth in the paragraph in connection with a Licensee Default shall be cumulative, and shall be non-exclusive of all other right and remedies under this Agreement, at law or in equity, including without limitation the right to recover all damages suffered by Licensor.

B. Default by Licensor. In the event that Licensor fails to perform or observe any of the covenants, conditions or obligations in this Agreement, Licensee shall provide Licensor with written notice specifying the failure with particularity, and Licensor shall have at least ten (10) business days from its receipt of such written notice to cure such failure. If such failure is not cured within such ten (10) business day period, Licensee's sole and exclusive remedy shall be to seek an action for actual damages (but not special, incidental, consequential, punitive, or exemplary damages or lost profits) in an amount not to exceed the License Fee paid to Licensor hereunder, together with reasonable attorney's fees and court costs.

11. Compliance With Laws and Venue Rules.

A. Legal Compliance. Licensee shall fully abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the **State of Florida**, the **City of Coral Gables**, and their respective agencies, as well as all rules and regulations of Licensor for the use, occupancy and operation of the Venue. If Licensee is controlling any sale or distribution of tickets, Licensee will comply with all federal, state and municipal laws, statutes, ordinances or regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and file returns and pay all such taxes or charges immediately when due.

B. Morals Clause. Licensee shall not use or attempt to use any part of the Venue or Licensed Areas for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor or Owner.

C. Non-Discrimination. Licensee agrees not to discriminate against any employee or any applicant for employment for any reason prohibited by law, and further agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law.

12. Use of Premises.

A. Return of Premises. Licensee agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Venue or Licensed Areas. Upon expiration of the Term, Licensee shall deliver up to Licensor the premises in as good condition and repair and in the condition received at the beginning of the Term, excepting usual wear and tear.

B. No Combustibles. If Licensee brings into the Venue or Licensed Areas any displays, props, decorations, materials or other personal property, it must fully comply with the Fire Code of the **City of Coral Gables**, *i.e.*, all wiring on booths or display fixtures must meet the rules and standards of the **City of Coral Gables** Board of Fire Underwriters and Fire Department. Among other precautions, cloth, paper decorations, pine boughs, leaves, tree branches and all other decorations must be flame-proofed. Use of combustible material is forbidden.

(1) Licensee understands that approval from the Fire Marshall's Office and a permit from the Department of Licenses and Inspections must be obtained before bringing into the Venue or Licensed Areas explosives, gasoline, kerosene, acetylene or other fuel or combustibles. Such a permit shall be submitted for review to Licensor upon receipt and prior to the commencement of the Term.

(2) Licensee understands that the fire-fighting equipment in the buildings, such as fire extinguishers and fire hose cabinets and exits, shall not be covered or concealed in any manner whatsoever from public view or access.

C. Hazardous Substances. Licensee, its employees and agents, and any exhibitors, patrons, invitees or other participants in the Events covered by this Agreement are prohibited from allowing any hazardous substance to be brought into the Venue or surrounding property. If any governmental authority or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substances that occurs as a result of Licensee's use of the Venue or Licensed Areas or entry on the surrounding property, Licensee shall, at Licensee's expense, prepare and submit the required plan and all related bonds and other financial assurances, and Licensee shall carry out all such cleanup plans. Licensee agrees to indemnify Licensor and Owner and their respective members, officers, elected or appointed officials, directors, agents and employees against any claims, costs and expenses of any kind, whether direct or indirect, incurred voluntarily or pursuant to any state or federal law, statute, regulation or order, for the cleanup, extraction, detoxification or neutralization of any release of any hazardous substance associated with or arising from the Licensee's use of the Venue or Licensed Areas or entry onto the surrounding property. Licensee's obligations under this paragraph survive termination or expiration of this Agreement.

D. No Vehicles or Live Animals. No gasoline motor driven vehicles will be permitted to enter into the building, and no live animals will be permitted to enter or remain in the Venue or Licensed Areas (other than a properly and safely muzzled "seeing eye" dog accompanying a blind person), except at Licensor's discretion.

E. Duty of Care. Licensee shall use the Venue and Licensed Areas in a safe and careful manner.

F. Licensor Access.

(1) Licensor and its authorized representatives shall have the right at all times to enter upon and have access to the Venue and Licensed Areas.

(2) A duly authorized representative of Licensee shall be in attendance at the Venue when the doors are opened and throughout the Event scheduled hereunder. Licensee shall provide all of its representatives and working personnel to be admitted to any part of the Venue or Licensed Areas with distinctive, visual identification which shall be approved by Licensor prior to the commencement of the Term.

G. Licensor Control. In licensing the use of the Licensed Areas to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. The decision of Licensor's representative as to the number of persons that can safely and freely move about in the Licensed Areas shall be final.

H. Entrances, Etc. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Venue shall be kept unobstructed by Licensee and not used for any other purpose other than ingress or egress.

I. Disorderly Persons. Licensor reserves the right at all times to control any and all employees, agents and contractors of Licensee, and Licensee hereby appoints Licensor, or any servant, employee or agent of Licensor, Licensee's agent to refuse admission to or to cause to be removed from the Venue or Licensed Areas any disorderly or undesirable person, including Licensee's employees, agents and contractors, as determined by Licensor in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Licensor and the Indemnitees on account thereof. If the Event is cancelled by Licensor, in its sole discretion, as a result of the disorderly conduct of the artist, participant, performer or other person appearing at the Event, or for any of such party's refusal to perform (except in cases where the immediate safety of such parties is concerned), Licensee shall be in breach of this Agreement. **Licensee shall be solely responsible to Licensor for the (i) conduct and activities of artists, participants, performers or exhibitors participating in the Event which, for purposes of this Agreement, shall be deemed to be the conduct and activities of Licensee, and (ii) for any and all Claims or Costs arising as a result of any such conduct or activity or refusal to perform (except in cases where the immediate safety of such parties is concerned).**

J. No Solicitations. No collections, contests, solicitations, raffles or lotteries, whether for charity or otherwise, shall be made, attempted, authorized, conducted or announced, as applicable, by Licensee at or around the Venue without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion.

K. Concurrent Events. Licensee acknowledges and agrees that the Venue is part of the

Watsco Center Complex, which consists of multiple venues, including **Watsco Center**, and that Licensor has the right to conduct concurrent events at any or all of such venues during the Term.

L. Safety Precautions. Licensee acknowledges and agrees that Licensor shall have the power to extinguish all utilities and order the evacuation of all or any portion of the Venue, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in its sole judgment, danger is imminent or dangerous circumstances have already occurred and such action is necessary to secure the safety and welfare of persons or property. **In such event, Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs related thereto, irrespective of whether such Claims or Costs arise out of the negligence (whether ordinary or gross) of Licensor or the Indemnitees.**

13. Loss of Use of Venue; Force Majeure.

A. Casualty Loss or Force Majeure Affecting the Venue or Licensor. Should the Venue or Licensed Areas or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure (defined below) shall render the fulfillment of this Agreement by Licensor impracticable, this Agreement shall cease and terminate and Licensor shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, Licensor shall return the Deposit to Licensee, less any out-of-pocket costs incurred by Licensor in connection with the Event (for which Licensee shall remain liable). **Licensee hereby waives and releases Licensor and the Indemnitees from any and all Claims or Costs on account of such termination; irrespective of whether such Claims or Costs arise out of the negligence (whether ordinary or gross) of Licensor or the Indemnitees.**

B. Force Majeure Affecting Licensee. Should Licensee be unable to take possession of the Licensed Areas or present the Event due to an Event of Force Majeure, without limiting the terms of Section 18.A above, neither Licensor nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments with the exception of the Deposit, which is nonrefundable.

C. Definition of Event of Force Majeure. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any covenant, the inability of a Performer to perform, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure. Upon removal or cessation of the Event of Force Majeure, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term (if any).

14. Miscellaneous.

A. Entire Agreement. This Agreement (including any and all exhibits hereto) reflects the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral, between the parties hereto. No representation, inducements or agreements, oral or otherwise, between the parties not contained, expressly incorporated or embodied herein shall be of any force and affect. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits, the terms of this Agreement shall govern. This Agreement may only be modified or amended by a subsequent written agreement signed by both parties hereto.

B. Notices. Notices by Licensor and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by telecopier with confirmation of transmission, (iii) mailed by certified mail, return receipt requested, postage prepaid, or (iv) delivered by duly recognized air courier service to the following addresses:

Licensee: Attn: Shawn Cerra
The School Board of Broward County, Florida
Department of Athletics and Students Activities
600 SE 3rd Avenue, 3rd Floor
Fort Lauderdale, Florida 33301
Fax: 754-321-2552

Licensor: Attn: Kevin Retchless
Pinnacle Venue Services, LLC
1245 Dauer Drive
Coral Gables, Florida 33146
Fax: 305-284-6547

D. Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Licensed Areas be sublicensed by Licensee without the prior written consent of Licensor in each instance, which may be withheld in Licensor's sole discretion. Any attempt by Licensee to assign this Agreement or sublicense its right to use the Licensed Areas without the prior written consent of Licensor shall be null and void and shall constitute a Default by Licensee under this Agreement. In the event that Licensor permits such an assignment or sublicense, Licensee shall cause the assignee or sublicensee to enter into an agreement, acceptable to Licensor, whereby such assignee or sublicensee agrees to abide by all the terms, obligations and conditions of this Agreement. The term "assignment" or "sublicense" as used in this Agreement shall include any and all transfers of Licensee's interest in this Agreement, whether voluntary or involuntary. Licensor may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Venue.

E. No Agency. The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or

other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein. Further, no agent, servant or employee of Licensee or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of Licensor.

F. Governing Law and Choice of Forum. This Agreement is entered into in the **State of Florida** and, in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the **State of Florida**, without regard to its principles of conflicts of laws. Any action arising out of or in connection with this Agreement or the conduct, acts or activities of the parties hereunder shall be brought in the federal or state courts located in Dade County, and the parties hereby submit to the exclusive jurisdiction of those courts and consent to venue in those courts for any such actions or proceedings.

G. Waivers. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.

H. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

I. Headings. Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

J. No Third Party Beneficiaries. Any agreement to pay an amount and any assumption of liability herein contained, expressed or implied, shall be only for the benefit of the undersigned parties and their respective successors and permitted assigns (as herein expressly permitted), and such agreements and assumptions shall not inure to the benefit of the obligee or any other party whomsoever (except for the Indemnitees), it being the intention of the undersigned that (except with respect to the Indemnitees), no other party shall be or be deemed to be a third party beneficiary of this Agreement.

K. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

L. Power and Authority. Licensee represents and warrants to Licensor that it has the full right, power and authority to enter into and perform this Agreement, and that the person whose signature appears below is duly authorized to execute and deliver this Agreement on behalf of Licensee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

Licensee:

The School Board of Broward County, Florida

By: _____

Name: Nora Rupert

Title: Chair

Approved as to form and legal content:

Office of the General Counsel

By: _____

Name: Robert W. Runice

Title: Superintendent of Schools

Licensor:

PINNACLE VENUE SERVICES, LLC

By: _____

Name: Kevin Retchless

Title: General Manager

Exhibit A

The Base License Fee specifically **INCLUDES** the following:

Facility Rental
Front House Staff (Ushers, Ticket Takers, Guest Services)
Peer Security
Operations Labor (including stage set up/tear down/chair set up/ tear down)
Cleaning
Staging/Barricade
Ticket Printing and Box Office Fee (sellers)
Medical Services Personnel (Guest only)
Free Parking for all students, staff, and guests
All equipment owned and operated by the Watsco Center.

The Base License Fee specifically **EXCLUDES** the following:

Stage and Rigging Labor (If necessary)
Sound and Video Rental (If necessary)
Phone/Fax/and Data lines (if required)
Catering
Insurance
Pyro-Technical Permit and/or Fire Marshall Services (Fire Watch)
Promoter requested additions
Box office credit card charges

Any additional equipment not owned or operated by Watsco Center at the University of Miami

OPTIONS FOR ADDITIONAL SERVICES

Licensors will provide the following services for the additional fee set forth herein: N/A