



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

LL-2.

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| MEETING DATE | 2020-02-04 10:05 - School Board Operational Meeting |
| AGENDA ITEM | ITEMS |
| CATEGORY | LL. OFFICE OF PORTFOLIO SERVICES |
| DEPARTMENT | Facility Planning and Real Estate |

| |
|--|
| Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Time |
| Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No |

TITLE:

2020 High School Graduation Use License Agreement with Nova Southeastern University

REQUESTED ACTION:

Approve the 2020 High School Graduation Use License Agreement with Nova Southeastern University for nineteen graduation ceremonies at the Rick Case Arena at the Don Taft University Center.

SUMMARY EXPLANATION AND BACKGROUND:

Nova Southeastern University will be the 2020 graduation host site for approximately nineteen public high schools. These graduation ceremonies will be conducted May 27 through June 2, 2020.
 See Supporting Docs for continuation of Summary Explanation and Background.
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. This Agreement will be executed by Nova Southeastern University after School Board approval.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

The total financial impact of this item is \$248,115.87. Currently, \$235,057.14 is budgeted in the Student Activities and Athletics Department budget. The remaining \$13,058.73 (\$9,828.73 after deducting the \$3,230 savings from Lauderhill Performing Arts Center) is being requested from the District's General Fund balance.

EXHIBITS: (List)

(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) License Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

| | |
|--|---------------------|
| SOURCE OF ADDITIONAL INFORMATION: | |
| Name: Shawn Cerra | Phone: 754-321-2550 |
| Name: Chris O. Akagbosu | Phone: 754-321-2162 |

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature

Leslie M. Brown
 1/10/2020, 4:14:53 PM

Approved In Open Board Meeting On:

FEB 04 2020

By:
 School Board Chair

Continuation of Summary Explanation and Background

The criteria established by The School Board of Broward County, Florida, for the selection of 2020 graduation sites are: ensure that every graduate has access to a minimum of four tickets for family and guests, consolidate graduation venues to provide equity among high schools, no split class graduations, and make every effort to avoid conflicts in scheduling high school graduations based on School Board member schedule.

EXECUTIVE SUMMARY

2020 High School Graduation Use License Agreement with Nova Southeastern University

The graduation schedule at Nova Southeastern University is as follows:

- Wednesday, May 27 – 2:00pm and 7:00pm – Monarch High and West Broward High Schools
- Thursday, May 28 – 9:00am, 2:00pm and 7:00 pm – Blanche Ely High, South Plantation High and Everglades High Schools
- Friday, May 29 – 9:00am, 2:00pm and 7:00pm – Sheridan Technical College/High School, Miramar High and Western High Schools
- Saturday, May 30 – 9:00am, 2:00pm and 7:00pm – McArthur High, Cooper City High and Coral Glades High Schools
- Sunday, May 31 – 2:00pm and 7:00pm – Deerfield Beach High and Taravella High Schools
- Monday, June 1 – 9:00am, 2:00pm and 7:00pm – Nova High, Piper High and Coral Springs High Schools
- Tuesday, June 2 – 9:00am, 2:00pm and 7:00pm – South Broward High, Plantation High and Flanagan High Schools

A \$7.00 parking fee will be charged in the designated Nova Southeastern University parking lots. Schools will be selling pre-paid parking passes in advance of the graduation ceremonies. Schools will retain \$2.00 for each parking pass sold. Five dollars (\$5.00) per pre-paid parking pass will be remitted to NSU to cover Section 7 – Revenues and Costs.

Additional Background Information:

After reviewing our past practices, the need to enhance and improve our safety and security protocols during each of our high school commencements became necessary.

NSU is scheduled to host nineteen high school graduations during the Spring of 2020. Due to an increase in class size, Blanche Ely High's graduation ceremony has been moved to NSU. The 2020 total cost factor for each of these commencements is \$13,058.73. This includes rent, police, EMT, security checkpoints, staffing and any other additional miscellaneous costs. Compared to 2019, The School Board of Broward County, Florida will be paying the same amount per graduation ceremony in 2020. This amount will cover mandatory bag checks and required metal detector checkpoints for all guests. By doing this, we will be providing each of our guests an extra layer of protection and comfort.

The School District continues efforts to manage overall graduation venue costs. The projected cost for 2020 graduation venues listed below is \$434,344.87. A breakdown of the projected 2020 graduation listed venue rental costs with wanding/metal detectors is as follows:

- **Nova Southeastern University** - \$13,058.73 per graduation x 19 schools = \$248,115.87
- BB&T Center - \$45,000 per graduation x 2 schools = \$90,000
- Broward Center for the Performing Arts - \$8,355 per graduation x 10 schools = \$83,550
- Broward College-Omni - \$5,524 per graduation x 1 school = \$5,524
- Lauderhill Performing Arts Center - 2 schools = \$4,655
- Pompano Beach High - \$2,500 per graduation x 1 school = \$2,500

USE LICENSE AGREEMENT

BY AND BETWEEN

**Nova Southeastern University, Inc. and
The School Board of Broward County, Florida**

DATED: _____

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT together with the Exhibits attached hereto (the "Agreement") is dated as of the February 4, 2020, by and between Nova Southeastern University, Inc., with its principal place of business at 3301 College Avenue, Fort Lauderdale, FL 33314 ("NSU" or the "University"), and The School Board of Broward County, Florida, a Florida not-for-profit, with its principal place of business at 600 Southeast Third Avenue, Fort Lauderdale, FL 33301 (the "Licensee").

BACKGROUND

NSU is the owner and operator of a facility commonly known as the Rick Case Arena at the Don Taft University Center (the "Facility"). Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, NSU desires to grant to Licensee, and Licensee hereby accepts from NSU, a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

(a) NSU hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described in **Exhibit A** attached hereto and made a part hereof (the "**Authorized Areas**"), including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth in **Exhibit A** (each such use being an "**Event**"). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end time of each Event or after each Event if Facility is used for multiple Events listed in **Exhibit A** hereto (the "**Expiration Time**") and, as such, Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated in **Exhibit A**, Licensee shall request from NSU prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent an amount equal to the sum of NSU's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by NSU to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

(c) Licensee acknowledges that in connection with NSU's management and operation of the Facility, NSU may utilize the services of third party independent contractors, including, without limitation, Ticketmaster or other ticket agencies (the "**Third Party**").

Independent Contractors”). Licensee hereby agrees that NSU shall not be responsible in any way for the acts and/or omissions of any one or all of the Third Party Contractors.

(d) Floor Plans, Descriptions, and Set-Up.

i. In addition to the floor plan delivered at least four (4) weeks prior to the first Event, Licensee shall provide to NSU, for NSU’s review (and/or the review of any consultant or representative engaged by NSU), one (1) copy of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

ii. At least four (4) weeks prior to the first Event, Licensee shall provide to NSU information relating to room or hall set-up(s), staging, event personnel requirements, and food and beverage requirements.

iii. Licensee shall be solely liable for any and all Losses (as defined below) arising from Licensee’s failure to deliver to NSU the materials described in subparagraphs (i) and (ii) of this Section 1(d) within the specified time periods, including, without limitation, overtime pay and short-notice delivery fees.

2. Purpose.

(a) The Facilities are to be used solely for the purpose of **the 2020 Broward County High School Graduations**. Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, students, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys’ fees) (collectively, the “Losses”) occurring at the Facility (whether within or without an Authorized Area) caused to the University and/or persons and/or property in, on, or near the Facility before, during, or after an Event, in whole or in part, by (i) Licensee’s failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the “Laws”) applicable to Licensee’s performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, students, subcontractors, licensees, or invitees, (iii) the negligence or the willful or intentional misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 13(m) hereof (relating to intellectual property matters), Section 14 hereof (relating to the Civil Rights Act), and Section 15 hereof (relating to the Americans with Disabilities Act), and/or (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements or to the Facility necessitated by and/or performed with respect to the Event. Licensee shall

indemnify, defend, and hold harmless the University and its agents, employees, trustees, and officers from any and all Losses arising out of or in connection with, in whole or in part, rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event. Licensee's liability for Losses, and Licensee's indemnification-related obligations set forth in this Section 2(b), shall survive the expiration or termination of this Agreement. Licensee's indemnification-related obligations set forth in this Section 2(b) shall not be construed as a waiver (a) by Licensee of sovereign immunity that may be available to Licensee under Florida law, or (b) by Licensee of any rights or limits to liability existing under Section 768.28, Florida Statutes.

(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with NSU's building rules and regulations set forth in **Exhibit B** attached hereto and made a part hereof, and local government fire regulations as may exist from time to time. Without limiting the foregoing, Licensee shall obtain prior written approval from NSU's Director at the Facility for any pyrotechnic displays which Licensee anticipates may be performed at the Facility during the term of this Agreement. Licensee agrees that it will not allow any officer, agent, employee, student, licensee or invitee at, in or about the Facility who shall, upon reasonable grounds, be objected to by NSU and such person's right to use the Facility may be revoked immediately by NSU.

3. Condition of Facility.

(a) Licensee acknowledges that Licensee has inspected the Facility, and that Licensee is satisfied with and has accepted the Facility "AS IS" in its present condition.

(b) NSU shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by NSU to accomplish the foregoing resulting from circumstances beyond the reasonable control of NSU, shall not be considered a breach of this Agreement by NSU, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, students, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by NSU.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of NSU. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of NSU, (i) be removed by Licensee without damage to the Facility, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of the University. NSU may, at its election, accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify, defend, and hold harmless the University and its agents, employees, trustees, and officers for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. Licensee's indemnification-related obligations set forth in the preceding sentence (i) shall survive the expiration or termination of this Agreement, and (ii) shall not be construed as a waiver (a) by Licensee of sovereign immunity that may be available to Licensee under Florida law, or (b) of Licensee of any rights or limits to liability existing under Section 768.28, Florida Statutes.

NSU assumes no responsibility whatsoever for any property placed in the Facility. Notwithstanding anything to the contrary set forth herein, Licensee shall be solely responsible and liable for any and all Losses arising out of any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(d) NSU may, at its election, accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify, defend, and hold harmless NSU and its agents, employees, trustees, and officers for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. NSU assumes no responsibility whatsoever for any property placed in the Facility.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth in **Exhibit A** and will continue in effect, unless earlier terminated as set forth in Section 11, until the date and time set forth in **Exhibit A**.

5. License Fee, Merchandising Fee, Broadcast Fee, and Reimbursable Service Expenses and Complimentary Tickets. In consideration of the grant of the license in Section 1 above, Licensee shall pay to NSU a license fee, merchandising fee, broadcast fee, and shall reimburse NSU for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

License Fee. Licensee shall pay a license fee (the "License Fee") equal to **Two Hundred Forty Eight Thousand One Hundred Fifteen Dollars and Eighty Seven Cents (\$248,115.87)**, for 19 graduations at **\$13,058.73** per graduation as set forth in **Exhibit A**.

(a) Artist Merchandising Fee. N/A for this Event.

(b) Broadcast Fee. N/A for this Event.

(c) Reimbursable Service Expenses.

i. NSU shall provide, as required for each Event, the following services (the "Services"), the expenditures for which are reimbursable by Licensee to NSU (the "**Reimbursable Service Expenses**"): ticket takers, ushers, supervisors, and receptionists, operations, supervisors; food and beverage services; security personnel; utilities, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services; electricians and mechanical plant staff; custodial services; and special facilities, equipment and materials, or extra services furnished by NSU at the request of Licensee which are set forth in **Exhibit C** attached hereto and made a part hereof.

ii. NSU shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee

shall reimburse NSU for actual costs incurred by NSU in connection with the Services as provided in Section 6 below.

(d) Event Ticketing: See **Exhibit D** attached hereto and made a part hereof. Seating capacity for guests is 3,776.

(e) Complimentary Tickets. See **Exhibit D**. N/A for this event

6. Payment Terms.

(a) License Fee, Merchandising Fee, and Broadcast Fee. The License Fee, Merchandising Fee, and Broadcast Fee set forth in Sections 5(a), (b), and (c) of this Agreement shall be paid by Licensee as provided in **Exhibit C**.

(b) Reimbursable Service Expenses. NSU shall deliver to Licensee an expense report estimate (the "**Expense Report Estimate**"), setting forth NSU's estimate of all expenses which NSU will incur in connection with the Services. Licensee shall pay to NSU the total estimated expenses for the Services reflected in the Expense Report Estimate as per Exhibit B, number 2. At settlement, NSU shall deliver to Licensee an expense report setting forth the expenses actually incurred by NSU for the Services (the "**Actual Expense Report**"). Notwithstanding anything to the contrary set forth in this Agreement, NSU's failure to deliver either the Expense Report Estimate or the Actual Expense Report shall not excuse Licensee's obligation to pay any amounts due hereunder. NSU shall remit box office ticket revenues within ten (10) business days after the Event.

(c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to NSU a late charge of 1.5% per month on the unpaid balance.

(d) Security for Payment. N/A

7. Revenues and Costs. NSU shall retain one hundred percent (100%) of all revenues generated in connection with parking lot fees and the sale of food and beverages at the Facility. In addition to payment of the Reimbursable Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Facility, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event.

8. Taxes. NSU shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter

owned by Licensee. Licensee will not be responsible for taxes that are allowed in accordance with their tax exempt status (Consumer's Certificate of Exemption).

9. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to NSU not less than thirty (30) days prior to the first Event set forth in **Exhibit A** and shall keep in force at all times during the term of this Agreement:

i. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate combined single limit for death, bodily injury, personal injury and property damage, including, without limitation, contractual liability, product and completed operations.

ii. **AUTOMOBILE LIABILITY INSURANCE.** If automobiles will be used to perform the work or services noted in this Agreement: Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for death, bodily injury and property damage, covering any automobile or other vehicle including, without limitation, owned, non-owned, leased and hired vehicles. Above shall be issued by companies authorized to do business under the laws of the State of Florida.

iii. **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.** Workers' Compensation insurance covering all persons whom Licensee may employ directly or through subcontractors in carrying out the work called for in accordance with the Workers' Compensation insurance laws of the State of Florida. Employers' Liability insurance in an amount not less than One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, policy limit, and One Million Dollars (\$1,000,000) bodily injury by disease, each employee.

If the Licensee does not have Workers' Compensation insurance as required for under Chapter 440 of the Florida Statutes, Licensee must provide a copy of the waiver from the State of Florida indicating exemption status, or proof of written notice sent to the State requesting said exemption as provided under Chapter 440.

(b) The following shall apply to the insurance policies described in clauses (i), (ii) and (iv) above:

i. Name "Nova Southeastern University, Inc.", its trustees, officers, agents and employees as additional insured under its Commercial General Liability and Automobile Liability policies.

Certificate holder should read as: Nova Southeastern University, Inc., 3301 College Ave., Ft. Lauderdale, FL 33314.

Description Box language should include: Nova Southeastern University, Inc., its trustees, officers, agents and employees as additional insured under its Commercial General Liability

and Automobile Liability policies as evidenced herein required by written contract with respect to usage of its facilities. Not less than thirty (30) days prior to the first Event set forth in **Exhibit A**; Licensee shall deliver to NSU certificates of insurance evidencing the existence thereof, all in such form as NSU may reasonably require, Licensee shall provide thirty (30) days prior written notice to NSU of any cancellation of or reduction or other material change in coverage. If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to NSU at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies. All notices and communications concerning insurance shall be sent to the party designated in the Notice address as set forth in Section 18 herein and to Nova Southeastern University, Director of Risk Management, and 3301 College Avenue, Fort Lauderdale, Florida 33314.

ii. The coverage provided under such policies shall be occurrence-based, not claims made.

iii. The coverage limits contained on such policies shall be on a per-occurrence basis only.

iv. Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 10 below.

(c) The failure of the Licensee to provide insurance in accordance with this Section 9 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 11 below, preclude the Event from taking place.

(d) **Subcontractor insurance coverage.** Any subcontractors that are utilized by the Licensee must be approved in writing by the University. All insurance obligations and requirements applicable to Licensee shall be applicable to Licensee's subcontractors. Thirty (30) days prior to an Event, Licensee shall provide to the University a certificate of insurance evidencing the insurance maintained by the subcontractors. The acts and omissions of Licensee's subcontractors shall be deemed the acts and omissions of Licensee.

10. Indemnification.

(a) Licensee shall indemnify, defend, and hold harmless the University and its respective officers, directors, trustees, agents, and employees (collectively, the "Indemnities") from and against any and all Losses arising out of, resulting from or in any way connected with, in whole or in part, (i) the matters described in Section 11(d)(iii) hereof; (ii) the matters described in Section 2(b) hereof; (iii) Licensee's breach of any term, covenant or condition contained in this Agreement; or (iv) personal or bodily injury to or death of persons or damage to the property of the University to the extent caused by the negligence or the willful or intentional misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees. Licensee's indemnification-related obligations set forth in the preceding sentence shall not be

construed as a waiver (i) by Licensee of sovereign immunity that may be available to Licensee under Florida law, or (ii) by Licensee of any rights or limits to liability existing under Section 768.28, Florida Statutes.

(b) Licensee's obligations set forth in Section 10(a) above shall survive the expiration or termination of this Agreement.

11. Default, Termination and Other Remedies.

(a) Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Reimbursable Service Expenses) when the same are required to be paid hereunder, or (B) to provide the security required under Section 6(d) hereof by the date when due, or (C) to maintain the required insurance coverage as set forth in Section 9, or (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and, except as otherwise provided for in the last sentence of this Section 11(a), Licensee fails to commence a cure thereof within five (5) days after Licensee has been served with written notice of such failure and thereafter fails to diligently pursue the completion of the cure, but in no event shall the entire cure period exceed ten (10) days, or (iii) Licensee (A) makes a general assignment for the benefit of creditors, (B) is insolvent, (C) files or has filed against it a petition in bankruptcy, or (D) has a receiver conservator or trustee appointed for its business or any of its assets. NSU shall be in default under this Agreement if NSU fails to perform or fulfill any term, covenant, or condition contained in this Agreement and NSU fails to commence a cure thereof within five (5) days after NSU has been served with written notice of such failure and thereafter fails to diligently pursue the completion of the cure, but in no event shall the entire cure period exceed ten (10) days. Nothing in the foregoing shall be construed as excusing either party from diligently commencing and pursuing a cure within the above referenced five (5) day period if reasonably possible. Notwithstanding clause (ii) contained in the first sentence of this Section 11(a), if the breach by Licensee or any of its officers, directors, employees, or agents of any term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or damage to property, or the period to cure would extend past the first date of occupancy of the Facility as set forth in **Exhibit A**, then NSU may, in its sole discretion, require that such breach be cured in less than five (5) days or immediately.

(b) Termination by Reason of Default. Upon a default pursuant to Section 11(a) hereof, the nonbreaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto, except those obligations that survive the expiration or termination of this Agreement. In addition to the foregoing and any other available remedies, if Licensee fails to comply with any of the provisions of this Agreement, NSU may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by NSU for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

(c) Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, NSU shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts.

(d) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, NSU shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law, without the obligation of proving damages or posting a bond.

(e) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to NSU by reason of this Agreement are unique and that NSU may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore NSU, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility, or to provide evidence of fulfillment of its obligations under Section 13(m) of this Agreement.

12. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

(c) No litigation or pending or threatened claims of litigation exists which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

13. Covenants. In addition to Licensee's other covenants contained herein, Licensee hereby covenants as follows:

(a) Licensee shall not occupy or use the Facility except as provided in this Agreement.

(b) Licensee shall comply with all legal requirements which arise in respect of the Facility and the use and occupation thereof.

(c) Licensee shall not cause or permit any Hazardous Materials to be used,

stored, or generated on, or transported to and from the Facility. “Hazardous Material” shall mean, without limitation, those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances”, “hazardous waste”, or “solid waste” in any applicable state or federal environmental law or regulation.

(d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of NSU. **N/A for this event.**

(e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of NSU. If approval is granted by NSU, then all monies received from such broadcast will be considered as broadcast revenues for the purpose of determining the Broadcast Fee due to NSU.

(f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility except upon prior written permission of NSU.

(g) Licensee shall not operate any equipment or materials belonging to NSU without the prior written approval of NSU.

(h) Licensee, its officers, directors, employees, agents, members, or other representatives shall not “scalp” tickets for an Event, to the extent applicable. Licensee and its representatives shall provide assistance to NSU in its efforts to control and prevent such ticket “scalping”.

(i) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

(j) If the License Fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the Facility, without first having made a written request and received the prior written consent of NSU. In such event, donations or collections are granted by NSU in lieu of an admission ticket, then all such monies received from such collections or donations will be considered as ticket revenues for the purpose of determining the License Fee due to NSU. See Exhibit B.

(k) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by NSU pursuant to a certain operating event guide, a copy of which has been provided to Licensee and the terms of which are incorporated by reference herein.

(l) Licensee shall not encumber, hypothecate, or otherwise use as security its interest in this Agreement for any purpose whatsoever without the express written consent of NSU.

(m) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the copyrights, trademarks, service marks or other intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center and other similar agencies. Licensee agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. Licensee further agrees hereby to provide to NSU any such compliance evidence in advance of or after any such Event. Licensee agrees that obtaining and maintaining of such evidence by Licensee is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless NSU and all other Indemnities (as that term is defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of the intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. Licensee's indemnification-related obligations set forth in the preceding sentence (i) shall survive the expiration or termination of this Agreement, (ii) shall apply regardless of the means of publication, display or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcast, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement, and (iii) shall not be construed as a waiver (a) by Licensee of sovereign immunity available to Licensee under Florida law, or (b) by Licensee of any rights or limits to liability existing under Section 768.28, Florida Statutes.

(n) Licensee shall not engage in the sale and/or distribution of food and/or beverages at the Facility. Licensee may be able to serve donated food for talent and staff in the Club Box free of charge for 2 schools to be determined by School Board representative. Licensee must request permission in writing from NSU to serve donated food.

(o) Licensee shall use the University logo and/or the Rick Case Arena at the Don Taft University Center logo (the "**Facility Logo**") as determined by NSU in all advertising controlled by or done on behalf of Licensee relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising to identify the facility and location. Licensee's right to use the Facility Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by NSU in writing prior to the use thereof. In connection with Licensee's use of the Facility Logo as permitted in this Section 13(o), Licensee shall use only the form of the Facility Logo as provided by NSU to Licensee in any artwork or other depiction thereof. All advertising done by Licensee using the Facility Logo is subject to the prior written approval of the University.

14. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

15. Americans With Disabilities Act. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the “ADA”). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee’s responsibilities under the ADA. Licensee shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee’s usage. Licensee shall be responsible for any violations of the ADA, including, without limitation, those that arise from Licensee’s reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee’s usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

16. Use of Information. Licensee hereby acknowledges and agrees that NSU shall have the right to disclose to recognized industry sources that track event activity information relating to any Event, including, without limitation, the identity of performers or other participants of the Event, attendance figures, and gross ticket revenue for the Event.

17. Construction of this Agreement

(a) Choice of Law; Jurisdiction; and Venue. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of Florida, without giving effect to its conflict of law principles. With respect to any action instituted by a party relating to this Agreement, the parties accept the exclusive jurisdiction of the courts of the state of Florida, and agree that venue shall lie exclusively in Broward County, Florida.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the representations, warranties, covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of NSU and Licensee with respect to the Facility and the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. Without limiting the generality of the foregoing, it is expressly understood and agreed by the parties hereto that no officer, director, employee, agent,

representative, or sales person of either party hereto or any third party has the authority to make, has made, or will be deemed to have made, any representation, warranty, covenant, agreement, guarantee, or promise with respect to the financial success or performance, and/or other success, of the Event. The Licensee hereby acknowledges and agrees that any assessment of the financial success or performance, and/or other success, of the Event is solely that of the Licensee's own determination and judgment.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, then the validity and enforceability of the enforceable portion of any such provision (if any) and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of NSU, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

(g) Independent Contractor; Relationship. NSU and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall create or be construed to create a partnership, joint venture, principal-agent or employer-employee relationship.

(h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

18. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

(b) Assignment. Neither its interest in this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of NSU. NSU shall be entitled to assign its interest in this Agreement and/or its rights and obligations in this Agreement without the prior written consent of Licensee.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended with a written receipt obtained, (ii) upon delivery by an overnight courier service that is generally recognized as reliable, and the written records maintained by the courier

shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to NSU, to: Rick Case Arena at the Don Taft University Center
3301 College Avenue
Fort Lauderdale, FL 33314
Attention: Nicole Burrell, Arena Director

If to Licensee: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue,
Fort Lauderdale, FL 33301

With a copy to: Director
Facility Planning and Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue,
Fort Lauderdale, FL 33301

(d) Non-Exclusive Use. NSU shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

(e) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the reasonable control of NSU, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts, strikes, labor disputes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, NSU is hereby released by Licensee from any damage or loss so caused thereby. NSU will in such circumstances release Licensee from any obligations to NSU arising from this Agreement except with respect to those obligations that survive the expiration or termination of this Agreement, and will reimburse any monies already advanced by Licensee minus any cancellation fees due subcontractors from Licensee (satisfactory proof of such advancements and cancellation fees shall be provided to University) and Ticketmaster or other ticket agency refunds.

(f) Acts and Omissions of Third Parties. NSU shall not be liable in any way for any acts and/or omissions of any third party with respect to this Agreement, including, without limitation, any ticket agency used by NSU in connection with the sale of tickets for any Event.

(g) Public Records: Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise

provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

(h) **Excess Funds.** Any party receiving funds paid by Licensee under this Agreement agrees to promptly notify Licensee of any funds erroneously received from Licensee upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to Licensee.

(i) **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.

(j) **Signatures of the Parties.** An electronic signature of a party done pursuant to law, or a signature of a party transmitted by electronic means, shall be deemed an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

For NSU

By: _____
Dr. Harry K Moon, Executive Vice President & COO

Date: _____

| | |
|--|-------|
| APPROVED AS TO LEGAL FORM | |
| Signature: | _____ |
| Print Name: | _____ |
| APPROVED AS TO BUSINESS CONTENT | |
| Signature: | _____ |
| Print Name: | _____ |

For SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

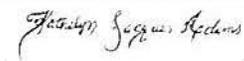
By: 
Donna P. Korn, Chair

ATTEST:



Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

By: 
Office of the General Counsel

Digitally signed by Kathelyn Jacques-Adams, Esq -
kathelyn.jacques-adams@browardschools.com
Reason: Nova Southeastern University, Inc. - Use License
Date: 2019.12.18 11:07:14 -05'00'

EXHIBIT A TO USE LICENSE AGREEMENT

**Rick Case Arena
at the Don Taft University Center**

Authorized Area

Full Arena, Appropriate Entrances, Lobbies, Hallways and Private Lavatories, North Side Locker Rooms, Loading Dock for Production, Media Room, Club Room, Event Staff Parking

| School | Day | Date | Time |
|------------------|-----------|-----------|---------|
| Monarch | Wednesday | 5/27/2020 | 2:00 PM |
| West Broward | Wednesday | 5/27/2020 | 7:00 PM |
| Blanche Ely | Thursday | 5/28/2020 | 9:00 AM |
| South Plantation | Thursday | 5/28/2020 | 2:00 PM |
| Everglades | Thursday | 5/28/2020 | 7:00 PM |
| Sheridan Tech | Friday | 5/29/2020 | 9:00 AM |
| Miramar | Friday | 5/29/2020 | 2:00 PM |
| Western | Friday | 5/29/2020 | 7:00 PM |
| McArthur | Saturday | 5/30/2020 | 9:00 AM |
| Cooper City | Saturday | 5/30/2020 | 2:00 PM |
| Coral Glades | Saturday | 5/30/2020 | 7:00 PM |
| Deerfield Beach | Sunday | 5/31/2020 | 2:00 PM |
| Taravella | Sunday | 5/31/2020 | 7:00 PM |
| Nova | Monday | 6/1/2020 | 9:00 AM |
| Piper | Monday | 6/1/2020 | 2:00 PM |
| Coral Springs | Monday | 6/1/2020 | 7:00 PM |
| South Broward | Tuesday | 6/2/2020 | 9:00 AM |
| Plantation | Tuesday | 6/2/2020 | 2:00 PM |
| Flanagan | Tuesday | 6/2/2020 | 7:00 PM |

EXHIBIT B TO USE LICENSE AGREEMENT

**Rick Case Arena
at the Don Taft University Center
Building Rules and Regulations**

A.) General Rules and Regulations

1. The removal, and associated costs thereof, of tape and tape residue is the responsibility of the Show Promotor.
2. Signs, Decorations and related materials may not be taped, tacked, stapled, nailed etc., or affixed in any manner to painted surfaces, columns, fabrics or decorative walls in or around the Facility.
3. The Rick Case Arena permanent signage may not be blocked in any manner and temporary signs may not be attached in any manner to permanent arena signage.
4. Helium Balloons are not permitted inside the Rick Case Arena without prior written approval of Arena Management.
5. Adhesive backed decals and stickers may not be distributed in the Facility. Costs associated with the removal of decals/stickers are the responsibility of the Show Promotor.
6. Movement of the Operable Partitions, Athletic Curtaining or Stage Backdrop Curtaining in the Facility must be performed by authorized Arena Personnel Only. **N/A for this event**
7. Use of the Facility's equipment, supplies and other materials is limited to authorized Arena Personnel Only. **N/A for this event**
8. The movement of the Facility's furniture, fixtures and equipment must be performed by authorized Arena Personnel Only. **N/A for this event**
9. Passenger elevators are to be used by general public only and should not be used for any freight or equipment movement. **N/A for this event**
10. Motorized vehicles and equipment (i.e. carts, forklifts, pallet jacks, etc.) are restricted to the loading dock, large storage area, lower concourse and arena floor only.
11. The use of confetti or glitter is NOT permitted in the Rick Case Arena or any areas within the arena (i.e. dressing rooms, hospitality and locker rooms) Costs associated with any cleanup of glitter, confetti, and related materials are the responsibility of the Show Promotor.
12. All floor load capacities should be strictly observed.

13. The sale or distribution of novelty merchandise is prohibited without prior written approval of the Rick Case Arena.

14. All distributed materials, whether for sale or at no cost, must be distributed from locations approved by the Rick Case Arena.

15. Holes may not be drilled, cored or punched into any part of the Facility or exterior premises.

16. Rick Case Arena office telephones are reserved exclusively for Arena operations. Arena phone numbers may not be published as official Show numbers.

17. Animals and pets are not permitted in the Facility except in conjunction with an approved event or show. Authorized disability service animals are permitted.

18. The Rick Case Arena maintains an exclusive Food & Beverage contract with Chartwells. All arrangements for food and beverage should be contracted directly with Chartwells. Chartwells can be reached at 954-262-5300.

19. Damages to the Facility are the responsibility of Show Promotor. Incidents of damages should be reported to Arena Management immediately.

20. The Show Promotor is responsible for procuring all necessary licenses, insurance and/or permits. The Facility will not secure such licenses, insurance and/or permits on behalf of the show.

21. No soliciting is permitted in the Rick Case Arena or on the University property.

22. Any and all unsafe conditions or activities must be terminated immediately upon request. Arena Management will remove disruptive parties as necessary.

23. Alcoholic Beverages may not be brought into Rick Case Arena without prior written permission. The Facility may prohibit the consumption of alcoholic beverages at any time.

B.) Rules and Regulations for Concerts

1. Performance Approval. Licensor will evaluate the act or artist as to the entertainment value, revenue generation and the impact of the concert on the Rick Case Arena commitments. The Licensee's compliance with the License Agreement and the policies herein established will be a factor in the awarding of dates. Licensor retains right of refusal on musical groups and/or artists contractors. Licensee hereby releases licensor and all of its employees, agents, officers, board members, directors, successors and assigns from any and all claims it may now have or hereafter acquires resulting from or in connection with Licensor's exercise of its right of refusal provided hereunder and Licensee hereby waives all of its rights to all such claims.

2. **Contracts/Riders.** The contract between the artist/group and Licensee plus riders must be available to Licensor prior to the start of ticket sales. At the time a concert date is awarded, a Licensee Agreement will be issued and must be returned duly executed by the Licensee along with all required payments within 14 days thereafter. No changes in the License Agreement by the promoter are permitted.

3. **Substitutes** shall be allowed only by written permission by Licensor within its sole and absolute discretion. The Premises shall be used solely and exclusively for the purpose stated in the License Agreement.

4. **Performance Times.** The License Agreement shall include the time elapsed from the beginning to the end of the performance by the principal artist or group on the program to be presented on the date awarded, and Licensee shall be responsible for assuring performance for that designated period of time.

5. **Lighting.** During the performance, lighting as established by Licensor and/or the Town of Davie Fire Department shall be provided for safety, emergency and security control in the Facility.

6. **Fire Safety.** During set-up for performance, performance time & break-down of performance, fire safety measures must be adhered to as established by Licensor and/or the Town of Davie Fire Department.

7. **Illegal Substances.** Licensor may require the Licensee to place a sign at the entrance to the Center and/or the Premises advising each attendee that his or her entry into the Center and/or the Premises subjects him or her to search by law enforcement authorities for possession of alcohol, barbiturates, dangerous drugs or narcotic substances as defined by statutes of the State of Florida. Such statement shall likewise be included on and made a part of each ticket sold for the event so that each patron understands, as a condition of the contract; he or she agrees to submit to a search upon entry into the Premises and/or the Rick Case Arena.

8. **Security.** Primary consideration shall be given to daylight concerts, and security for all concerts, whether daylight or evening, shall be subject to the approval and direction of Arena Management in conjunction with Nova Southeastern University Public Safety and the Town of Davie Police. The number of security personnel required shall be determined by the Arena Management.

9. **Medical Staffing.** Licensee shall be responsible for the cost of at least one (1) ambulance and crew station at an exit of the Facility during the entire performance. EMT requirements will be determined by Arena Management.

10. **Insurance.** Proof of insurance in the amount and on the terms set forth in the License Agreement, including broad form contractual liability must be furnished for the awarded date upon

signature and return of the License Agreement. Such insurance cannot exclude riot, civil commotion or mob action. In addition thereto, the Licensee may be required to furnish a no-show insurance policy. Licensor shall not be responsible for any crimes occurring in, on or about the Rick Case Arena and/or the Premises.

11. Ticket Manifest. A copy of the ticket manifest must be furnished to Licensor at least seven (7) days prior to the date of the event and in advance of any ticket sales. The number of complimentary tickets to be distributed by Licensee is to be decided upon no later than the time of submission of the manifest. At the conclusion of the performance, a representative of Licensor will count all remaining tickets. All tickets not accounted for shall be considered sold. Final settlement shall be made at the time of the performance and payment to Licensor shall be in cash.

12. Refunds. In the event any act or acts advertised for the specific concert do not or cannot appear to perform such act or specialty, the monies held by Licensor on account of ticket sales may be used by Licensor, in its sole discretion, to refund the total amount of admission charges. Refunds shall be made following at least two (2) regularly scheduled working days after the concert date. All advertisements regarding refund procedures and expenses incurred therein shall be the responsibility of the Licensee.

13. Financial Responsibility. All License Agreements shall be personally guaranteed by a financially responsibility interested party, in addition to the entity, if it be a corporation, limited partnership, limited liability company, or other entity to whom the Premises are leased.

14. Exception. Deviation from any one or all of the foregoing policies may be obtained only by written approval of Licensor on proper application setting forth the reason for such deviation.

EXHIBIT C TO USE LICENSE AGREEMENT

**Rick Case Arena
at the Don Taft University Center**

1. Additional Reimbursable Service Expenses. At the request of Licensee, any special facilities, equipment, materials, and extra services that are furnished by NSU for the Event that have not been included in the Reimbursable Services Expenses will be billed to Licensee as per 6 (b) above.

2. Payment of License Fee.

License Fee: The License Fee set forth in Section 5(a) above of **Two Hundred Forty Eight Thousand One Hundred Fifteen Dollars and Eighty Seven Cents (\$248,115.87)**, shall be paid in the following terms. A non refundable deposit of Zero Dollars (\$ -0-) is due upon the execution of this agreement, no later than n/a. The remaining balance of the Licensee fee of **Two Hundred Forty Eight Thousand One Hundred Fifteen Dollars and Eighty Seven Cents (\$248,115.87)** plus the merchandise fees, facility fee, box office fee, credit card fees, taxes and any additional mutually agreed upon expenses are due at settlement in accordance to 6(b) above.

Checks should be made payable to NSU/Rick Case Arena and overnighted or delivered to c/o Arena Director, Rick Case Arena at the Don Taft University Center, Nova Southeastern University, 3301 College Ave., Davie, FL, 33314.

(a) Ticket Sales: See Exhibit C.

(b) Parking: Each school will be responsible for 2 parking passes per student at a fee of \$5.00 each.

(c) Merchandise Fee: N/A for this event.

(d) Broadcast Fee: N/A for this event.

(e) Cancellation Policy: Should the Event cancel for any reason prior to n/a, all deposits made by Licensee to the sum of -0- (\$ -0-) shall be forfeited to NSU. Should Event cancel after n/a the Licensee shall forfeit all deposits and be charged all expenses and vendor cancellation fees incurred by NSU.

(f) Capacity: The official capacity for this event will be 3,776 guests. 2,814 upper level fixed seats, 896 lower level fixed seats, 66 club room/VIP seats. Graduation capacity is not to exceed 740 students.

3. **License Fee Includes: (NSU to provide)**

Floor Carpeting on Main Court
North and South Bleachers Set
Stage 40'W x 28'H x 4'H
West Wall Stage Masking
Appropriate Number of Floor Chairs for ceremony
Appropriate Number of Chairs on Stage for ceremony
Two (2) sets of stairs for stage
Wheel Chair Lift for Stage, if needed
Tables as needed
2 Wooden Podiums for Stage, if needed
Audio Production to include audio support for ceremony, band and choir
Operations/Changeover Staff
Housekeeping
Event Staff – Ticket Takers, Ushers, Security, EMS

4. Licensee to Provide

Choral Risers to be delivered and setup by a school designated by School Board representative (School TBD)

Band Instruments to be delivered and setup by a school designated by School Board representative (School TBD)

Band Stands to be delivered and setup by a school designated by School Board representative (School TBD)

A written copy of their ceremony format to Arena's Operations and Event Managers as well as the Production Company two days prior to the start of their rehearsal.

Tickets for Graduations, not to exceed seating capacity (3,776)

Catering for the Club Room and Press Room must be arranged through the in-house catering company. Please Contact Chartwells at (954) 262-5302.

EXHIBIT D TO USE LICENSE AGREEMENT
Rick Case Arena
at the Don Taft University Center
TICKETING AND GENERAL BOX OFFICE PROCEDURES

The following are General Box Office Procedures for all contracted ticketed events held in the Rick Case Arena at the Don Taft University Center at Nova Southern University. The General Box Office Procedures are meant to provide general guidelines for the promoter Licensee regarding box office operations. They are meant to be all inclusive of each and every situation that can arise related to the event. The Accounting Manager will do their utmost to satisfy reasonable requests or situations that are not detailed in these general guidelines.

- Ticketmaster is the exclusive ticketing system and agent for distribution, telephone and outlet sales for the Rick Case Arena at the Don Taft University Center. After an Event is contracted and the need for box office is identified, a meeting will be scheduled with the event promoter Licensee, Accounting Manager and Director to discuss specific box office requirements and procedures.

- Tickets will not be released for sale prior to the Event contract being executed, insurance certificates submitted and the required deposit received as per the agreement.

- The box office will require at least three (3) business days (excluding Saturday, Sunday and Holidays) to prepare an event for an on sale, as long as the event will be using an existing manifest.

- Events that require a new manifest will require a minimum of five (5) business days (excluding Saturday, Sunday and Holidays) for setup.

- The promoter must approve all ticket prices and text in writing, prior to tickets being released for sale and evidence of this authorization must be sent to the box office manager.

- Each event is limited to amount of ticket types. This issue must be discussed in advance with the box office manager.

- Ticket holds (promoter holds, press, trade, groups, etc.) must be given to the box office manager in writing prior to the event going on sale.

- Ticket requests (C.O.D. or comps) must be given to the box office manager in writing. The box office will not accept any of these types of orders over the telephone for any reason.

- Complimentary tickets may not be sold at any price.

- Consignment tickets (deduct from settlement) will be pulled by the box office manager as authorized in writing by the promoter under the following circumstances: The promoter must have on file a line of credit payable to the Rick Case Arena at the Don Taft University Center for the amount of consignment tickets to be requested, or the consignment tickets must be paid for by cash, money order or cashier's check at the time of receipt. The box office staff unless prior arrangements and authorization has been made through the Accounting Manager will not accept checks. Any unused consignment tickets must be returned to the box office no later than 24 hours prior to the event or run of the event. No consignment tickets will be accepted back into inventory once the event has begun.

- For security purposes, only authorized NSU/NSU employees will be allowed in the box office. One representative from the promoter will be authorized in the box office areas where cash transactions are not taking place.

- Personnel to provide will call services will be discussed and authorized by the box office manager.

- The box office closes thirty (30) minutes after the performance or event begins.

- All cash advances requested by the promoter will require the Accounting Manager approval. The request must be made no later than seven (7) days prior to the first event.

- Complimentary Tickets – Rick Case Arena at the Don Taft University Center shall receive 50 comps for the Event and mutually agreed upon number of house tickets at a mutually agreed upon price level. Requests for excessive numbers of comp tickets by promoter must be approved by the Accounting Manager.

Please refer to Event Guide for Ticket Text set up sheet and additional guidelines.

1. Ticket text- the text alternates in type. Line 1 is in small type, Line 2 is in large type. You have the first 4 lines available to you. Line 5 will say the venue name, Line 6 will have the day, date and time of your event. Each line has a maximum of 26 characters, including spaces and punctuations.

2. Prices - Adult is regular, full price adult tickets. J-type is any discount (i.e. children, students, senior citizens). Place each price in the appropriate column. P1 is the top prices, P2 the next price and down to P6, if applicable.

3. Event description – will this event be a reserved house or general admission. If a new map must be created for your event, the time to create the map may be as long as 7 business days. After the map is created, it may take 3-5 business days (excluding weekends and holidays) to set up your event.

4. Any information you can provide us describing your event will be extremely helpful. (use extended comments lines for this information).

If you have any questions, please contact the Arena Director at (954) 262-5561.

Please fax completed form to (954) 262-3690. Include your name and contact information.