AGENDA REQUEST FORM

	THE SCHOOL BOARD OF BR	OWARD COUNTY, FLORIDA			
Meeting Date			Agenda Item Number		
6/9/14	Open Agenda	Special Order Request	FF-2		
	XYes No	Yes <u>X</u> No			
TITLE:					
Agreement betwee	n The School Board of Broward G	County, Florida and Signature Gra	nd		
REQUESTED ACTION:					
Approve the Agreement between The School Board of Broward County, Florida and Signature Grand, for use of the Signature Grand to hold the South Florida Gifted and Talented Symposium.					
SUMMARY EXPLANATION	I AND BACKGROUND:				
The School Board o	of Broward County, Florida, in co	onjunction with Broward Cultural I	Division and		
Broward Center for	r Performing Arts, will hold the S	South Florida Gifted and Talented	Symposium: Game		
		re Grand on September 18, 2014.			
This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.					
•					
SCHOOL BOARD GOALS:		•			
	Quality Instruction				
	nuous Improvement ive Communication				
Goars, Effecti	ive Communication				
FINANCIAL IMPACT:					
The rental of the Si	gnature Grand space is \$2,400.00	. The event has been planned to be	e cost neutral and it		
is estimated that all fees, including ancillary fees that do not require contracts, will be covered by					
registration fees. Therefore, this item does not require a Collaborative Form from the Capital Budget					
Department. There is no additional financial impact to the District.					
EXHIBITS: (List)					
Executive Summary					
Signature Grand Corporate & Organization Reservation Agreement					
BOARD ACTION:		SOURCE OF ADDITIONAL INFORMATION:			
(i) the two or		Jose L. Dotres	754-321-2618		
APP	ROVED	Guy Barmoha Jacalyn Schulman	754-321-2119 754-321-2119		
(Marchael marks		jacaiyii Schuman	734-321-2117		
(For Official School Board Records' Office Only) Name Phone					
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA					
Jose L. Dotres, Chief Academic Officer & Comments of the Comme					
Approved in Open Board Meeting on: SUN 09 2014					

ву:

Form #4189 Revised 12/12 RWR/JLD/JG/GB/JG/vp

School Board Chair

EXECUTIVE SUMMARY

Below is an executive summary of the Agreement between The School Board of Broward County, Florida and Signature Grand.

Program

Agreement with Signature Grand

Status

Request approval of the agreement with Signature Grand.

Funds Requested

\$2,400.00

Financial Impact Statement The financial impact to the District is \$2,400. The event has been planned to be cost neutral and it is estimated that all fees, including ancillary fees that do not require contracts, will be covered by registration fees. Therefore, this item does not require a Collaborative Form from the Capital Budget Department. There is no additional financial impact to the District.

Managing
Department/School

College & Career Readiness

Project Description

The School Board of Broward County, Florida is hosting the South Florida Gifted & Talented Symposium: *Game On! Engaging in Interactive Learning*. The event provides a learning forum for educational and parenting aspects unique to gifted and talented learners. The Symposium brings together thousands of educators, parents, community leaders, and businesses to examine strategies and practices critical to teaching of gifted and high-achieving learners and positive parenting. Experts from across the country and South Florida will comprise the program, including several nationally renowned educators and teaching artists.

The Symposium will be held on September 18, 2014, from 7:00 a.m. to 3:30 p.m., at the Signature Grand. The Signature Grand will also be used for load-in purposes from 3:00 p.m. to 7:00 p.m. on September 17, 2014



6900 State Road 84 Davie FL 33317 ~ Phone: 954-424-4000 ~ Fax: 954-423-2400

REVISED 4-24-2014

SIGNATURE GRAND CORPORATE & ORGANIZATION RESERVATION AGREEMENT

This Agreement Is Entered into Between Signature Grand, as "Caterer" And the Person or Organization Referred to as "Client" for Services Provided at 6900 State Road 84, Davie Florida upon the Following Terms and Conditions;

FUNCTION DATE(S):	Thursday, September 18, 2014		
CONTACT:	Jacalyn Schulman	POST AS:	The School Board of Broward County, Florida
CLIENT/ORGANIZATION:	The School Board of Broward County, Florida	PHONE:	754-321-2119
	600 SE 3rd Avenue, 12th Floor	FAX:	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
	Fort Lauderdale, FL 33301	EMAIL:	jacalyn.schulman@browardschools.com

Event Type MIN GTD MAX GTD Start Time End Time Room Room Pours						
Meeting	1200	1200	8:00 AM	4:00 PM	All Space	\$ 2,400.00
Lunch	1200	1200	12:00 PM	1:00 PM	Grand Ballroom 19,840 Sq. Ft.	V == 100,00

Caterer is prepared to receive Client's guests at times listed above. Client agrees to begin promptly at the agreed time and have guests vacate space at the closing hour indicated. Client agrees the invitation time shall match this contract's starting time.

21% Service Charge, 1.5% Energy Cost Adjustment and 6% sales tax will be added to all bills.

ITEMS INCLUDED

Served Lunch to include: Salad * Main Course of Chicken Accompanied by Rice or Potatoes and Sauteed Green Beans * Rolls and Butter * Dessert * Freshly Brewed Coffee, Decaffeinated Coffee and Hot Tea

Signature Grand to Provide (100) Lunches Complimentary

Staff Continental Breakfast: Orange and Cranberry Juices * Assorted Muffins, Danishes and Croissants * Freshly Brewed Coffee, Decaffeinated Coffee and Hot Tea

Coffee Break in Courtyard: (40) Gallons of Coffee @ \$55.00++ Per Gallon

ADDITIONAL ITEMS

Lily Franco-Garcia

Senior Event Producer

Registration Tables with T1 Line for Internet Access

General Session/ Lunch Room: 72" Rounds of 10 * Podium and Microphone on Stage * T1 Line for Internet Access * Audio Visual as Contracted by Client with Vendor

Breakout Rooms: Theatre Style for 125 each * Water Station * Hard Line for Internet Access * All audio visual provided by Audio Visual Vendor * Chair Rental at Prices Listed Below

Vendor Set-up (Courtyard and Hallways): 6' Tables Draped in Black with (2) Chairs each (\$15.00++ per table WAIVED)

Potential Computer Room (Suite): (25) Computers with Internet Access - IT Vendor Set up cost at \$1500,00-\$2500.00

Parking: Client acknowledges, accepts and agrees that offsite parking may be required for some of the vehicles at this event. Offsite overflow parking for 500 cars has been arranged and confirmed by the Signature Grand at the Bergeron Rodeo Grounds, 4271 Davie Road, Davie FL 33314; at no cost to client. Signature Grand will arrange for 2 shuttle buses with a capacity of 40 passengers each to transport guests between Signature Grand and Bergeron Rodeo Grounds from 7AM – 4PM at a cost to the client of \$1,500.00 inclusive.

COST

Adult Package Price Per Person @ \$20.00 Per Person ++
Continental Breakfast Price Per Person @ \$12.00 Per Person ++ (Based on 100 Guests)
Freshly Brewed Coffee, Decaffeinated Coffee and Hot Tea @ \$55.00++ Per Gallon
Chair Rental @ \$2.00++ Each (1200 Chairs)
Group is Tax Exempt

Group is Tax Exe	mpt
OVERTIME OPTION: This Event May Run Overtime May Not Run Ove If approved for overtime, overtime will be billed at: \$ XXX PER PERSON PER 1/2 HOUR	ortime CATERER: LFG CLIENT:
If both Client and Caterer initial approved overtime option, then Client agrees that overtime on the final guarantee and be billed at the above rate plus sales tax and 21% service charg proceed with overtime until it has been paid in full.	charges may be billed to Client's credit card. Overtime charges will be based c. Overtime will be billed in 1/2 hour increments. Caterer is not obliged to
CONTRACT NUMBER: 14-1222	Date:

The School Board of Broward County, Florida

- 17. SPACE ASSIGNMENTS. For purposes of the space guarantee in this Agreement, all Atriums and Ballroom Salons shown to You are identical and are shown only as a sample of the size and decor of the space. This Agreement does not guarantee use of a specific space or room or any space shown to You as a sample. We will provide Atrium(s) and Salons(s) We deem necessary and reserve the right, based on Our sole judgment, to add or delete space from Your event. Should We remove space, Our only obligation shall be a refund of room rent (if any was paid for separately) for the space removed.

 18. ADVERTISING. We are not a sponsor or co-sponsor of Your event. Our name may be used for invitations only. Any other uses of Our name are strictly prohibited and will constitute a breach.
- 19. SUITES. If available, I suite or sitting room may be used I hour prior to your event and 1/2 hour after. Provision of a suite or sitting room is a courtesy and not a part of any rental agreement. We assume no liability for time errors, use
- of the rooms, or responsibility for any articles left behind in any suite at any time prior to, during, or after Your event.

 20. SECURITY. Private security is not permitted without Our prior written permission. We may, at Our sole option and without notice to You, or approval by You hire off duty police officers or security personnel and charge the cost to
- 20. SECORITY invare security is not permitted without Our prior written permission. We may, at Our sole option and without notice to You, or approval by You nire off duty police officers or security personnel and charge the cost to You, if We deem such measures necessary. No firearms are permitted on the premises.

 21. ARTICLES BROUGHT ON PREMISES. You agree that We cannot be responsible for the loss of any cash, money, gifts, personal property or any other item(s) brought to the facility, parking area, guest suites or anywhere in the facility by You, Your guests or Your vendor(s), unless We specifically accept responsibility for said item(s) and You ask for and receive a receipt detailing the items. Because of limited storage and other events occurring immediately after Your event. You agree to promptly remove or have removed, all items belonging to You, Your guests and Your vendor(s) immediately after Your event. You hereby agree to hold Us harmless for any loss, damage or expense of any nature working the responsibility for said items belonging to You, Your guests and Your vendor(s) immediately after Your event. You hereby agree to hold Us harmless for any loss, damage or expense of any nature resulting from the moving or loss of any items not promptly removed as agreed.

 22. DECORATIONS & DISPLAYS. You and/or Your guests shall not remove or damage any equipment, decorations or any other items lent or rented to You. You agree to promptly pay Us the cost to replace any item removed or
- damaged. If We arrange for decorations of any type for You, and You are dissatisfied for any reason, Our liability will be limited to the purchase price. You or Your vendors may not use any smoke machines, bubble machines, fireworks or have any open flames with the exception of candles on guest tables with out first obtaining Our approval since some of these devices will set off the fire alarm system.
- 23. VENDOR RECOMMENDATIONS AND PACKAGES. You agree that We cannot be responsible for any refund of any money in the event that You are dissatisfied with any product and/or service provided by any vendor recommended to You by Us. In the event of any dispute, We shall use our best efforts to assist You, but can only be responsible to refund the amount paid for any vendor(s) service arranged on Your behalf.
- 24. SOVEREIGN IMMUNITY If You are protected by Sovereign Immunity those portions of this Agreement relating to liability for personal injury shall be superceded by those provisions.
- SPECIAL CONDITIONS RELATING TO WEDDINGS.

 25. RICE, BIRDSEED & CONFETTI, You agree not to permit rice, birdseed, confetti or other items to be thrown or scattered anywhere at the facility. If You permit any of the above unauthorized activities, You shall indemnify and hold Us harmless from any liability, claim, or expense arising from such activity and shall pay Us a clean up fee of \$150.
- 26. CHAPEL OVERTIME. You agree to only use the space provide as a chapel during specific times agreed to and to promptly vacate the space designated as a chapel at the time specified. Should You be unable to meet Your schedule, We will try to accommodate You, although We have no obligation to provide extra time. Should We extend the time, We may charge you up to \$250 per ½ hour. In case of a delay not caused by Us, We may cancel use of the space to allow other scheduled events to take place before you, if available.
- 27, REHEARSALS You may have a rehearsal, if arranged in advance, provided no other events(s) are taking place at the proposed rehearsal time. Rehearsals require the payment of a service charge as specified. If an event is booked on the day of your rehearsal after Your rehearsal has been scheduled, although We will make every reasonable effort to accommodate You, We reserve the right to cancel the rehearsal and/or to change rehearsal dates, times, and/or locations. 28. MISCELLANEOUS & OTHER REPRESENTATIONS. You agree that no representations or warranties have been made, other than those set fouth in this Agreement and that We did not deny You the opportunity to read the entire Agreement and understand Your obligations as set forth in the Agreement, You freely and voluntarily signed this Agreement intending to be bound by its provisions. You agree and understand that this Agreement constitutes the entire Agreement between You and Us and supersedes any prior understanding or agreement between You and Us concerning any subjects covered in this Agreement if any. If any part of this Agreement is declared invalid, all other parts of the Agreement shall remain in effect.



6900 State Road 84 Davie FL 33317 ~ Phone: 954-424-4000 ~ Fax: 954-423-2400

SPECIAL EVENT INSURANCE: Private Event Insurance information is available at www.wedsafe.com. Both companies offer various levels of coverage for cost of cancellation, postponement, additional expenses, photography, video, gifts, rented property, special attire, jewelry, personal liability and medical payments. We strongly recommend that you consider purchasing this coverage, CLIENT:

- 1. Client agrees to pay all charges, and any additional items or services specified herein or on the back of this page or attached to and/or made a part of this agreement.
- 2. Taxes are not included in the price quoted and will be added to the final bill. Clients requesting a State Sales Tax exemption must provide a valid signed sales tax exemption card 5 business days before the function date.
- 3. All Atriums and/or Ballrooms are shown to Client as a sample of the size and décor of the space and do not guarantee that Client will be assigned the space shown as a sample.
- 4. Client agrees to hire licensed, insured vendors naming Signature Grand as an additional insured, pursuant to paragraph #13 on the reverse of this agreement.
- 5. CLIENT AGREES TO PAY FOR THE MINIMUM NUMBER OF GUESTS GUARANTEED ABOVE WITHOUT EXCEPTION and to advise caterer of the exact number of persons attending at least four (4) business days prior to the function date. Should the exact number exceed the original minimum number guaranteed, and then this new number shall be the final number guaranteed. In all cases, the amount of seats requested on clients seating chart shall be the final guarantee, but in no case less than the minimum guaranteed above. Caterer is not obligated to provide space, services or products for more than the final guarantee.
- 6. CLIENT AGREES TO PAY ALL AMOUNTS DUE INCLUDING ADDITIONAL PAYMENTS ON OR BEFORE THE DATES LISTED, AND TO MAKE THE FINAL PAYMENT DUE BY CERTIFIED OR CASHIER'S CHECK OR CREDIT CARD ON THE DATE SPECIFIED BELOW OR AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE FUNCTION DATE, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE AT THE TIME OF SIGNING. PERSONAL CHECKS ARE ACCEPTED NO LESS THAN TEN (10) BUSINESS DAYS IN ADVANCE OF THE FUNCTION DATE.
- 7. Client agrees that cancellation of this agreement; failure to timely make agreed upon payments or the final payment is a breach of this agreement, at the sole discretion of Caterer, may be cancelled. If canceled due to a breach by the Client, Caterer shall not to be obligated to perform, and Caterer will have no liability for failure to perform. CLIENT AGREES THAT IN THE EVENT OF A BREACH OR CANCELLATION, CLIENTS PAYMENTS ARE NOT REFUNDABLE AND WILL APPLY TOWARDS LIQUIDATED DAMAGES AS SPECIFIED IN PARAGRAPH # 2 ON THE REVERSE SIDE OF THIS AGREEMENT.
- 8.CLIENT ACKNOWLEDGES THAT CLIENT HAS HAD THE OPPORTUNITY TO READ THIS AGREEMENT, HAS READ IT TO CLIENTS SATISFACTION, HAS HAD AN OPPORTUNITY TO ASK ANY QUESTIONS, AND TO CONSULT AN ATTORNEY, IF DESIRED, BEFORE SIGNING IT AND, AGREES TO BE BOUND BY IT AND ANY ADDENDA. LARGE TYPE COPIES OF THE BACK OF THIS AGREEMENT ARE AVAILABLE IF REQUESTED.

Please Submit Signed Contract along with Deposit by Thursday, May 15, 2014 to Reserve the Date. If any alterations to the contract are made by the client after it is signed by an authorized Signature Grand representative, the contract will become null and void and a revised contract will be issued with agreed upon changes.

DEPOSIT SCHEDULE:

JBHCMBEHe	Amo	ijej∈B)e(e	Received Date Received By Amount Received Payment Type
5/15/2014	\$.00	

UNLESS CREDIT WAS APPROVED IN ADVANCE, THE FINAL PAYMENT BASED ON THE FINAL GUARANTEE IS DUE 4 BUSINESS DAYS BEFORE THE FUNCTION ON OR BEFORE September 30, 2014; BY TYPE OF PAYMENT: Organization Check

CONTRACT NUMBER: 14-1222	Date:
Lily Franco-Garcia Senior Event Producer	The School Board of Broward County, Florida

SIGNATURE GRAND CATERING AGREEMENT

You acknowledge that you have had the opportunity to read this agreement, have read it to Your satisfaction, have had an opportunity to ask any questions, and to consult an attorney, if desired, before signing it and, agree to be bound by a it and any addenda,

DEFINITIONS: Throughout this agreement, Caterer shall be referred to as "We", "Us", or "Our", and Client shall be referred to as "You" or "Your." The "Entire Facility" is defined as all of the 8, 1/2 Atriums and the 5 Individual Salons comprising Our Balfroom. Withinium Agreement Value, will be calculated by multiplying the minimum number of adult guests guaranteed, by the total charges per person, plus any room rentals and/or decorations, but excluding sales tax, surcharges, rehearsal charges and vendor meals. "Final Guarantee" shall be defined as the greater of: (a) The minimum number of guests guaranteed on the face of this agreement, (b) The actual number of guests requiring settings by Us as requested either verbally or in writing prior to the commencement of the function; or (c) The actual number of guests served including adults and children, pursuant to the criteria set forth above. Should a dispute as to the

actual number of guests served arise. We shall be the sole judge of the number served pursuant to the criteria set forth above.

1. BREACH AND/OR CANCELLATION. All the terms and conditions are material and any breach by You will constitute a default. We have the right, if You default, to cancel this Agreement without further notice and without liability to Us.

Upon signing this agreement, We exclusively reserve space/services for You which We will not release for sale to any other customer. Since we do not keep records of other Customers inquiring about space/services that are not available having been previously reserved, We have no record of the other Customers that may have sought to reserve Our space/services. Sometimes, we are prevented from booking another Customer requiring the Entire Facility because a Client has reserved as little as ½ of an Atrium. You, therefore acknowledge that breaching this Agreement will cause Us monetary damages, not only from the loss of income You agreed to pay Us, but the income We may have earned from other Customers that may have been prevented from booking because of Your reservation.

Because the amount of tosses are incapable of precise determination, You agree that We shall be entitled to receive fiquidated damages in the amounts set forth in this Agreement should You default under your obligations causing this Agreement to be canceled or, if You cancel this Agreement. You further agree that any moneys retained and/or sought by Us as a result of a breach or cancellation are in fact liquidated damages and not a penalty.

You agree to pay any liquidated damages owed, as defined in paragraph #2, within five (5) working days following written notice to You, sent either by facsimite, or certified mail or by email notices.

This agreement may only be canceled in writing, by You sending Us a written notice via receipt confirmed facsimile or certified mail to: Signature Grand, 6900 State Road, 84, Davie, FL 33317. The cancellation date will be the date such notice is actually received by Us.

In the event that Your event is canceled, We will release the space and attempt to reself the space You reserved. If the Entire Facility is sold out, We will refund Your payments less an \$850 cancellation fee charged for each ½ Atrium or Salon reserved for You and, will make a refund, if any, within ten (10) days after the date of Your scheduled function. However, Your space will only be considered sold out if the Entire Pacifity is sold out on the date of Your canceled function during the same time period as Your original function was booked for an amount of guests per salon or atrium and at a price within a range of 10% of the Minimum Value of Your event.

Regardless of the terms in paragraph #1 and #2; 1) If You fail to respond to a notice of breach and/or cancellation sent to You, or, You fail to pay any additional liquidated damages due within ten (10) business days of receipt of such notice, then, We, at Our sole option, may elect to retain any payments already collected as full and final settlement; and You agree to waive any right to any refund You may have had should the Entire Pacility on the date of the canceled function be resold. 2) Should We resort to legal proceedings to enforce Our right to collect liquidated damages, and We hire legal counsel and/or a collection agent to do so, then, You shall forfeit any rights You may have had should be Entire Pacility on the date of your function, and Your rights to any refund shall be abrogated. We urge You to investigate and consider purchasing party cancellation insurance that, depending upon the terms of Your policy, may pay, in part or in whole, any liquidated damages that may be due to Us in the event You breach or cancel this Agreement.

- 2. LIQUIDATED BAMAGES. Because it is impossible to determine now, the amounts of money We will lose upon Your cancellation of an event, and the real possibility that We will not be able to resell the space You reserved, 2. LIQUIDATED DAMAGES. Because it is impossible to determine now, the amounts of money We will lose upon Your cancellation of an event, and the real possibility that We will not be able to reself the space You reserved, especially without adequate advance notice of Your cancellation, (which is particularly complicated by shorter time periods within which We can sell an event) You agree that, upon a breach or cancellation of this Agreement by You, We both agree now that liquidated damages shall be recoverable and shall be determined and payable as follows: If You cancel Your event within five (5) days of signing the Agreement, Your payments shall be refunded. After five (5) days from signing the Agreement, You agree to pay Us liquidated damages based upon the following schedule: a) If canceled more than five (5) days after signing the Agreement, and more than one hundred fifly (150) days or less remaining from the event, 55% of the Minimum Agreement Value. b) If canceled when there are ninety (90) days or less remaining from the event, 55% of the Minimum Agreement Value. c) If canceled when there are thirty (30) days or less remaining from the event, 75% of the Minimum Agreement Value. b) If canceled when there are thirty (30) days or less remaining from the event, 75% of the Minimum Agreement Value. C) If canceled within twenty-four (24) hours of the function, 100% of the Minimum Agreement Value. Retention of any payments previously paid shall not relieve You of any additional liability expressly provided for in this Agreement.
- 3. IEES. You agree to pay all attorneys' fees and/or costs incurred by Us (No matter if those fees and/or costs are incurred before or after a fawsuit is filed or those fees and/or costs are in connection with any appellate preceding) if We choose to enforce any term or condition in this Agreement. You also agree to pay at least \$100.00 for each check returned to Us for non-payment in addition to any other rights or remedies We may have regarding returned checks. You further agree to waive any right you may have to a jury trial on issues triable by jury.
- 4. ACTS OF GOD. Should the space/services provided for in this Agreement be unusable, due to an act of God, an on or offsite power failure which affects Our facilities, there is destruction of or damage to the facilities, or because of any extraordinary circumstance beyond Our control; then, in Our sole judgment, this Agreement shall be canceled, and both You and We shall be relieved of all obligations thereunder and We shall return all payments. If hurricane warnings are posted twenty-four (24) hours prior to the event date, the event shall automatically be postponed and We will reschedule the event upon the same terms and conditions on the next available date agreeable to You without additional cost to You. Should You not desire to reschedule the event, then this Agreement shall be canceled and We shall be entitled to liquidated damages equal to 25% of the Minimum Agreement Value.

 5. BINDING AUTHORITY. The person(s) signing this Agreement represents that he or she has full authority to sign this Agreement on behalf of the entity for which he or she has signed, and that the entity is bound by said signature.
- Thus, in the event that the entity cancels or breaches any of the Agreement terms, and/or takes the position that the person signing this Agreement was not authorized to do so, then the person that signed the Agreement will also be Finds, in the event has the entiry Canada or received and any state of the payment of all sums due.

 6. AGREEMENT MODIFICATION. This Agreement contains the full understanding between You and Us. And, neither You nor We have made any representations other than those in writing contained in this Agreement. No changes
- are valid, unless in writing and signed by both You and Us. The written list of products and services set forth in this Agreement and any written additions thereto constitute Our total responsibility.
- 7. ADDITIONAL RIGHTS. We may cancel this Agreement, without liability, by returning any partial payments at any time prior to the receipt of a minimum payment of 25% of the Minimum Event Value. We may, at Our sole discretion, accept less than a minimum payment of 25% of the Minimum Event Value. However, such an acceptance is not a waiver and does not relieve You of Your obligations under the Agreement. If specific dates for additional payments are not listed on the face of this Agreement, or if You fail to timely make agreed payments, We may, at Our sole option, require additional payments, or full payment at any time prior to the scheduled event date(s). Your failure to timely pay any amounts due constitutes a default and this Agreement can be canceled without notice to You, or liability to Us. In case of cancellation based on this paragraph, You will remain responsible for any liquidated damages that may be due as defined in paragraph #2,
- 8. EVENT CONDUCT. You agree to conduct Your function in an orderly manner, not to create a nuisance to Us or to other Customers at the facility, and not to act nor permit Your guests to act in a disruptive manner, and to fully comply with all of Our instructions governing the conduct of Your event, as well as with all applicable laws and regulations of Broward County and/or the State of Florida. We will be the sole judge of orderly and acceptable conduct of You and Your guests. We reserve the right to refuse service, exclude or remove from the premises or from any event, any individual who, in Our sole discretion, violates the conduct requirement as set forth above. Any such removal shall be without liability to Us. You agree not to pennit children to leave the immediate area where Your function is taking place without adult supervision.
- 9. SOUND. We shall have the right to control the volume of the sound systems and to direct the conduct of music vendors hired by You, if necessary, to reduce or eliminate any noise or inconvenience to others. You agree that the volume of sound shall not exceed a decibel level as measured at a mid-point in the event area by a sound level meter of 85 dBA.
- 10. OUTSIDE FOOD & BEVERAGE. You agree not to bring, nor permit to be brought, any food or beverage to the facility without Our written consent. Should We consent to Your bringing food or beverage to the facility, then You agree to pay any service fees and. You will warrant that said food or beverage is whotesome, fit for consumption, and meets all health requirements as set forth by the appropriate governmental bodies. You further agree to indemnify and hold Us harmless for any liability, claim, or damage or expense arising as a result of Your food and/or beverage items. All food and beverages purchased by You are for consumption at the facility and none may be removed from the facility
- 11. DISPUTES & SUBSTITUTIONS. On rare occasions, we may make menu substitutions for items which due to weather, transportation problems or shortage of supply may not be reasonably or readily obtainable in the open market, or if the wholesale price of any item has increased over fifteen percent (15%) since the Agreement date. Should this condition occur, We will make a reasonable effort to contact You and offer you alternate choices, but, if necessary, We may due so without notice. In the event We make a substitution, We will select items that are reasonably similar to or better than the original item. If We do not provide a product or service specified in Our Agreement, or You and We agree that a product or service was unsatisfactory, then, We shall only be liable to refund the retail list price of the item or service as stated in the menu planner used for this event.

Our acceptance of any payments by credit card include the understanding and agreement between You and Us that in exchange for accepting a credit card payment, You agree not to dispute any charge for any reason and You further agree that the only method of conflict resolution, disputes or requests for refunds will be by those set forth in this Agreement. You also agree that any dispute requiring a subjective judgment, that has an intangible value not covered in Our price lists shall be determined at Our sole discretion.

- 12. DECORATIONS & DISPLAYS. You agree to allow such items, You agree to comply with all fire, safety laws and regulations, and to promptly remove any items at the conclusion of the event. For liability reasons, We cannot and will not lend ladders or lifts to You or to Your vendor(s). If ladders or lifts are required to install approved decorations, those ladders and/or tifts are the sole responsibility of You and/or Your vendor(s). Through this Agreement, You hereby indemnify and hold Us harmless for any liability, claim, or expense arising from activity undertaken by You and/or Your vendor(s) relating to any of the matters set forth in this paragraph.
- 13. VENDORS. Because of the inherent liability created by inviting vendors to perform services at Our facility, You will agree to only hire vendors, including but not limited to florists, musicians, and photographers who meet all state and/or local licensure requirements and carry worker's compensation and public general liability insurance of not less than \$250,000.

You agree to notify all of Your vendors of this requirement and have them name Signature Grand, named as an additional insured under their insurance policies and to provide evidence of insurance coverage to Us at least ten (10) working days prior to Your event. We, at Our sole option may waive this requirement. Evidence of this waiver must be in writing and signed by Us. Should You request a waiver and We provide one, or Your vendor fails to provide evidence of insurance, then; (a) You agree to personally assume all responsibility for vendor(s) actions; (b) You personally assume any and all responsibility and liability for any costs, damages, lawsuits, and/or claims asserted and/or filed against Us (and/or any representatives of Ours or Our guests, employees, agents, representatives, property or any of the above mentioned) by vendor(s) hired by You or by any others who may have been injured by vendor, vendors agents, employees, representatives, props or equipment; (c) You expressly agree to indemnify and hold Us harmless and Our insurance company from any liability, claim, damage, or expense, including reasonable attorney's fees and costs, arising out of, or from, any intentional, improper, reckless, wrongful, negligent or harmful act, error, omission, or other activity whatsoever of any vendor(s) providing services for You at Our facility.

To ensure a smooth load-in and load-out of equipment, You agree to notify Your vendor(s) to contact Us regarding restrictions on times, places and methods of delivery, setup and removal of props, supplies, trash removal, and the

consequences of Your vendor(s) causing damage to the Our facility and/or equipment. Wour vendor(s) refuse to reasonably cooperate, then We may bar Your vendor(s) or one of the facility.

14. DAMAGES TO PREMISES. You agree to accept reasonable responsibility and to indemnify Us for any damages, then, vandalism or losses caused by You. Your guests, Your agents, and/or Your vendors, to the spaces used for your event or to any other part of the facility. You further agree to pay any costs of litigation, including but not limited to reasonable attorney's fees incurred as a result of damages, which were Your responsibility. You agree that prima facile evidence of Your responsibility is the existence of any loss or damage in any area recently and last occupied by You, Your guests or Your agents, reasonable wear and tear excepted. We reserve the right at any time prior to Your event to require a \$1,500 security deposit from You or Your vendor(s), if we have reason to believe by Your actions or those of Your vendor(s) that Our polices are not or will not reasonably be followed. This deposit will be promptly refunded if no damages have been sustained.

15. OVERTIME. If We agree in advance, You may extend Your event time beyond the Agreement ending time. If Your function exceeds the agreed upon ending time, You agree to pay Us the hourly overtime charges specified on the face of this agreement. We are not required to extend the event times beyond that which is stated in Our Agreement without being paid in advance. Overtime charges will be calculated as follows: final amount of guests guaranteed multiplied by the charge per person plus sales tax multiplied by the number of hours past the Agreement ending time.

16. ALCOHOLIC BEVERAGES. We as a Responsible Vendor will use Our efforts not to serve alcoholic beverages to any minor or to any intoxicated person. You agree to abide by Florida liquor laws, and specifically, not to permit The Accordance Several Construction of the several constru by Our insurer in defending actions filed against Us. Without limiting Your responsibilities as set forth above, We retain the right to refuse service of alcoholic beverages to any person, which the service of, in Our sole opinion would be illegal or imprudent. We reserve the right to require proof of age, close the bar, and/or take any other action We deem necessary and prudent in order to control or limit the serving of alcoholic beverages. We will stop serving alcoholic beverages as required by the time restrictions specified by Our liquor license regardless of any time agreed to herein.

FOR Signature Grand:

(Corporate Seal)

SIGNATURE GRAND DAVIE, FLORIDA

Sixto Selan

General Manager

Date:

Acknowledged By:

Lily Franco-Garcia
Senior Event Producer

Date:

5/4/,

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

(Corporate Seal)	THE SCHOOL BOARD OF
	BROWARD COUNTY, FLORIDA
ATTEST:	By: Patricia Good, Chair
Hobert W. Runcie	Date: 66/09/14
Superintendent of Schools	APPROVED AS TO FORM:
Date: 06/09/14	Office of the General Counsel Date: 05/01/4
	•