

## LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement"), is made as of \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Fort Lauderdale, a municipal corporation of the State of Florida ("Licensor" or "City"), having its principal place of business at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 and Slinkydog, LLC, a New York limited liability company, authorized to conduct business in the State of Florida, ("Licensee"), having its principal place of business at 43-01 21<sup>st</sup> Street, Suite 123, Long Island City, New York 11101.

### **RECITALS**

**WHEREAS**, Licensee operated a Pixar Putt Putt miniature golf course as a Special Event in the Las Olas Oceanside Park, in the City of Fort Lauderdale in 2023 that was well received by participants; and

**WHEREAS**, Licensee desires to return to the City of Fort Lauderdale to operate and manage a miniature golf course at the Las Olas Parking Garage located at 200 E. Las Olas Circle, Fort Lauderdale, Broward County, Florida; and

**WHEREAS**, the City owns and operates a public parking garage located at 200 E. Las Olas Circle, which consists of a rooftop amenity deck ("Premises").

**WHEREAS**, the City is willing to enter into an License Agreement to grant Slinkydog, LLC a temporary license to use the rooftop amenity deck to operate and manage a miniature golf course as a pilot program, subject to the terms and conditions stated herein; and

**WHEREAS**, Slinkydog, LLC agrees to pay City a licensee fee for use of the Premises to operate and manage a miniature golf course for public recreational activities within the City of Fort Lauderdale.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **1. RECITALS**

The foregoing recitals are true and correct and incorporated herein by this reference.

#### **2. LICENSE**

Licensor hereby grants Licensee the right, license, and privilege to occupy and use the Premises, as depicted in Exhibit "A", attached hereto and incorporated herein, for the purpose of operating and managing a miniature golf course for public recreational activities, except that Licensor and the general public shall be permitted to use of the elevators and stairways to enter and exit the Premises.

### **3. NO POSSESSORY RIGHTS**

Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that no provision of the Agreement shall in any way be construed as creating: (i) any property rights of any kind for Licensee in the Premises; or (ii) any landlord-tenant relationship or leasehold interest of any kind or any possessory rights for Licensee with respect to the Premises. Licensee specifically acknowledges and agrees that the Agreement grants Licensee only a license to use the Premises and Licensee waives any and all claims to a possessory interest in the Premises.

### **4. CONDITION OF PREMISES, ALTERATIONS AND MAINTENANCE**

Except as authorized herein, Licensee shall have no right whatsoever to make any alterations, additions or improvements to all or any portion of the Premises or underlying real estate without Licensor's prior written approval, in its sole discretion. Licensee shall maintain the Premises in good and clean condition, and Licensee shall promptly remove all waste from the Premises that was placed or brought to the Premises by Licensee, its employees, agents, or invitees (collectively, the "Licensee Parties"). Licensee specifically agrees to remove, at its sole cost and expense, any toxic, hazardous or petroleum products that may be discharged or deposited onto the Premises or underlying real estate in connection with Licensee's activities hereunder.

Licensor is responsible for the structural integrity of the Las Olas Parking Garage. Licensor makes no representation or warranties that the Premises or underlying real estate is zoned for the proposed use, or is fit for a particular purpose. Licensee has performed the necessary inspections of the Premises and has determined whether it is suitable for the purposes intended. Further, Licensee accepts the Premises "as-is" "where-is" and "with all faults."

### **5. TERM**

Licensee shall have use of the Premises commencing October 8, 2023, up through and including March 30, 2024. The parties may extend the Agreement up to five (5) business days in order that Licensee may breakdown and remove all equipment from the Premises, with the written consent of the City Manager of the City of Fort Lauderdale.

### **6. USE OF PREMISE**

The Licensee may utilize the premise to operate and maintain a miniature golf course including non-alcoholic beverages. The Premise shall include no less than 700 square feet of storage space, five (5) reserved parking spaces, power connections for up to a 100 amp service, and no less than 2,000 square feet for a staging area during load-in and load-out periods as defined in Exhibit "B", attached hereto and incorporated herein. The Licensee may utilize the existing on-site dumpster, provided there is adequate capacity. If the Licensee's waste removal needs exceed existing services, the Licensor may increase capacity and the Licensee shall pay for the increased cost of service, which will be added to their monthly invoice.

- A. Licensors Obligations: Licensor shall provide Licensee with access to the Premises, which includes the use of the restroom facilities on the amenity deck. Licensor should keep the restrooms in good working conditions. Licensor will provide services consistent with municipal parking garage operations such as lighting, elevators, and general staffing services.
- B. Licensee Obligations: Licensee shall be responsible for the miniature golf in a safe manner. Licensee has the right to charge users, at their discretion, for use to play miniature golf. Licensee shall provide adequate and reasonable accommodations for their guests, including, but not limited to, ingress and egress plans, security, staffing, lighting, pedestrian paths, waste removal, and custodial services to ensure public health and well-being. Licensee shall be responsible for keeping the Property free of rubbish and other hazards, and for maintaining the Premise in a neat and clean condition at all times during use, at its own expense. Licensee understands and agrees that Licensor makes no representations as to suitability of the area for Licensee's use, safety or security of persons or of the vehicles on the Premise. Safety and security are the sole responsibility of the Licensee; as such security may involve protection from criminal acts, damage by the elements, fire, acts of God and any other cause. Licensee is solely responsible for their operation, including but not limited to, management, asset maintenance, installation and breakdown, staffing, ticketing, and marketing services.

## **7. OPERATING RESTRICTIONS**

The parking garage located at 200 E. Las Olas Circle is in close proximity to residential properties. Licensee shall provide best efforts to mitigate any negative impacts to the surrounding area and shall comply with the following operating restrictions:

**Operating Hours:** The Licensee, may establish operating hours for miniature golf between the hours of 9:00am – 10:00pm, seven days per week, at Licensee's discretion. The Licensor may, at its sole discretion, grant the Licensee amended or additional operating hours outside the scope of this Agreement. The Licensor must make such request in writing at least three (3) calendar days in advance of its need for amended or additional operating hours, which shall include the reason and proposed operating plan for the request. Such written request shall be submitted to the Director of Transportation and Mobility for consideration. The Licensor is not obligated to approve such requests.

**Sound and Noise Considerations:** The Licensee shall comply with all applicable City noise ordinances. Licensor and Licensee will work together in good faith to resolve any reasonable sound or noise complaints that are brought forward by nearby residential properties.

**Lighting:** The Licensee shall obtain written permission, by the Licensor, to utilize uplighting on the Premise, and such approval, if granted, is subject to the Licensor's discretion. The Licensor may revoke any lighting approval, at any time for any reason.

## **8. TERMINATION**

This Agreement may be terminated for convenience by either party after at least ninety (90) days written notice is sent to the other party and the notice must contain the date that the termination is effective. In the case that Licensee does not submit timely payment according to this Agreement, Licensor may terminate the Agreement pursuant to Paragraph 11., Default and Remedies herein. The Licensor's right to pursue any and all monies due and owed to the Licensor survives the termination or expiration of this Agreement. In the event that emergency conditions arise within the City that present an imminent threat to the health, safety or welfare of persons or property, the City Manager, in his sole discretion, may temporarily or permanently suspend this Agreement. In such circumstance, notice shall be provided to the Licensee in accordance with the Notice section, in this Agreement.

## **9. SURRENDER OF PREMISE**

Upon termination or expiration of this Agreement, Licensee's personal property, removable fixtures, equipment and alterations from the Premises shall be removed from the site and Licensee shall surrender the Premises to the Licensor with the site in the same condition the Premises were in as of the date of occupancy by the Licensee, reasonable wear and tear excepted.

## **10. LICENSE FEE**

Licensee shall pay City a gross license fee of Eighty Thousand and No/100 Dollars, (\$80,000.00) for the license use period. The license fee is payable monthly and in compliance with the fee schedule attached and incorporated herein as Exhibit "C". All license fee payments are made payable to the City of Fort Lauderdale and shall be delivered to the City of Fort Lauderdale, Transportation and Mobility Department, 290 NE Third Avenue, Fort Lauderdale, FL 33301, Attn: Transportation and Mobility Director. Both parties understand that City shall receive its fee hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership, occupancy or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

## **11. DEFAULT AND REMEDIES**

In the event Licensee fails to comply with any monetary provision of this Agreement including, without limitation, payment of the license fee and such failure has not been cured within ten (10) business days after receipt of written notice of a failure to pay said license fee or any other charges, then Licensee shall be in default and a late charge shall be imposed in an amount equal to five percent (5%) of the unpaid license fee. If the default remains uncured, Licensor shall have the right to terminate this Agreement upon fifteen (15) days' prior written notice to Licensee.

## **12. NO OFFER**

This Agreement shall not be effective and shall not be relied upon by either party unless and until such time as it has been executed by Licensee and Licensor, and a copy of the Agreement, which has been fully executed by Licensee and Licensor, has been delivered by one party to the other.

## **13. NOTICE**

All notices required or provided for under this Agreement shall be in writing and (i) delivered by Federal Express or other nationally recognized overnight air courier; or (ii) sent by registered or certified mail return receipt requested, to the addresses set forth above or such other persons or places as either party may from time to time designate by written notice. Notices given in such manner shall be deemed effective upon receipt or refusal.

## **14. SUCCESSOR AND ASSIGNS**

Licensee shall not assign, sublease or transfer this Agreement or any rights, privileges or obligations, in whole or in part, hereunder to any other party, person, business or entity. Any such action by the Licensee will result in immediate termination of this Agreement by Licensor and any permission or rights granted thereunder.

## **15. INDEMNITY**

Licensee shall protect, defend, indemnify and hold harmless the Licensor, its officers, employees, volunteers and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, royalties, and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of Licensee under this License, conditions contained therein, the location, maintenance, use or occupancy of the Premises, or the breach or default by Licensee of any covenant or provision of this License, the use, storage or release of hazardous substances on the Premises and any and all claims made by contractors, subcontractors, materialman or laborers related to any alterations, repairs or other improvements made to the Premises. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, rehabilitation, operation, maintenance, repair or restoration of the Property, alleged infringement of any patents or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.

Licensee further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Licensor, Licensee shall assume and defend not only itself but also the

Licensors in connection with any claims and any such defense shall be at no cost or expense whatsoever to Licensor, provided that the Licensor shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of this License and is not limited by Licensee's insurance coverage.

## **16. INSURANCE**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Licensee, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Licensee. Licensee shall provide the City a certificate of insurance evidencing such coverage. Licensee's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Licensee shall not be interpreted as limiting Licensee's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Licensee for assessing the extent or determining appropriate types and limits of coverage to protect Licensee against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Licensee under this Agreement.

The following insurance policies and coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Licensee. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Licensee does not own vehicles, Licensee shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Licensee waives, and Licensee shall ensure that Licensee's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Licensee must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

### Insurance Certificate Requirements

- a. Licensee shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the commencement of the License Term.
- b. Licensee shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Licensee to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Licensee following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Licensee shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

- g. The City shall be granted a Waiver of Subrogation on Licensee's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

Licensee has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Licensee's expense.

If Licensee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, Licensee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Licensee's insurance coverage shall be primary insurance in respect to the City, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipality, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Licensee that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Licensee must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Licensee's insurance policies.

Licensee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Licensee's insurance company or companies and the City's Risk Management office, as soon as practical.

It is Licensee's responsibility to ensure that any and all of Licensee's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Licensee.



The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Licensee.

## **17. SIGNAGE**

Upon obtaining all necessary licenses and permits, Licensee shall have the right to place its customary signage on and within the Premises, and Licensee shall assume all responsibility for the condition, upkeep, and safety. Licensor and Licensee agree to work in good faith to approve appropriate signage, and location of signage, approvals, not to be unreasonably withheld. All signage must meet any and all local and municipal code, Unified Land Development Code and signage requirements.

## **18. LIABILITY DISCLAIMER AND WAIVER**

Licensor disclaims any liability for damage to any Licensee's vehicle, equipment, containers, signage, employee, agent, or property, except in the event that such damage is caused or contributed to by the gross negligence or willful misconduct of Licensor, its agents, or affiliates acting within the course and scope of their employment.

## **19. FORCE MAJEURE**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of such party (a "Force Majeure" event), including, without limitation, acts of God, nature, strikes, lockouts, riots, acts of war, acts of terror, pandemics, epidemics, fire, earthquakes, catastrophic equipment failures, or other disasters. The party whose performance is impaired because of the occurrence of an event of Force Majeure must notify the other party of the situation in writing as soon as reasonably practical. Without penalty to either party, the time for performance under the Agreement shall then be extended for a period equal to the delay; provided, that if the Force Majeure event lasts longer than 30 consecutive days or 60 days in total, either party shall have the right to terminate the Agreement.

## **20. WAIVER**

A failure of any party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of the Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such terms or provision. No waiver by any party of any term or provision hereof shall be binding unless made in writing and signed by both parties.

## **21. SEVERABILITY**

If any provision of the Agreement or the application of a provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement and the application of the invalid or unenforceable provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and the remainder of the Agreement shall otherwise remain in full force and

effect. Moreover, the invalid or unenforceable provision shall be reformed, if possible, so as to accomplish most closely the intent of the parties consistent with applicable law.

## **22. CONSTRUCTION OF LANGUAGE**

The Agreement has been negotiated "at arm's length" by and between Licensor and Licensee, each having had the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Agreement. Therefore, the Agreement shall not be more strictly construed against any party by reason of the fact that one party may have drafted any or all of the provisions of the Agreement.

## **23. ENTIRE AGREEMENT AND AMENDMENTS**

The Agreement contains the complete understanding of the parties, superseding any prior agreements or writings (whether written or verbal) with respect to the subject matter hereof and may not be changed or modified other than by an agreement in writing signed by both Licensor and Licensee. The Agreement may be executed in counterparts, each of which shall be deemed an original; and such counterparts when together shall constitute but one agreement. Unless otherwise expressed in this Agreement, no modification, amendment or alteration of the terms or conditions of the Agreement shall be effective unless contained in a written document duly executed by both parties, with the same formality as this Agreement.

## **24. GOVERNING LAW AND JURISDICTION**

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws. If any dispute arises out of or relates to this Agreement or the breach hereof, and if either party shall obtain legal counsel or bring an action against the other to enforce or interpret any provision of the Agreement, including the collection of past due monies owed hereunder, the non-prevailing party shall pay to the prevailing party all costs and expenses associated with therewith, including, without limitation, reasonable attorneys' fees and costs and those on any appeal, all of which shall be payable whether or not any action is prosecuted to judgment. Any sums owed by one party to another, which are not paid within the period required under the Agreement, shall accrue interest at the maximum rate allowable under applicable law. The parties agree that jurisdiction to adjudicate any case or controversy involving the Agreement shall exclusively be in the state courts located in Broward County, Florida or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

## **25. WAIVER OF JURY TRIAL**

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY (INCLUDING, WITHOUT

LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE); THIS WAIVER BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THE AGREEMENT.

## **26. SOVEREIGN IMMUNITY**

Nothing herein shall be construed as a waiver of Licensor's sovereign immunity.

## **27. MECHANICS LIENS**

Licensee shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of Licensor in and to the Premises or the underlying real estate, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the Licensee, or its agents, servants, employees, contractors or officers or on account of any act or omission of said Licensee as to Licensor's right, title or interest in and to the Premises and the underlying real estate. All persons contracting with the Licensee, or furnishing materials, labor or services to said Licensee, or to its agents or servants, as well as all persons shall be bound by this provision of this Agreement. Should any such lien be filed, Licensee shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. Licensee shall not be deemed to be the agent of Licensor, so as to confer upon a laborer bestowing labor upon or within the Premises or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the Licensee's right, title or interest in and to the Premises and the underlying real estate. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the Licensor.

## **28. RECORDS**

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to the Florida Public Records Law. Licensee shall keep true, complete and correct books and records of all transactions and activities pursuant to this Agreement. Licensee recognizes and acknowledges that all such records shall be subject to Florida Public Records Law, Section 119.0701, Florida Statutes, as amended. **IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

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 attorneys' fees of non-compliance with that law.

## **29. NON-DISCRIMINATION**

Licensee shall not discriminate against any person in the performance of duties responsibilities and obligations under this License Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation. Licensee agrees to comply with the terms and provisions of the Americans with Disabilities Act and shall make the Licensed Area accessible for persons with disabilities.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, each of the parties hereto has caused the Agreement to be executed on its behalf as a duly authorized individual or officer the day and year written below.

**CITY**

ATTEST:

**CITY OF FORT LAUDERDALE**  
a Florida municipal corporation

\_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

\_\_\_\_\_  
DEAN J. TRANTALIS  
Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
GREG CHAVARRIA  
City Manager

Dated: \_\_\_\_\_

Approved as to form:  
D'WAYNE M. SPENCE, Interim City Attorney

\_\_\_\_\_  
KIMBERLY CUNNINGHAM MOSLEY  
Assistant City Attorney

**LICENSEE**

WITNESSES

**SLINKYDOG, LLC**, a New York Limited Liability Company

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
JONATHAN ROCKEFELLER  
Manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**CORPORATE SEAL**

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **JONATHAN ROCKEFELLER**, as Manager of **SLINKYDOG, LLC**, a New York Limited Liability Company.

\_\_\_\_\_  
(Signature of Notary Public- State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT "A"**  
**Property Description and Premise**



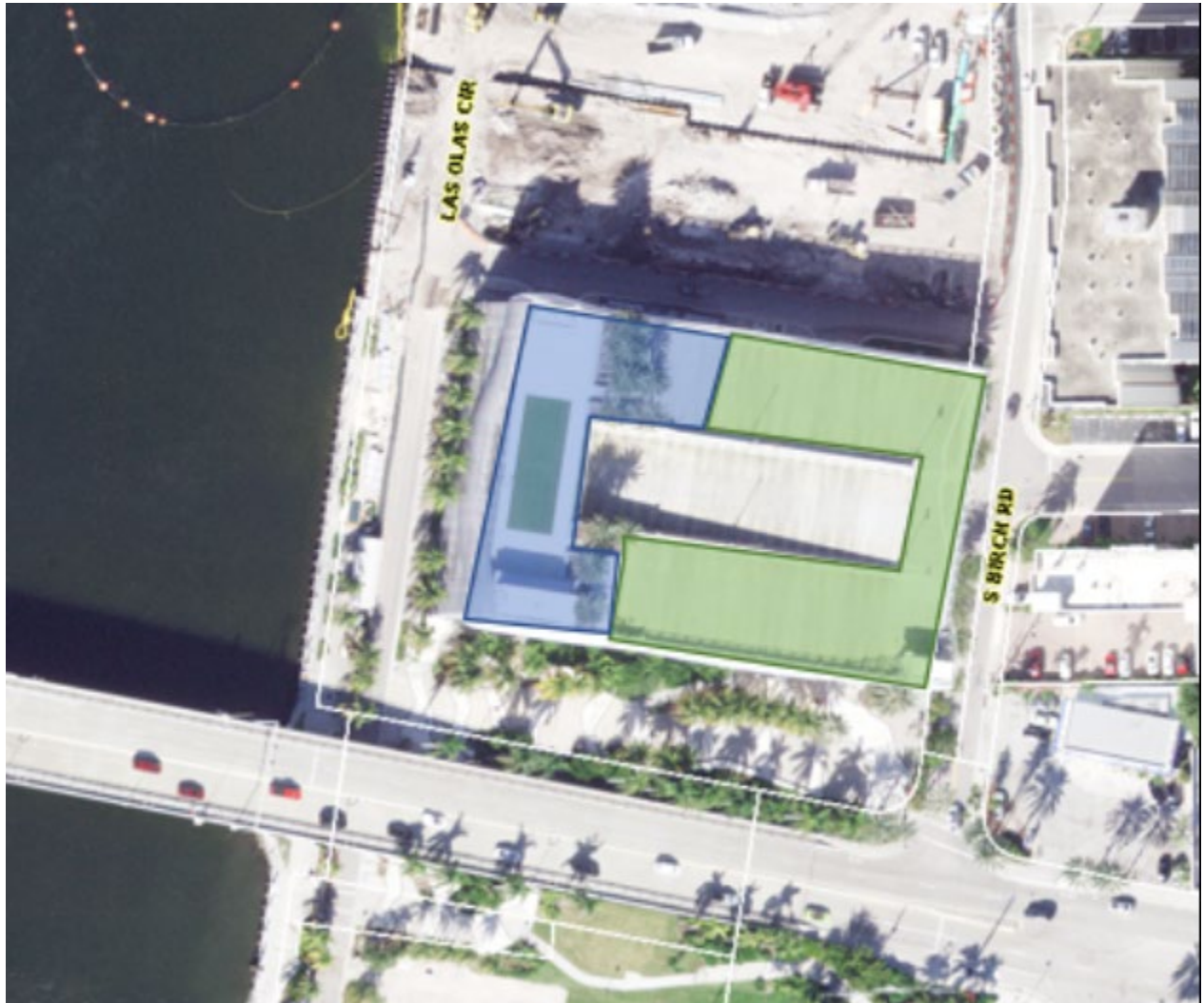


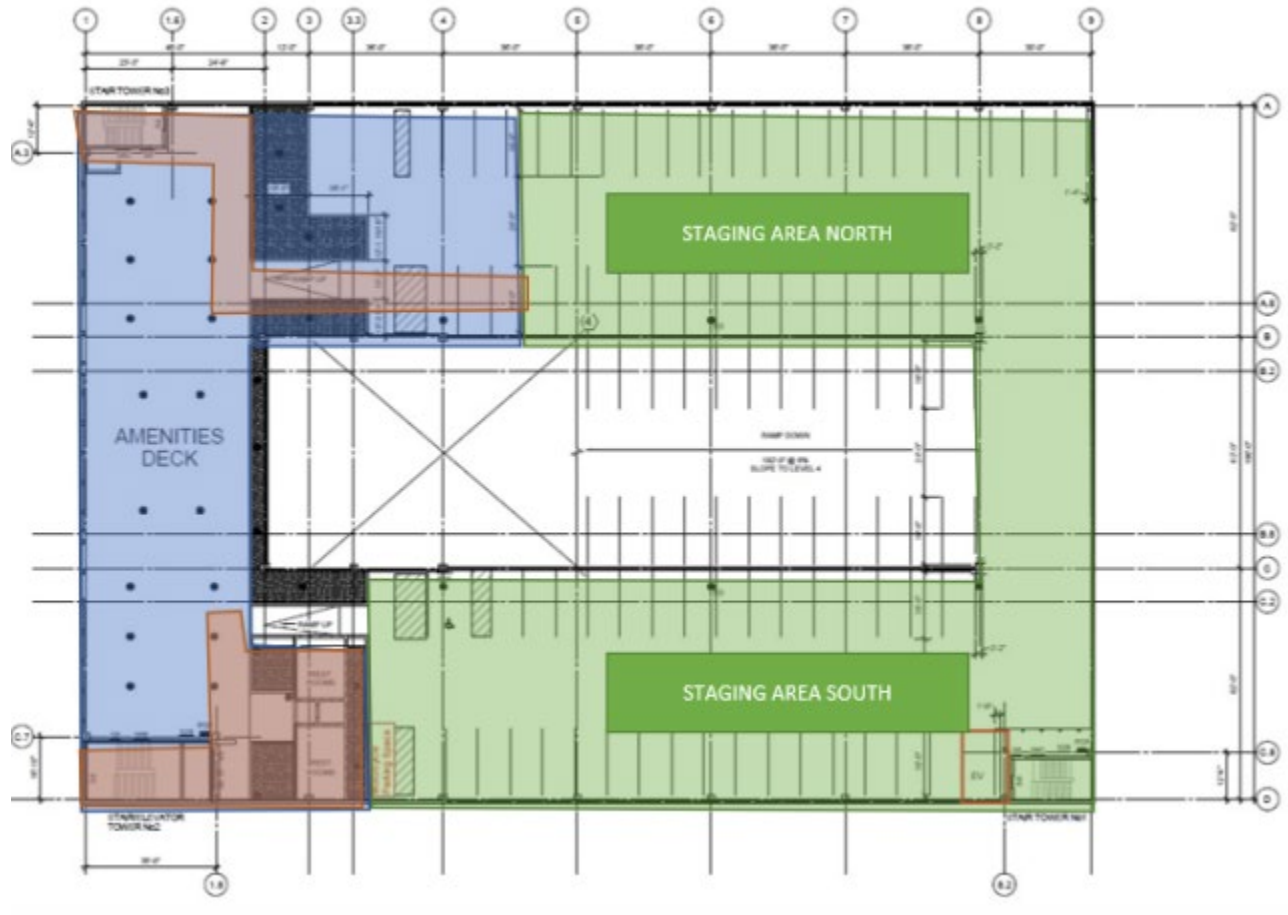


**EXHIBIT “B”**  
**Staging Areas for Load-In and Load-Out**

Tentative Dates for Load-In and Load-Out*	
Load-In	October 9 – 13, 2023
Load-Out	March 25 – 29, 2024

\*Subject to change





**EXHIBIT “C”  
Payment Schedule**

Time Period	Payment Due Date	Amount Due
Week 1 (Oct. 8) Week 2 (Oct. 15) Week 3 (Oct. 22) Week 4 (Oct. 29)	<b>October 2</b>	<b>\$12,800.00</b>
Week 5 (Nov. 5) Week 6 (Nov. 12) Week 7 (Nov. 19) Week 8 (Nov. 26)	<b>November 2</b>	<b>\$12,800.00</b>
Week 9 (Dec. 3) Week 10 (Dec. 10) Week 11 (Dec. 17) Week 12 (Dec. 24) Week 13 (Dec. 31)	<b>December 2</b>	<b>\$16,000.00</b>
Week 14 (Jan. 7) Week 15 (Jan. 14) Week 16 (Jan. 21) Week 17 (Jan. 28)	<b>January 5</b>	<b>\$12,800.00</b>
Week 18 (Feb. 4) Week 19 (Feb. 11) Week 20 (Feb. 18) Week 21 (Feb. 25)	<b>February 2</b>	<b>\$12,800.00</b>
Week 22 (March 3) Week 23 (March 10) Week 24 (March 17) Week 25 (March 24)	<b>March 5</b>	<b>\$12,800.00</b>
	<b>Total:</b>	<b>\$80,000.00</b>