



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 14 | Revision Date: 12/18/2025

SECTION 1 | SUMMARY INFORMATION

Date: 3/24/26

Commission Agenda Item Letter to the Commission (LTC) Letter to External Stakeholder(s) Other Document

Document Title/Purpose: Motion Approving Fiscal Year 2026 Beach Business Improvement District Grant Participation Agreement with TMF Holdco, LLC, for the Rock the Ocean's Tortuga Music Festival on April 10-12, 2026 - \$275,000 - (Commission Districts 2 and 4)

Commission Meeting Date: 3/19/2026 CAM #: 26-0020 Item #: CM-7

CAM attached: Yes No Action Summary Attached: Yes No CIP FUNDED: Yes No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: CAO Router Name: S. Souza Ext: 5001

Department: PARKS Router Name: J. Erickson Ext: 4599

Department Approval (Director/Chief): Name _____ Init _____ Date: _____

*Return Document To: _____ Department: _____ Ext: _____

**REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.*

Scan Date: _____ Attach Certified Resolution #: _____ Original form route to CAO: Yes No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required Yes No

Is the attached Granicus document final? Yes No Number of Originals Attached: _____

Attorney's Name: PATRICIA SANVITTOSE Approved as to Form: Yes No Initials: PSJ

Route to: Finance (if applicable) Date: _____ Route to: CCO Date: _____

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ Number of Originals: 2

Route to CMO Date: 03/24/26 Route to Mayor Date: _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: MAR128 Date Received: 3/25/26 Received From: CCO

To CM/ACM: R. Williams C. Cooper Y. Matthews Q. Pough B. Rogers

Approved Init.: [Signature] for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: _____ Comments: _____

CMO Executive Assistant Route to: CCO | HR | OMB | Other: _____ Date: _____ Initial: _____

**CITY OF FORT LAUDERDALE
FY 2026 GRANT PARTICIPATION AGREEMENT**

THIS AGREEMENT, is entered into this 27 day of March, 2026 (“Effective Date”), by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (hereinafter referred to as “City”),

and

TMF HOLDCO, LLC, a Delaware limited liability company, authorized to transact business in the State of Florida, with its principal address located at 9348 Civic Center Drive, Beverly Hills, CA 90210 (hereinafter referred to as “Applicant” or “Sponsor”).

WHEREAS, the Participant is the organizer, promoter, administrator, and producer of the annual programming for the **Rock The Ocean’s Tortuga Music Festival**, is a multi-day event scheduled to be held beginning April 10, 2026, through and including April 12, 2026, is designed to promote the Beach Business Improvement District on a national and international level and enhance the visitor experience to benefit the Fort Lauderdale community (collectively referred to as “Event”); and

WHEREAS, the Beach Business Improvement District Advisory Committee (“BBID”) at its May 12, 2025, meeting unanimously recommended approval by the City Commission of grant funds in the amount of \$275,000 to support Participant’s Event; and

WHEREAS, the funds from this BBID grant will be used to reimburse and supplement Participant’s expenses associated with the Event and, upon City Commission’s approval, said funds will be disbursed to Participant, subject to and conditioned upon Participant’s full compliance and satisfaction of the terms and conditions outlined herein this Agreement; and

WHEREAS, the City Commission hereby authorizes the proper City Officials to enter into this agreement (“Agreement”) with Participant and finds that enhancing recreational activities and providing opportunities for the expansion of tourist-related facilities and activities is a legitimate public purpose for the City to support Participant’s Event; and

WHEREAS, in partial consideration for receiving the grant funds, as more particularly defined below, Participant agrees to promote the City’s and BBID’s support of this Event through multiple marketing and media communication platform;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant and the City hereby agree that the foregoing recitals are true and

correct, and further agree as follows:

I. SCOPE OF SERVICES

A. Activities

The Participant shall be responsible for coordinating, promoting, administering, producing, and hosting the Tortuga Music Festival on April 10, 2026, through April 12, 2026, at the Fort Lauderdale Beach Park, 1100 Seabreeze Blvd, Fort Lauderdale, FL 33316. The City of Fort Lauderdale Beach Business Improvement District ("BBID"), and its consumer-facing brand DiscoverFTLBeach.com, shall serve as sponsor of Tortuga Music Festival. Accordingly, BBID recognition and marketing obligations shall apply exclusively to the Event. The Participant shall further ensure that the City of Fort Lauderdale Beach Business Improvement District ("BBID"), and its consumer-facing brand DiscoverFTLBeach.Com, are prominently recognized and marketed as host sponsors of the Event materials, promotions, and public communications.

B. Deliverables

All deliverables and activations are designed to amplify BBID's destination marketing initiatives and deepen engagement between the Tortuga Music Festival audience and **DiscoverFTLBeach.com**. Integrated promotion before, during, and after the festival will expand BBID's reach, drive visitor awareness, and foster ongoing relationships with Fort Lauderdale Beach experiences.

Pre-Festival Deliverables

- Inclusion of the BBID consumer logo (DiscoverFTLBeach.com) with link in festival e-cards and email communications.
- All e-card placements will include meaningful destination messaging and direct calls-to-action to DiscoverFTLBeach.com and will not function as logo-only recognition.
- All festival email communications featuring sponsor content will include DiscoverFTLBeach.com destination messaging and clear links driving audiences to BBID digital channels.
- Festival website placements will include destination messaging and direct links guiding visitors to DiscoverFTLBeach.com. At a minimum, BBID will receive placement on the **Info tab**, directing users to DiscoverFTLBeach.com. BBID will also be featured on the **homepage with destination-focused messaging**, including direct links to the BBID website.
- Inclusion in the list of partners on the festival homepage with link to DiscoverFTLBeach.com website.

- Collaboration with BBID team on **two (2) social media posts** leading up to the festival.
- Integration within the Tortuga Festival mobile app, including partner recognition and opportunities to feature DiscoverFTLBeach.com content, destination messaging, and visitor resources (*placement and functionality to be coordinated with BBID*).

On-Site Deliverables

- TMF will produce and prominently display stage scrim signage featuring **BBID logo and Welcome to Fort Lauderdale Beach**.
- TMF will produce and prominently display BBID DiscoverFTLBeach signage at the VIP and Festival main exit points to ensure high-visibility exposure to departing attendees. Rotation of two (2) static images featuring “Welcome to Fort Lauderdale” and “DiscoverFTLBeach” messaging displayed on the Main and Sunset Stages throughout the festival (April 10–12) to promote the destination to festival attendees. Creative assets will be produced by TMF and are subject to BBID approval.
- Opportunity for on-site activation (*subject to BBID approval and discretion*)
- Provision of a limited number of VIP and General Admission tickets for official-use purposes, including destination promotion and stakeholder engagement.

Post-Festival Deliverables

Inclusion within post-event email and social media communications featuring dedicated messaging promoting Fort Lauderdale Beach experiences, return visitation, and seasonal offers (requesting one email in summer to impact Aug/September hotel stays; and near Fall to impact September/October stays).

- Collaboration with BBID team on social media promotion of Fort Lauderdale Beach escapes, vacation offers, and experiences.
- Guaranteed featured placement within at least one dedicated festival email highlighting DiscoverFTLBeach.com, including destination storytelling and visitor inspiration.
- Collaboration with BBID team on social media promotion of Fort Lauderdale Beach escapes, vacation offers, and experiences.

The City reserves the right to examine the records of the Participant. Any funds not expended during the term or for the Activities identified above, under Section I., Scope of Services, shall automatically be returned by the Participant to the City. The City reserves the right to conduct audits of the Participant, which shall be in accordance with Generally Accepted Government

Auditing Standards (GAGAS).

II. TERM AND TIME OF PERFORMANCE

The effective date of this Agreement shall commence upon the date of execution by the last party to this Agreement. The Participant shall expend the reimbursed funds between the date of the Event and September 30, 2026.

III. BUDGET

Within ninety (90) days of the close of the Participant's fiscal year, a financial statement, prepared in accordance with generally accepted accounting principles, accounting for these funds and reporting upon the manner in which they were expended, shall be submitted to:

CITY OF FORT LAUDERDALE
Aquatic Center Complex
Attn: Beach Business Improvement District Office
501 Seabreeze Boulevard
Fort Lauderdale, FL 33316

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not to exceed **Two Hundred Seventy-Five Thousand Dollars (\$275,000)** (the "Grant") and shall be disbursed subject to satisfaction of the conditions stated herein. The City shall reimburse approved costs related to the Event provided invoices for payment (with all supporting documentation such as receipts, cancelled checks, contracts and other information requested by the City) have been submitted to the City within ninety (90) days after conclusion of the Event as noted in the application submitted to the City. The City has the right to deny a reimbursement request if the invoice and supporting documentation has not been submitted within the ninety-day period. Funding under this Agreement is subject to budget and appropriation by the City Commission.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

As to the City:
Rickelle Williams
City Manager
City of Fort Lauderdale
Lauderdale, FL 33312
101 NE 3rd Ave, Suite 2100
Fort Lauderdale, FL 33301

As to the Participant:
Brian O'Connell
President
TMF Holdco LLC
9348 Civic Center Drive
Beverly Hills, CA 90210

With a copy to:
Shari L. McCartney
City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

VI. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Participant shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

B. INSURANCE

As a condition precedent to the effectiveness of this Agreement, during each Event Period of this Agreement (including as part of any renewals or extensions of this Agreement), the Applicant, 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 Applicant. Applicant shall provide the City a certificate of insurance evidencing such coverage. Applicant's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Applicant shall not be interpreted as limiting Applicant'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 Applicant for assessing the extent or determining appropriate types and limits of coverage to protect Applicant 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 Applicant 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:

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 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 included 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 Applicant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Liquor Liability

Applicant shall provide evidence of coverage for liquor liability in an amount not less than \$2,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g., host or other coverage), Applicant shall provide written documentation to confirm that coverage already applies to this Agreement. In the event Applicant uses a contractor for the sale and/or service of alcohol, Applicant shall require contractor to provide evidence of this coverage and Applicant will ensure its liability insurance policy provides vicarious and/or host liquor liability coverage.

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 \$2,000,000 combined single limit each accident.

If Applicant does not own vehicles, Applicant 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.

Protection and Indemnity (P&I) Coverage (Watercraft Liability)

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

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.

Applicant waives, and Applicant shall ensure that Applicant'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.

Applicant 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. Applicant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Applicant 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 Applicant 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 Applicant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Applicant 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 included 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 Applicant'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
Attn: Parks & Recreation
401 SE 21st Street
Fort Lauderdale, FL 33316

Applicant 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 application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Applicant's expense.

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

Applicant's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Applicant 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 Agreement 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, Applicant must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement.

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

It is Applicant's responsibility to ensure that any and all of Applicant'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 Applicant.

If the City desires to adjust the insurance limits during the Term, it shall provide reasonable advance notice to Applicant so that the Parties can discuss the basis for such request and ascertain the feasibility of obtaining additional coverage, if required. Insurance limits shall be determined on an annual basis upon mutual agreement of the Parties for the duration of the Term.

C. Hold Harmless

Participant shall protect and defend the City at Participant's sole expense, and indemnify and hold harmless the City, its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in Participant's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. City reserves the right to select counsel of its own choosing. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes. This section shall survive the expiration or early termination of this Agreement.

D. Amendments

The City or Participant, subject to City Commission approval, may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of the Participant and by the City Manager or designee. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Participant from its obligations under this Agreement.

The City may, in its sole discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Participant.

E. Public Records

IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE PARTICIPANT'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002 OR BY EMAIL AT PRRCONTRACT@FORTLAUDERDALE.GOV (OR BY MAIL AT ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FL 33301 ATTENTION: CUSTODIAN OF PUBLIC RECORDS).

Participant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Participant does not transfer the records to the City.
4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Participant or keep and maintain public records required by the City to perform the service. If the Participant transfers all public records to the City upon completion of this Agreement, the Participant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Participant keeps and maintains public records upon completion of this Agreement, the Participant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

F. Default

The following events shall constitute an "Event of Default" pursuant to this Agreement:

1. The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
2. If the Participant or any endorser of the Agreement files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership,

dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Act or any other present or future federal, state or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant or of any endorser of the Agreement, of any trustee, receiver, or liquidator of the Participant or any endorser of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.

3. Participant's breach, violation, or failure to perform any of the obligations or any of the covenants and conditions contained herein.

Upon the occurrence of any event of default, the City shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days to cure such default. If Participant fails to cure the default within the thirty (30) days, the Agreement will be deemed terminated and the City shall declare immediately due and payable, all monies advanced hereunder this Agreement.

G. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VIII. WAIVER

The City's failure to act with respect to a breach by the Participant does not waive its right to act with respect to subsequent or similar breaches. Failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. ENTIRE AGREEMENT

This Agreement, along with attachments, shall constitute the entire Agreement between City and Participant for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written

between the City and the Participant with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

X. AUTHORITY OF THE CITY OF FORT LAUDERDALE CITY MANAGER

The City of Fort Lauderdale City Manager or designee shall have the authority to suspend all or any part of the Event when the City Manager or designee determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager or designee also reserves the right to immediately revoke permission, suspend, modify or terminate the Event or any portion thereof upon his/her written determination or to the extent any term or condition of this Agreement is violated.

XI. ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the Applicant shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the Applicant under penalty or perjury attesting that the Applicant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date indicated.

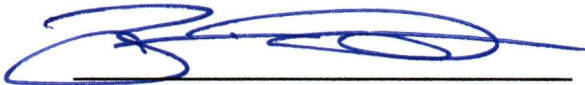
PARTICIPANT OR SPONSOR

TMF Holdco LLC, a Delaware Limited Liability Company authorized to transact business in the State of Florida.

By: **CN HOLDCO, LLC**, a Delaware Limited Liability Company, its managing member.

By: 
Brian O'Connell, President

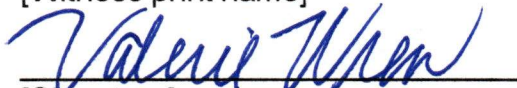
WITNESSES:



[Signature]

Brian Petman

[Witness print name]



[Signature]

Valerie Wren

[Witness print name]

[CORPORATE SEAL]

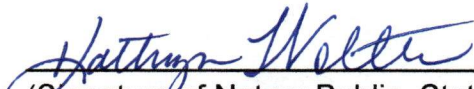
ATTEST:

Signature: _____

Print Name: _____

STATE OF TN
COUNTY OF Davidson

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by **Brian O'Connell**, as President of **CN HOLDCO, LLC**, a Delaware Limited Liability Company, in its capacity as Managing Member of **TMF HOLDCO, LLC**, a Delaware Limited Liability Company authorized to transact business in the State of Florida.


(Signature of Notary Public- State of Florida)

[NOTARY SEAL]



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

Personally known OR Produced Identification _____

Type of Identification Produced _____

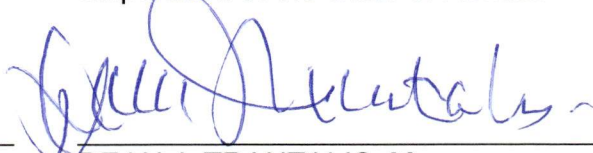
CITY

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

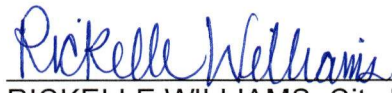
ATTEST:



DAVID R. SOLOMAN, City Clerk



DEAN J. TRANTALIS, Mayor



RICKELLE WILLIAMS, City Manager

Date: 3/27/26



Approved as to form and correctness:
SHARI L. MCCARTNEY, City Attorney



PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney