

RESOLUTION NO. 13-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PARKS AND RECREATION DIRECTOR OR HIS OR HER DESIGNEE TO EXECUTE LICENSE AGREEMENTS FOR THE USE OF THE WAR MEMORIAL AUDITORIUM IN SUBSTANTIALLY THE FORM ATTACHED AND A LICENSE AGREEMENT FOR THE SUNCOAST GUN SHOW IN SUBSTANTIALLY THE FORM ATTACHED, RESCINDING RESOLUTION NO. 3831, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 7, 1949, by Resolution 3831, the City Commission authorized the Director of the War Memorial Auditorium to execute rental contracts for the use of the War Memorial Auditorium; and

WHEREAS, a replacement License Agreement for the use of the War Memorial Auditorium is proposed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the Parks and Recreation Director or his or her designee is authorized to execute License Agreements for the use of the War Memorial Auditorium in substantially the form attached as Exhibit A and a License Agreement for the Suncoast Gun Show in substantially the form attached as Exhibit B.

SECTION 2. That all Resolutions or parts of Resolutions in conflict herewith, including Resolution No. 3831, be and the same are hereby rescinded.

SECTION 3. That this Resolution shall be in full force and effect immediately upon adoption.

ADOPTED this the ____ day of _____, 2013.

Mayor
JOHN P. "JACK" SEILER

ATTEST:

City Clerk
JONDA K. JOSEPH

CITY OF FORT LAUDERDALE
WAR MEMORIAL AUDITORIUM
EST. 1950

LICENSE AGREEMENT, WAR MEMORIAL AUDITORIUM

THIS AGREEMENT, made and entered into this _____ day of _____, is by and between the City of Fort Lauderdale, a Florida municipality, ("Licensor" or "City"), and

Legal Name: _____ ("Licensee")
Address: _____

Representative: _____
Phone: _____ Fax: _____
Email: _____

WITNESSETH:

WHEREAS, the City owns and operates the War Memorial Auditorium ("WMA"), located at 800 N.E. 8th Street, Fort Lauderdale, Florida, 33304; and

WHEREAS, the Licensee would like to present a _____ event at the War Memorial Auditorium, and the Licensee having duly determined the suitability of WMA for said event,

In consideration of the mutual promises set forth herein and other good and valuable consideration, the Licensor and the Licensee hereby agree as follows:

1. The Licensor does hereby grant to the Licensee a license to use the War Memorial Auditorium for the purpose of presenting a _____, and for no other purpose whatsoever, for the term of _____ () Performances on _____. Building access commencing at _____ o'clock _____ m. on the _____ day of _____ and terminating at _____ o'clock _____ m. on the _____ day of _____.

2. The Licensee shall pay the Licensor a license fee of _____ minimum or _____ (_____ %) of the gross receipts, excluding sales tax, if any, in excess of the stated minimum license fee, whichever is greater, plus expenses. When there is a matinee performance scheduled on the same day as an evening performance, the minimum license fee shall be increased by _____ (\$ _____). Rehearsals on the day of performance or otherwise, shall be an expense of the Licensee at a cost of _____ (\$ _____) per performance, plus personnel required. Rehearsals are considered Stage Only use. The presence of more than seventy-five spectators at a rehearsal will generate a charge for an additional performance.

3. The Licensor agrees to furnish water and electrical service for normal use, but any use of either in excess of what is reasonable in the City's sole opinion, is over and above what is included in the license fee and must be paid for by the Licensee within fourteen days following

Licensors dispatch of an invoice therefor to the Licensee. In addition, Licensee shall pay Licensors for any help provided by the auditorium management and for the use of special equipment in accordance with the labor and equipment charges set forth in Exhibit 1, which is attached hereto and incorporated herein, within fourteen days following Licensors dispatch of an invoice therefor to the Licensee.

4. The Licensors reserves the right exclusively to operate all food and drink concessions within and without the walls of the Auditorium. The Licensee shall ensure that no exhibitor, sublicensee or person shall offer for sale, give away, or otherwise dispose, or distribute, any drink, ice cream, candy, or food of any type, amount, quantity, or nature, without prior approval by Licensors.

5. Licensee agrees to have one (1) fifteen (15) minute intermission, or two (2) ten (10) minute intermissions for each stage performance, if any.

6. **THIS AGREEMENT IS MADE AND ENTERED INTO UPON THE FOLLOWING EXPRESS COVENANTS AND CONDITIONS:**

a) Licensee shall pay to the City of Fort Lauderdale any applicable business tax.

7. In order to definitely reserve the specific dates hereinabove set forth, Licensee must execute this contract in duplicate and **return both** executed copies to Licensors for official signature of the Licensors, together with the required license fee within _____ (_____) days after date of this contract. Deposit Required: _____ All license fees are Non-Refundable, except in the case of a Force Majeure or Licensors uncured material default.

8. The Licensee shall obtain and pay for any license required for all music and other performance rights as imposed by ASCAP, BMI, and any and all other similar licensors during Licensee's use of the Licensors facilities. The Licensee shall protect and defend at Licensee's expense, counsel being subject to the City's approval, and indemnify and hold harmless the Licensors from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any music rights, performance rights, copyright, or any other intellectual property right in connection with the Licensee's event.

9. All Ticket Sales/Admission Fees on the day of the Performance(s) shall be sold by the Licensors *via* WMA's box office staff. All priced tickets and admission fees shall include a Facility Fee of \$ 2.00 each, which shall be paid to the Licensors. Licensee shall advertise all ticket prices and admission fees inclusive of WMA Facility Fees. WMA shall be entitled to twenty-

four (24) complimentary tickets per event or performance. WMA reserves the right, at management's sole discretion, to withhold seats from public sale in order to satisfy any patron and/or equipment relocation needs. The Licensee shall furnish the Licensor in writing full and complete information concerning the types and numbers of all tickets sold, (advance sales and day of event sales) and the established ticket prices of such tickets, and shall furnish the Licensor with copies of all manifests and other reports furnished by Licensee to the Internal Revenue Service, all as promptly as may be possible. Complimentary, zero price, tickets shall be limited to 10% of the entire ticket manifest and are subject to approval by the WMA manager. The Licensor retains the right to make determination of ticket refunds for cause, in keeping with the Licensor's policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of projection equipment, failure to act, to show, or to perform within reasonable time of schedule provided by Licensee.

Licensee shall exclusively utilize WMA's computerized ticketing system for the sale of all tickets whether *via* outlets, phone centers, internet, or mobile devices. The distribution or sale of tickets and admission fees through any other channels, including discount websites, social media outlets, or Licensee's offices is prohibited without the express, written consent of the Licensor.

10. Any sum owed the Licensor by the Licensee for the use of WMA, and the cost of any accommodations, services or materials shall be deducted from the box office receipts of Licensee.

11. As a condition precedent to the effectiveness of this Agreement and prior to each event, Licensee shall provide to the Licensor a certificate of commercial general liability insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensor's risk manager, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and liability arising out of the indemnification provision. As a condition precedent to the effectiveness of this Agreement and prior to each event, Licensee shall provide to the Licensor a certificate of business auto liability insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensor's risk manager, in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos and other vehicles, hired autos and other vehicles, heavy equipment, non-owned autos and other vehicles. The commercial general liability policy shall name the City of Fort Lauderdale, a Florida municipality, as an additional insured. In addition, as a condition precedent to the effectiveness of this Agreement and prior to each event, Licensee shall provide to the Licensor a certificate of workers' compensation insurance, including employer's liability, with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensor's risk manager, with limits not less than \$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all state and federal laws. Licensee shall provide to the Licensor at least thirty (30) days written notice by registered or certified mail, return receipt requested, addressed to the WMA manager, prior to cancellation or modification of any required insurance. City reserves

the right to adjust the insurance coverage requirements, depending upon the risk of loss and exposure to liability.

All required insurance policies shall cover all show set-up, move-in and move-out days.

12. Not later than seven (7) days before the first day of the event the Licensee shall furnish the Licensor a list of the performers, groups and/or actors that will be using WMA in any staged, theatrical, or concert performance.

13. The Licensee shall reimburse the Licensor all reasonable additional expenses incurred by the Licensor for and on behalf of the Licensee's event. Services and personnel required and expenses incurred by WMA shall be limited to those which are, in the Licensor's opinion essential, beneficial and normally required of a licensee during its occupancy of the Auditorium. All charges will be itemized on the Licensor's final statement when presented to the Licensee for payment. Licensor shall provide final statement and conduct the final settlement with Licensee the first business day following the closing performance day of the event. All services are subject to six percent Florida sales tax, unless Lessee is tax exempt pursuant to Florida law.

14. Any and all riders attached to this Agreement become part of this Agreement, with the same force and effect as though written into the body thereof.

15. The Licensee shall comply with all laws of the United States, the laws of the State of Florida, including but not limited to the Florida Building Code and the Florida Fire Prevention Code, all ordinances of the City of Fort Lauderdale, and all rules and requirements of the Police and Fire Departments and other municipal authorities of the City of Fort Lauderdale, and shall not do, nor allow to be done, anything on said premises during the term of this License Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of said Licensee is called to any such violation on the part of said Licensee, or of any person employed by or admitted to the said premises by said Licensee, such Licensee shall immediately desist from and correct the violation. Licensee shall obtain and pay for all necessary permits and licenses. Licensee shall abide by all rules and regulations promulgated by the Licensor in regard to the use of the War Memorial Auditorium and/or Holiday Park.

16. Licensor shall retain the right to cause the interruption of any performance, or event, and likewise to cause the termination of such performance, or event, when in the judgment of WMA Management, such action is necessary in the interests of public safety. Should it become necessary, in the judgment of WMA Management, to evacuate the premises because of an emergency, or for other reasons of public safety, the Licensee shall retain use of the premises for sufficient time to complete presentation of its activity without additional charge providing such time does not interfere with another licensee's use of the building. If it is not possible to complete presentation of the activity, the license fee shall be forfeited, prorated, or adjusted at the discretion of the Licensor based upon the situation; and the Licensee hereby waives any claim for damages or compensation from the Licensor. Licensor reserves the right to make such announcements as are deemed necessary at any time in the interest of public safety. Licensee

agrees that it will cooperate with the delivery of such announcements for public safety, including but not limited to announcements to require patrons to return to their seats or to enter or leave the premises.

17. Should the Licensee cancel the event covered under this Agreement, and in the event that the WMA cannot be licensed otherwise on that date, the deposit amount shall be forfeited by the Licensee and the amount applied to the full basic license fee shall be payable by the Licensee to the Licensor as liquidated damages, not as penalty, and Licensee agrees also to pay any other expenses incurred by the Licensor in connection with the event covered by the Agreement.

18. The Licensor reserves the right to cancel this Agreement for good cause. In the event the Licensor exercises its right, it shall refund to the Licensee any basic license fee paid to the Licensor.

19. Should the Licensee default in the performance of any of the terms or conditions of this Agreement, the Licensor at its option may terminate the same and the Licensee shall be liable for the full amount of the basic license fee provided for herein, less the license fees received from others for use of the premises at the time or times specified in this Agreement. Any deposit made by the Licensee to the Licensor, however, shall, upon default, be retained by the Licensor for liquidated damages as an offset to expenses incurred, and not as a penalty.

20. The Licensee shall not injure, nor mar, nor in any manner deface the WMA, and shall not cause or permit to be driven nails, hooks, tacks or screws into any part of said premises, and will not make, nor allow to be made any alterations of any kind therein.

21. In the event the premises or any portion of the WMA or its equipment, during the term of this License Agreement is damaged by the act, default, or negligence of the Licensee or any of the Licensee's agents, employees, subcontractors, exhibitors, attendees or guests, Licensee shall promptly pay to Licensor such sum as shall be necessary to restore said premises to their condition at the time of the commencement of this License Agreement.

22. Licensee authorizes Licensor to arrange for and have on duty at all necessary times sufficient police force, as determined by City, to maintain order and protect persons and property, with the express understanding that Licensee, in final settlement, shall pay for such services of such police force. Upon request from Licensor, Licensee shall immediately reassign or remove from the Event any of its employees or personnel, including any supervisory personnel, who, in the sole judgment of Licensor, engage in improper conduct, or are not otherwise, in the reasonable judgment of Licensor, suitable or acceptable to perform their duties or any tasks assigned to them. Licensee and its employees, personnel and agents shall comply with and conform to all rules, regulations and directives issued by Licensor or its designees from time to time.

23. The Licensee will permit no chair, movable seat, or other obstruction, to be or remain in the passageways, and will keep said passageways clear at all times. The Licensee shall not permit the entrance doors to be locked during any period when the public is allowed into the Auditorium.

24. The Licensee shall not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, showbills, lithographs, posters or cards of any description, inside or in front, or on any part of said building, except upon the regular billboards provided and/or authorized by the Licensor therefor, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters or cards upon said billboards as relate to the performance or exhibit that is the subject of this License Agreement. Further, Licensee shall not post any signs in violation of any of the City's ordinances. Posting of signs in violation of any of the City's ordinances may result in immediate termination of this Agreement and of the event by City. Licensee shall be given reasonable opportunity to remedy any such default or breach.

25. The Licensee shall not admit to the WMA a larger number of persons than the legal capacity thereof will accommodate or can safely or freely move about in said licensed areas, and the decision of the WMA management in this respect shall be final. This provision applies to any type event, show or performance.

26. The Licensor shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held at the WMA, and the Licensee, or any persons in Licensee's employ, shall not collect nor interfere with the collection or custody of such articles. Notwithstanding the foregoing, Licensor shall notify Licensee of any equipment or articles inadvertently left at the facility by Licensee and provide Licensee with a reasonable opportunity to remove same prior to removal or disposal by Licensor.

27. The Licensor reserves the right to remove from the building and/or the appurtenant grounds all Licensee's effects remaining in the building and/or the appurtenant grounds after termination time specified at the expense of Licensee and to charge Licensee \$200.00 per day for the time after the termination date specified herein for any property remaining in the building and/or on the appurtenant grounds, provided however, in the event of a Force Majeure, Licensee shall have a reasonable period of time at no expense.

28. The authorized representatives of the Licensor may enter the WMA building and all of the appurtenant grounds and premises, including any outside structure, tent, or fixture, at any time.

29. Absent the express, written approval of the City of Fort Lauderdale Fire Marshal, Licensee shall not erect or operate any engine, motor or machinery on the premises, shall not use oil, burning fluids, camphene, kerosene, naphtha, solvents or gasoline for mechanical or other purpose, and shall not use any agent other than electricity for illuminating the premises. .

Licensee shall drain the fuel tanks of any and all equipment, automobiles, boats or other types of display wherein a fuel tank is attached, including auxiliary fuel tanks and outboard motors prior to bringing any of such equipment into the WMA. No type of fuel shall be placed in any fuel tanks until any and all equipment, automobiles, boats or other types of display have been placed outside the building.

Licensee authorizes Licensor to arrange for and have on duty at all necessary times sufficient Fire-Rescue Department personnel, as determined by City, to protect persons and property, with the express understanding that Licensee, in final settlement, shall pay for such services of such Fire Department personnel.

30. In any legal action to collect any fees, charges or expenses due from Licensee hereunder, the Licensee agrees to pay to Licensor Licensor's reasonable attorney fees and costs.

31. The Licensee shall not assign, transfer, or sublicense this License Agreement or any part thereof, nor suffer or permit any use of said premises other than as herein specified, nor sublicense the premises or any part thereof, without the prior written consent of the Licensor.

32. No horses or other animals shall be brought into said building, or grounds, without the express consent of Licensor, and then under such regulations as may be made by the Licensor.

33. The Licensee agrees that at no time will the ticket sales exceed the seating capacity and/or the number of individuals that can safely move about in said licensed areas. The decision of the Licensor in this respect shall be final.

34. All decorative material must be flame-proof before the same will be allowed in the building.

35. After unpacking all boxes, cartons, etc., Licensee shall place all loose packing material, paper, etc., in boxes or other containers, and Licensee shall move such boxes and containers to a safe place for storage, as the Licensor directs.

36. In the event the said facility, or any part thereof, is destroyed by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this License Agreement by the Licensor impossible ("Force Majeure"), then and thereupon this License Agreement shall terminate, and the Licensee shall pay the pro rata portion of the license fee for use of said premises to the time of such termination, plus any other documented out of pocket expenses incurred by Licensor which are due Licensor under Section 13 above, and any amounts which are due to Licensor in accordance with Sections 2 and 6 above (after taking into account any refunds which may be due).

37. The Licensor shall not be responsible for any damage or injury that may happen to the Licensee, or to the Licensee's agents, servants, employees, actors, vendors, or property from any cause whatsoever, prior, during or subsequent to the period covered by this License Agreement, and the Licensee hereby releases the Licensor from and agrees to indemnify the Licensor against claims for such loss, damage or injury.

The Licensee shall protect and defend at the Licensee's expense, counsel being subject to the Licensor's approval, and indemnify and hold harmless the Licensor and the Licensor's officers, employees, volunteers, and agents from and against losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any

award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of the Licensee's use of the War Memorial Auditorium and appurtenant grounds, or in connection with or arising directly or indirectly out of any act or omission of the Licensee or of any officer, employee, agent, invitee, exhibitor, subcontractor, or sublicensee of the Licensee.

38. The Licensee shall ensure that sufficient fire, emergency medical services, and police personnel, and parking attendants are on duty the entire number of days the event is open to the public. The police and parking attendants are engaged and scheduled by the Licensor, but the expense thereof is an obligation of the Licensee and paid for by the Licensee.

39. The Licensee shall ensure that no car or truck remain on the Auditorium grounds (grass) adjacent to the building, other than the time required to unload and load. All vehicles must be parked in the Auditorium's parking lots.

40. In the event the Licensee wishes to engage the service of one or more security guard(s), said service shall be arranged by the Licensor but paid for by the Licensee to the Licensor at final settlement. This security guard shall be for inside and/or outside use. Said security guard shall be on duty from at least 10:00 pm until 8:00 am during the full period of time displays, exhibits, merchandise, etc. are on the grounds. Any additional indoor security guard, if needed, shall be selected by the Licensor. Said indoor security guard shall not be allowed during his/her scheduled shift to leave the building to inspect exhibits which may be on the grounds of the Auditorium. He or she must remain in the building at all times. Every effort to protect the displays, exhibits, merchandise, etc. shall be made by the said security guard. The City shall not be held liable for loss by theft, damage or disappearance of displays, exhibits, merchandise, etc. from the building and/or grounds, except to the extent that such loss, theft or damage is caused by the negligent or wrongful act or omission of any of Licensor's employees while acting within the scope of their employment, and subject to the limitations of Section 768.28, Florida Statutes (2013), as may be amended or revised from time to time.

41. The Licensee shall require all exhibitors and sublicensees to lay polyethylene, no less than 6 mils thick, on the floor of the Auditorium (booths) prior to the installation or the laying of any building blocks, grass, concrete, fences, or any material requiring cement, mortar, sand, or dirt. The Licensee shall ensure that no nails are driven into any portion of the floors, walls or woodwork of the Auditorium.

42. The use of open clip sockets, latex, lamp cord wire, duplex or triplex attachment plugs in exhibits is prohibited. Any and all electrical cords shall be of the three wire, grounded type.

43. All aisle widths must comply with Fire Marshal orders or regulations.

44. Qualified representative/s of the Licensee shall be on duty in the Lobby of the Auditorium one (1) hour prior to the opening of the doors for admittance of the general public. The East inside Auditorium lobby doors, or any other exits, shall not be locked or otherwise fastened during the term of the Licensee's contract, except for security reasons and then only by authorized WMA employees.

45. This License Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party, or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

46. Licensee shall not discriminate in any of its activities related to this License Agreement against any person on the basis of race, color, gender, national origin, religion, age, disability, or marital status.

47. In the event any paragraph, section, sentence, or clause of this License Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect the remainder of this License Agreement, which shall remain in full force and effect.

48. This Agreement is subordinate to any emergency use invoked pursuant to Section 252.42, Florida Statutes (2013), as may be amended or revised, or pursuant to any applicable emergency management program or plan.

49. The Licensee's use of the War Memorial Auditorium is not an interest in real property.

50. Licensee shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the Licensee upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the Licensor and the Licensee hereby execute this License Agreement as follows:

CITY OF FORT LAUDERDALE

By: _____
Print Name: _____
Title: _____

ATTEST:

LICENSEE

By: _____
Print Name: _____
Secretary

By: _____
Print Name: _____
Title: _____

(Corporate Seal)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ as _____ for _____, a _____.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT 1
WAR MEMORIAL AUDITORIUM SERVICE CHARGES
Effective January 1, 2013

LABOR CHARGES

Services required by the War Memorial Auditorium shall be limited to those considered essential and as being beneficial to the Licensee during its occupancy of the Auditorium. The Management shall supply these services whether it be manpower or materials. Management shall act as the contractor and bill the Licensee for required time. The nature of the event determines the use of any personnel listed below. An 18% Administration Fee will be charged on all personnel costs. A service tax of 6% will be added to all labor charges, unless Licensee is tax exempt pursuant to Florida Statutes.

STAGE TECHNICIANS

A minimum of two persons for all events, including rehearsals, set-ups and strikes is required. Rehearsals may be scheduled at the discretion of the Management. Rehearsals are considered to be a "stage only" use of the building. The presence of any audience will generate a charge for an additional performance. All expenses incurred on behalf of the Licensee's rehearsal are an obligation of the Licensee, including manpower and all overtime. Licensor will order security when Licensor considers it necessary for the safety of occupants and building during rehearsals.

RATE

Hourly Rate, per person	\$ 24.00
Saturday & Sunday Hourly Rate, per person	\$ 36.00
Hourly Rate, per person, Midnight to 8:00 a.m., and after eight consecutive hours	\$ 36.00

ELECTRICIANS

The same pay rates as above apply for those persons laying down portable power distribution and the striking of the same system. During trade shows, a minimum of one person will be on duty for all hours when the building is occupied by exhibitors or show attendees. Management will decide if the show requires more than one person.

EVENT STAFF

RATE

House Supervisor, per hour	\$ 21.00
Box Office Cashier, per hour	\$ 15.00

Custodial Services, per hour*	\$ 18.00
Fire Marshal, per hour	\$ 80.00
Security officer, per hour, unarmed	\$ 18.00
Security officer, per hour, armed	\$ 24.00
Parking Lot Attendant, per hour	\$ 13.00
Park Ranger, per hour	\$ 30.00
Police, per hour	\$ 36.00
Registration/Phones per hour	\$ 15.00
Restroom Attendant, per hour	\$ 12.00
Ticket Takers, Ushers, Door Guards, per hour	\$ 14.00

(*Services shall be assessed to the Licensee for above normal duties or excess cleaning after a performance, if it becomes necessary, because of Licensee's occupancy.)

TICKETING CHARGES

Ticketmaster Internet and Phone sales 4%
 Credit card sales at WMA Box Office 4%
 Tickets printed at WMA Box Office \$0.25/ticket.
 Facility Fee \$2/ticket or admission fee, minimum.

PARKING FEES

\$6.00 minimum, per vehicle, for any event that is free and open to the public, or to which there are no tickets and/or admission charges.

EQUIPMENT CHARGES

<u>EQUIPMENT</u>	<u>RATE</u>
CD player, Mini Disc, or Multi Disc each per day	\$ 40.00
Chairs (portable), per day	\$ 1.00
Clean Up Fee (as needed)	\$400.00
Dumpster Fee (Licensee to Pay)	\$300.00
Pallet Jack per day	\$ 30.00
Electric 20 AMP per day	\$ 50.00
Load In Kit	\$ 25.00
Tables, 8' X 30"	\$ 9.00
Water Hookups per day	\$ 35.00
Wireless Mike per day	\$ 45.00
WIFI per day	\$ 75.00
Broadband internet for broadcasting	\$ 250.00
Portalets - Regular	Per City Contract Rate

Portalets – ADA	Per City Contract Rate
8 x 10 Curtain Booths (black only)	\$ 50.00
8 x 10 Curtain Booths with Sign	\$ 60.00
Includes skirted table and two chairs	
Pipe and Drape, per linear foot	\$ 2.25

CITY OF FORT LAUDERDALE
WAR MEMORIAL AUDITORIUM
EST. 1950

LICENSE AGREEMENT, WAR MEMORIAL AUDITORIUM

THIS AGREEMENT, made and entered into this _____ day of _____, is by and between the City of Fort Lauderdale, a Florida municipality, ("Licensor" or "City"), and

Legal Name: _____ ("Licensee")
Address: _____

Representative: _____
Phone: _____ Fax: _____
Email: _____

WITNESSETH:

WHEREAS, the City owns and operates the War Memorial Auditorium ("WMA"), located at 800 N.E. 8th Street, Fort Lauderdale, Florida, 33304; and

WHEREAS, the Licensee would like to present a _____ event at the War Memorial Auditorium, and the Licensee having duly determined the suitability of WMA for said event,

In consideration of the mutual promises set forth herein and other good and valuable consideration, the Licensor and the Licensee hereby agree as follows:

1. The Licensor does hereby grant to the Licensee a license to use the War Memorial Auditorium for the purpose of presenting a _____, and for no other purpose whatsoever, for the term of _____ () Performances on _____ Building access commencing at _____ o'clock _____ m. on the _____ day of _____ and terminating at _____ o'clock _____ m. on the _____ day of _____.

2. The Licensee shall pay the Licensor a license fee of _____ minimum or _____ () % of the gross receipts, excluding sales tax, if any, in excess of the stated minimum license fee, whichever is greater, plus expenses. When there is a matinee performance scheduled on the same day as an evening performance, the minimum license fee shall be increased by _____ (\$ _____). Rehearsals on the day of performance or otherwise, shall be an expense of the Licensee at a cost of _____ (\$ _____) per performance, plus personnel required. Rehearsals are considered Stage Only use. The presence of more than seventy-five spectators at a rehearsal will generate a charge for an additional performance.

3. The Licensor agrees to furnish water and electrical service for normal use, but any use of either in excess of what is reasonable in the City's sole opinion, is over and above what is included in the license fee and must be paid for by the Licensee within fourteen days following

Licensor's dispatch of an invoice therefor to the Licensee. In addition, Licensee shall pay Licensor for any help provided by the auditorium management and for the use of special equipment in accordance with the labor and equipment charges set forth in Exhibit 1, which is attached hereto and incorporated herein, within fourteen days following Licensor's dispatch of an invoice therefor to the Licensee.

4. The Licensor reserves the right exclusively to operate all food and drink concessions within and without the walls of the Auditorium. The Licensee shall ensure that no exhibitor, sublicensee or person shall offer for sale, give away, or otherwise dispose, or distribute, any drink, ice cream, candy, or food of any type, amount, quantity, or nature, without prior approval by Licensor.

5. Licensee agrees to have one (1) fifteen (15) minute intermission, or two (2) ten (10) minute intermissions for each stage performance, if any.

6. THIS AGREEMENT IS MADE AND ENTERED INTO UPON THE FOLLOWING EXPRESS COVENANTS AND CONDITIONS:

- a) Licensee shall pay City of Fort Lauderdale business tax, which is presently \$157.50 per year.
- b) Licensee shall ensure that all gun vendors are duly licensed firearm dealers.
- c) Licensee shall ensure that vendors perform background checks in connection with all gun sales pursuant to applicable Florida and federal law.
- d) Parking for Gun Show attendees shall be limited to designated War Memorial Auditorium parking areas.
- e) Licensee shall arrange and pay for police detail, which shall consist of a minimum of 5 reserve officers within WMA for general security, two officers to patrol WMA parking areas, two officers within WMA for policing of private weapons sales, and one supervisor.
- f) The number of required officers on detail shall be reassessed as conditions merit on a show to show basis, and is subject to change, in the Licensor's sole discretion.
- g) Licensee shall ensure that all weapons entering WMA, or on the premises of Holiday Park are encased in a corresponding soft or hard case or holster.
- h) Licensee shall ensure that there is a designated check-in and inspection table in the WMA lobby, where Licensee shall check, inspect, secure, and disable with wire ties, all firearms, and shall check, inspect, and secure any other weapons, that attendees wish to bring into the Gun Show. Licensee shall not allow into the Gun Show any firearms or other weapons that are not so secured and disabled.
- i) Any attendees not unloading firearms or who have live ammunition shall have said ammunition confiscated and they may not be allowed into the gun show at the discretion of the City of Fort Lauderdale police officer on detail.
- j) Weapons shall be inspected by a Sun Coast Gun Show staff member, who shall be supervised by a City of Fort Lauderdale police officer on detail. Only upon completion of this inspection, and with the firearm(s) secured and disabled, and any other weapon duly secured, shall Licensee allow an attendee to enter the Gun Show with a firearm or other weapon.

- k) Licensee shall not allow any Gun Show attendee to carry more than two firearms into the WMA.
- l) If a Gun Show attendee wishes to have work or repairs performed on a weapon and the vendor needs to remove the securing wire tie, Licensee shall ensure that the vendor reapplies the wire tie and secures the weapon made immediately upon completion of the repair.

7. In order to definitely reserve the specific dates hereinabove set forth, Licensee must execute this contract in duplicate and return both executed copies to Licensor for official signature of the Licensor, together with the required license fee within _____ (_____) days after date of this contract. Deposit Required: _____ All license fees are Non-Refundable, except in the case of a Force Majeure or Licensor's uncured material default.

8 The Licensee shall obtain and pay for any license required for all music and other performance rights as imposed by ASCAP, BMI, and any and all other similar licensors during Licensee's use of the Licensor's facilities. The Licensee shall protect and defend at Licensee's expense, counsel being subject to the City's approval, and indemnify and hold harmless the Licensor from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any music rights, performance rights, copyright, or any other intellectual property right in connection with the Licensee's event.

9. All Ticket Sales/Admission Fees on the day of the Performance(s) shall be sold by the Licensor *via* WMA's box office staff. All priced tickets and admission fees shall include a Facility Fee of \$ 2.00 each, which shall be paid to the Licensor. Licensee shall advertise all ticket prices and admission fees inclusive of WMA Facility Fees. WMA shall be entitled to twenty-four (24) complimentary tickets per event or performance. WMA reserves the right, at management's sole discretion, to withhold seats from public sale in order to satisfy any patron and/or equipment relocation needs. The Licensee shall furnish the Licensor in writing full and complete information concerning the types and numbers of all tickets sold, (advance sales and day of event sales) and the established ticket prices of such tickets, and shall furnish the Licensor with copies of all manifests and other reports furnished by Licensee to the Internal Revenue Service, all as promptly as may be possible. Complimentary, zero price, tickets shall be limited to 10% of the entire ticket manifest and are subject to approval by the WMA manager. The Licensor retains the right to make determination of ticket refunds for cause, in keeping with the Licensor's policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of projection equipment, failure to act, to show, or to perform within reasonable time of schedule provided by Licensee.

Licensee shall exclusively utilize WMA's computerized ticketing system for the sale of all tickets whether *via* outlets, phone centers, internet, or mobile devices. The distribution or sale of tickets and admission fees through any other channels, including discount websites, social media outlets, or Licensee's offices is prohibited without the express, written consent of the Licensor.

10. Any sum owed the Licensor by the Licensee for the use of WMA, and the cost of any accommodations, services or materials shall be deducted from the box office receipts of Licensee.

11. As a condition precedent to the effectiveness of this Agreement and prior to each event, Licensee shall provide to the Licensor a certificate of commercial general liability insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensor's risk manager, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and liability arising out of the indemnification provision. As a condition precedent to the effectiveness of this Agreement and prior to each event, Licensee shall provide to the Licensor a certificate of business auto liability insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensor's risk manager, in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos and other vehicles, hired autos and other vehicles, heavy equipment, non-owned autos and other vehicles. The commercial general liability policy shall name the City of Fort Lauderdale, a Florida municipality, as an additional insured. In addition, as a condition precedent to the effectiveness of this Agreement and prior to each event, Licensee shall provide to the Licensor a certificate of workers' compensation insurance, including employer's liability, with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensor's risk manager, with limits not less than \$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all state and federal laws. Licensee shall provide to the Licensor at least thirty (30) days written notice by registered or certified mail, return receipt requested, addressed to the WMA manager, prior to cancellation or modification of any required insurance. City reserves the right to adjust the insurance coverage requirements, depending upon the risk of loss and exposure to liability.

All required insurance policies shall cover all show set-up, move-in and move-out days.

12. Not later than seven (7) days before the first day of the event the Licensee shall furnish the Licensor a list of the performers, groups and/or actors that will be using WMA in any staged, theatrical, or concert performance.

13. The Licensee shall reimburse the Licensor all reasonable additional expenses incurred by the Licensor for and on behalf of the Licensee's event. Services and personnel required and expenses incurred by WMA shall be limited to those which are, in the Licensor's opinion essential, beneficial and normally required of a licensee during its occupancy of the

Auditorium. All charges will be itemized on the Licensor's final statement when presented to the Licensee for payment. Licensor shall provide final statement and conduct the final settlement with Licensee the first business day following the closing performance day of the event. All services are subject to six percent Florida sales tax, unless Lessee is tax exempt pursuant to Florida law.

14. Any and all riders attached to this Agreement become part of this Agreement, with the same force and effect as though written into the body thereof.

15. The Licensee shall comply with all laws of the United States, the laws of the State of Florida, including but not limited to the Florida Building Code and the Florida Fire Prevention Code, all ordinances of the City of Fort Lauderdale, and all rules and requirements of the Police and Fire Departments and other municipal authorities of the City of Fort Lauderdale, and shall not do, nor allow to be done, anything on said premises during the term of this License Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of said Licensee is called to any such violation on the part of said Licensee, or of any person employed by or admitted to the said premises by said Licensee, such Licensee shall immediately desist from and correct the violation. Licensee shall obtain and pay for all necessary permits and licenses. Licensee shall abide by all rules and regulations promulgated by the Licensor in regard to the use of the War Memorial Auditorium and/or Holiday Park.

16. Licensor shall retain the right to cause the interruption of any performance, or event, and likewise to cause the termination of such performance, or event, when in the judgment of WMA Management, such action is necessary in the interests of public safety. Should it become necessary, in the judgment of WMA Management, to evacuate the premises because of an emergency, or for other reasons of public safety, the Licensee shall retain use of the premises for sufficient time to complete presentation of its activity without additional charge providing such time does not interfere with another licensee's use of the building. If it is not possible to complete presentation of the activity, the license fee shall be forfeited, prorated, or adjusted at the discretion of the Licensor based upon the situation; and the Licensee hereby waives any claim for damages or compensation from the Licensor. Licensor reserves the right to make such announcements as are deemed necessary at any time in the interest of public safety. Licensee agrees that it will cooperate with the delivery of such announcements for public safety, including but not limited to announcements to require patrons to return to their seats or to enter or leave the premises.

17. Should the Licensee cancel the event covered under this Agreement, and in the event that the WMA cannot be licensed otherwise on that date, the deposit amount shall be forfeited by the Licensee and the amount applied to the full basic license fee shall be payable by the Licensee to the Licensor as liquidated damages, not as penalty, and Licensee agrees also to pay any other expenses incurred by the Licensor in connection with the event covered by the Agreement.

18. The Licensor reserves the right to cancel this Agreement for good cause. In the event the Licensor exercises its right, it shall refund to the Licensee any basic license fee paid to the Licensor.

19. Should the Licensee default in the performance of any of the terms or conditions of this Agreement, the Licensor at its option may terminate the same and the Licensee shall be liable for the full amount of the basic license fee provided for herein, less the license fees received from others for use of the premises at the time or times specified in this Agreement. Any deposit made by the Licensee to the Licensor, however, shall, upon default, be retained by the Licensor for liquidated damages as an offset to expenses incurred, and not as a penalty.

20 The Licensee shall not injure, nor mar, nor in any manner deface the WMA, and shall not cause or permit to be driven nails, hooks, tacks or screws into any part of said premises, and will not make, nor allow to be made any alterations of any kind therein.

21. In the event the premises or any portion of the WMA or its equipment, during the term of this License Agreement is damaged by the act, default, or negligence of the Licensee or any of the Licensee's agents, employees, subcontractors, exhibitors, attendees or guests, Licensee shall promptly pay to Licensor such sum as shall be necessary to restore said premises to their condition at the time of the commencement of this License Agreement.

22 Licensee authorizes Licensor to arrange for and have on duty at all necessary times sufficient police force, as determined by City, to maintain order and protect persons and property, with the express understanding that Licensee, in final settlement, shall pay for such services of such police force. Upon request from Licensor, Licensee shall immediately reassign or remove from the Event any of its employees or personnel, including any supervisory personnel, who, in the sole judgment of Licensor, engage in improper conduct, or are not otherwise, in the reasonable judgment of Licensor, suitable or acceptable to perform their duties or any tasks assigned to them. Licensee and its employees, personnel and agents shall comply with and conform to all rules, regulations and directives issued by Licensor or its designees from time to time.

23. The Licensee will permit no chair, movable seat, or other obstruction, to be or remain in the passageways, and will keep said passageways clear at all times. The Licensee shall not permit the entrance doors to be locked during any period when the public is allowed into the Auditorium.

24. The Licensee shall not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, showbills, lithographs, posters or cards of any description, inside or in front, or on any part of said building, except upon the regular billboards provided and/or authorized by the Licensor therefor, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters or cards upon said billboards as relate to the performance or exhibit that is the subject of this License Agreement. Further, Licensee shall not post any signs in violation of any of the City's ordinances. Posting of signs in violation of any of the City's ordinances may result in immediate termination of this Agreement and of the event by City. Licensee shall be given reasonable opportunity to remedy any such default or breach.

25. The Licensee shall not admit to the WMA a larger number of persons than the legal capacity thereof will accommodate or can safely or freely move about in said licensed areas, and

the decision of the WMA management in this respect shall be final. This provision applies to any type event, show or performance.

26. The Licensor shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held at the WMA, and the Licensee, or any persons in Licensee's employ, shall not collect nor interfere with the collection or custody of such articles. Notwithstanding the foregoing, Licensor shall notify Licensee of any equipment or articles inadvertently left at the facility by Licensee and provide Licensee with a reasonable opportunity to remove same prior to removal or disposal by Licensor.

27. The Licensor reserves the right to remove from the building and/or the appurtenant grounds all Licensee's effects remaining in the building and/or the appurtenant grounds after termination time specified at the expense of Licensee and to charge Licensee \$200.00 per day for the time after the termination date specified herein for any property remaining in the building and/or on the appurtenant grounds, provided however, in the event of a Force Majeure, Licensee shall have a reasonable period of time at no expense.

28. The authorized representatives of the Licensor may enter the WMA building and all of the appurtenant grounds and premises, including any outside structure, tent, or fixture, at any time.

29. Absent the express, written approval of the City of Fort Lauderdale Fire Marshal, Licensee shall not erect or operate any engine, motor or machinery on the premises, shall not use oil, burning fluids, camphene, kerosene, naphtha, solvents or gasoline for mechanical or other purpose, and shall not use any agent other than electricity for illuminating the premises. .

Licensee shall drain the fuel tanks of any and all equipment, automobiles, boats or other types of display wherein a fuel tank is attached, including auxiliary fuel tanks and outboard motors prior to bringing any of such equipment into the WMA. No type of fuel shall be placed in any fuel tanks until any and all equipment, automobiles, boats or other types of display have been placed outside the building.

Licensee authorizes Licensor to arrange for and have on duty at all necessary times sufficient Fire-Rescue Department personnel, as determined by City, to protect persons and property, with the express understanding that Licensee, in final settlement, shall pay for such services of such Fire Department personnel.

30. In any legal action to collect any fees, charges or expenses due from Licensee hereunder, the Licensee agrees to pay to Licensor Licensor's reasonable attorney fees and costs.

31. The Licensee shall not assign, transfer, or sublicense this License Agreement or any part thereof, nor suffer or permit any use of said premises other than as herein specified, nor sublicense the premises or any part thereof, without the prior written consent of the Licensor.

32. No horses or other animals shall be brought into said building, or grounds, without the express consent of Licensor, and then under such regulations as may be made by the Licensor.

33. The Licensee agrees that at no time will the ticket sales exceed the seating capacity and/or the number of individuals that can safely move about in said licensed areas. The decision of the Licensor in this respect shall be final.

34. All decorative material must be flame-proof before the same will be allowed in the building.

35. After unpacking all boxes, cartons, etc., Licensee shall place all loose packing material, paper, etc., in boxes or other containers, and Licensee shall move such boxes and containers to a safe place for storage, as the Licensor directs.

36. In the event the said facility, or any part thereof, is destroyed by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this License Agreement by the Licensor impossible ("Force Majeure"), then and thereupon this License Agreement shall terminate, and the Licensee shall pay the pro rata portion of the license fee for use of said premises to the time of such termination, plus any other documented out of pocket expenses incurred by Licensor which are due Licensor under Section 13 above, and any amounts which are due to Licensor in accordance with Sections 2 and 6 above (after taking into account any refunds which may be due).

37. The Licensor shall not be responsible for any damage or injury that may happen to the Licensee, or to the Licensee's agents, servants, employees, actors, vendors, or property from any cause whatsoever, prior, during or subsequent to the period covered by this License Agreement, and the Licensee hereby releases the Licensor from and agrees to indemnify the Licensor against claims for such loss, damage or injury.

The Licensee shall protect and defend at the Licensee's expense, counsel being subject to the Licensor's approval, and indemnify and hold harmless the Licensor and the Licensor's officers, employees, volunteers, and agents from and against losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of the Licensee's use of the War Memorial Auditorium and appurtenant grounds, or in connection with or arising directly or indirectly out of any act or omission of the Licensee or of any officer, employee, agent, invitee, exhibitor, subcontractor, or sublicensee of the Licensee.

38. The Licensee shall ensure that sufficient fire, emergency medical services, and police personnel, and parking attendants are on duty the entire number of days the event is open to the public. The police and parking attendants are engaged and scheduled by the Licensor, but the expense thereof is an obligation of the Licensee and paid for by the Licensee.

39. The Licensee shall ensure that no car or truck remain on the Auditorium grounds (grass) adjacent to the building, other than the time required to unload and load. All vehicles must be parked in the Auditorium's parking lots.

40. In the event the Licensee wishes to engage the service of one or more security guard(s), said service shall be arranged by the Licensor but paid for by the Licensee to the Licensor at final settlement. This security guard shall be for inside and/or outside use. Said security guard shall be on duty from at least 10:00 pm until 8:00 am during the full period of time displays, exhibits, merchandise, etc. are on the grounds. Any additional indoor security guard, if needed, shall be selected by the Licensor. Said indoor security guard shall not be allowed during his/her scheduled shift to leave the building to inspect exhibits which may be on the grounds of the Auditorium. He or she must remain in the building at all times. Every effort to protect the displays, exhibits, merchandise, etc. shall be made by the said security guard. The City shall not be held liable for loss by theft, damage or disappearance of displays, exhibits, merchandise, etc. from the building and/or grounds, except to the extent that such loss, theft or damage is caused by the negligent or wrongful act or omission of any of Licensor's employees while acting within the scope of their employment, and subject to the limitations of Section 768.28, Florida Statutes (2013), as may be amended or revised from time to time.

41. The Licensee shall require all exhibitors and sublicensees to lay polyethylene, no less than 6 mils thick, on the floor of the Auditorium (booths) prior to the installation or the laying of any building blocks, grass, concrete, fences, or any material requiring cement, mortar, sand, or dirt. The Licensee shall ensure that no nails are driven into any portion of the floors, walls or woodwork of the Auditorium.

42. The use of open clip sockets, latex, lamp cord wire, duplex or triplex attachment plugs in exhibits is prohibited. Any and all electrical cords shall be of the three wire, grounded type.

43. All aisle widths must comply with Fire Marshal orders or regulations.

44. Qualified representative/s of the Licensee shall be on duty in the Lobby of the Auditorium one (1) hour prior to the opening of the doors for admittance of the general public. The East inside Auditorium lobby doors, or any other exits, shall not be locked or otherwise fastened during the term of the Licensee's contract, except for security reasons and then only by authorized WMA employees.

45. This License Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party, or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

46. Licensee shall not discriminate in any of its activities related to this License Agreement against any person on the basis of race, color, gender, national origin, religion, age, disability, or marital status.

47. In the event any paragraph, section, sentence, or clause of this License Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect the remainder of this License Agreement, which shall remain in full force and effect.

48. This Agreement is subordinate to any emergency use invoked pursuant to Section 252.42, Florida Statutes (2013), as may be amended or revised, or pursuant to any applicable emergency management program or plan.

49. The Licensee's use of the War Memorial Auditorium is not an interest in real property.

50. Licensee shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the Licensee upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the Licensor and the Licensee hereby execute this License Agreement as follows:

CITY OF FORT LAUDERDALE

By: _____

Print Name:

Title:

ATTEST:

LICENSEE

By: _____
Print Name: _____
Secretary

By: _____
Print Name: _____
Title:

(Corporate Seal)

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as _____ for _____, a _____.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT 1
WAR MEMORIAL AUDITORIUM SERVICE CHARGES
Effective January 1, 2013

LABOR CHARGES

Services required by the War Memorial Auditorium shall be limited to those considered essential and as being beneficial to the Licensee during its occupancy of the Auditorium. The Management shall supply these services whether it be manpower or materials. Management shall act as the contractor and bill the Licensee for required time. The nature of the event determines the use of any personnel listed below. An 18% Administration Fee will be charged on all personnel costs. A service tax of 6% will be added to all labor charges, unless Licensee is tax exempt pursuant to Florida Statutes.

STAGE TECHNICIANS

A minimum of two persons for all events, including rehearsals, set-ups and strikes is required. Rehearsals may be scheduled at the discretion of the Management. Rehearsals are considered to be a "stage only" use of the building. The presence of any audience will generate a charge for an additional performance. All expenses incurred on behalf of the Licensee's rehearsal are an obligation of the Licensee, including manpower and all overtime. Licensor will order security when Licensor considers it necessary for the safety of occupants and building during rehearsals.

RATE

Hourly Rate, per person	\$ 24.00
Saturday & Sunday Hourly Rate, per person	\$ 36.00
Hourly Rate, per person, Midnight to 8:00 a.m., and after eight consecutive hours	\$ 36.00

ELECTRICIANS

The same pay rates as above apply for those persons laying down portable power distribution and the striking of the same system. During trade shows, a minimum of one person will be on duty for all hours when the building is occupied by exhibitors or show attendees. Management will decide if the show requires more than one person.

EVENT STAFF

RATE

House Supervisor, per hour	\$ 21.00
Box Office Cashier, per hour	\$ 15.00

Custodial Services, per hour*	\$ 18.00
Fire Marshal, per hour	\$ 80.00
Security officer, per hour, unarmed	\$ 18.00
Security officer, per hour, armed	\$ 24.00
Parking Lot Attendant, per hour	\$ 13.00
Park Ranger, per hour	\$ 30.00
Police, per hour	\$ 36.00
Registration/Phones per hour	\$ 15.00
Restroom Attendant, per hour	\$ 12.00
Ticket Takers, Ushers, Door Guards, per hour	\$ 14.00

(*Services shall be assessed to the Licensee for above normal duties or excess cleaning after a performance, if it becomes necessary, because of Licensee's occupancy.)

TICKETING CHARGES

Ticketmaster Internet and Phone sales 4%
 Credit card sales at WMA Box Office 4%
 Tickets printed at WMA Box Office \$0.25/ticket.
 Facility Fee \$2/ticket or admission fee, minimum.

PARKING FEES

\$6.00 minimum, per vehicle, for any event that is free and open to the public, or to which there are no tickets and/or admission charges.

EQUIPMENT CHARGES

<u>EQUIPMENT</u>	<u>RATE</u>
CD player, Mini Disc, or Multi Disc each per day	\$ 40.00
Chairs (portable), per day	\$ 1.00
Clean Up Fee (as needed)	\$400.00
Dumpster Fee (Licensee to Pay)	\$300.00
Pallet Jack per day	\$ 30.00
Electric 20 AMP per day	\$ 50.00
Load In Kit	\$ 25.00
Tables, 8' X 30"	\$ 9.00
Water Hookups per day	\$ 35.00
Wireless Mike per day	\$ 45.00
WIFI per day	\$ 75.00
Broadband internet for broadcasting	\$ 250.00
Portalets -- Regular	Per City Contract Rate

Portalets – ADA	Per City Contract Rate
8 x 10 Curtain Booths (black only)	\$ 50.00
8 x 10 Curtain Booths with Sign	\$ 60.00
Includes skirted table and two chairs	
Pipe and Drape, per linear foot	\$ 2.25