

**CITY OF FORT LAUDERDALE  
FY 2024 SPONSORSHIP AGREEMENT**

THIS CITY OF FORT LAUDERDALE FY 2024 SPONSORSHIP AGREEMENT, ("Agreement" or "agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, is by and between the City of Fort Lauderdale, a Florida municipality, ("City" or "CITY"), whose address is 101 NE 3<sup>rd</sup> Avenue, Suite 1400, Fort Lauderdale, Florida, 33301, and Lauderdale Air Show, LLC, a Florida limited liability company, ("Recipient" or "Contractor"), (collectively, "parties" or "Parties"), whose principal place of business is 5700 N. Harbor City Blvd., Suite 280, Melbourne, FL 32940.

WHEREAS, the Recipient is the organizer, promoter, administrator and producer of the Lauderdale Airshow on Fort Lauderdale Beach ("Event"); and

WHEREAS, the City recognizes that the Lauderdale Air Show is a marquee event, and, as such, is willing to enter into an agreement and provide certain City funds for advertising and promotional purposes; and

WHEREAS, the City recognizes that the Event serves a legitimate public and municipal purpose as a community-based event that promotes aviation and supports the United States military service through aircraft exhibits, attractions, community engagement, and aerial demonstrations;

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

**I. SCOPE OF SERVICES**

**A. Activities**

The event and planned activities include aircraft flight demonstrations and ancillary activities such as entertainment, exhibits, souvenir and refreshment sales and evening hospitality events at local venues for pilot meet-and-greets, not to exceed the amount set forth in Section III, PAYMENTS, of this Agreement.

**B. Deliverables**

The Recipient shall use the funds provided by the City pursuant to this Agreement to coordinate, promote and produce the Lauderdale Airshow on Fort Lauderdale Beach on May 11 – 12, 2024.

City understands that the Event presents a significant opportunity to promote the Fort Lauderdale Executive Airport ("airport", "Airport" or "FXE"), its services, and its facilities to the public and the industry, and to raise airport revenue in connection with the Event. Accordingly, Recipient agrees to provide the City the following promotional and marketing benefits for the airport, for the Event:

- a. In all advertising and printed promotional materials designed and produced or caused to be produced by Recipient after the execution of this Agreement, the phrase "Flown from Fort Lauderdale Executive Airport" or "Flown from FXE" shall be prominently included.

- b. The official Event logo will include the Airport's logo or reference to the Airport.
- c. The Airport shall have the designation "Official Airport" of the Event.
- d. Applicant shall host a "Fly In" page on the Event website, promoting the Airport and specifically providing information for private aircraft owners and operators regarding:
  - i. The sale of fuel at the Airport.
  - ii. Other aeronautical services available from fixed-base operators at the Airport.
- e. Use the official Event marks, in any City-initiated marketing or promotion of the Event.
- f. The following online and social media deliverables:
  - i. The Airport's logo/link on bottom bar of all of Recipient's/Event's web pages
  - ii. The Airport's logo in all of Applicant's e-mail newsletters
  - iii. The Airport's logo on all online Event tickets
- g. During the Event, a custom-sized island exhibit space of up to 1,000 square feet with prime placement near the intersection of Sunrise Blvd and State Road AIA for the purpose of marketing the Airport's facilities and services. Exhibit space can be allocated at Airport's discretion and made available to airport tenants.
- h. In the Official Event Program Guide:
  - i. A full-page advertisement on an inside cover position, prominently displaying the Airport's logo and marketing the Airport's facilities and services
  - ii. The Airport's logo on the front cover
  - iii. The Airport's logo on the sponsor recognition page
- i. On-site promotional assets:
  - i. Placement of up to twelve (12) City-provided 4' x 8' banners on the fences in and around show center
  - ii. Twelve (12) custom narration spots per day on the public address system
  - iii. The Airport's logo on all directional ID signs
- j. Event hospitality assets:
  - i. Corporate Chalet for 100 guests per day (up from 50 per day)
  - ii. Food & beverage for 100 guests per day in the Corporate Chalet (up from 50 per day)
  - iii. Prime placement of chalet near the Air Show VIP Chalet
  - iv. 30 one-day VIP parking passes (15 each day)
  - v. 200 one-day custom Sponsor branded admission tickets (100 each day)
  - vi. Sponsorship of STEM event at location selected by Airport during show week

Date and time subject to approval of performers and Show:

- i. Invitation to all public and private performer social events
- ii. Invitation to use a 50-person VIP chalet for a registered non-profit of the Airport's choosing, subject to availability

Recipient shall send all advertising and promotional materials listed in this Section that include the Airport's logo, references to the Airport, or "FXE," to the Airport Director for approval at least thirty (30) days prior to publication. The Airport Director shall have the authority to revise any and all advertising and promotional materials that include the Airport's logo or references to the Airport or "FXE." Recipient shall not publish any advertising or promotional materials that reference the Airport or contain the Airport's logo unless it has been approved in writing by the Airport Director.

Recipient shall comply with, including but not limited to: all applicable federal, state, and local laws, codes, ordinances, rules, regulations, Section 25-23 of the Code of Ordinances of the City of Fort Lauderdale, Florida, and the Unified Land Development Code in performing Recipient's duties, responsibilities, and obligations pursuant to this agreement.

## **II. TERM AND TIME OF PERFORMANCE**

The term of this Agreement is from February 20, 2024, through February 19, 2025. The effectiveness of this Agreement is subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds.

## **III. PAYMENT**

The total amount to be paid by the City pursuant to this Agreement shall not exceed \$200,000, subject to and conditioned on the City's annual budget appropriation to fund this Agreement and the availability of funds.

## **IV. NOTICES**

Notices required by or otherwise related to 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.

### **City**

Greg Chavarria  
City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 1430  
Fort Lauderdale, FL 33301

Recipient  
Lauderdale Air Show, LLC  
PO Box 360857  
Melbourne, FL 32936  
Attn: Bryan S. Lilley

**V. 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 Recipient 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 Recipient is an independent contractor.

**B. Indemnification**

Recipient shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, volunteers and agents from and against any and all lawsuits, penalties, claims, damages, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Recipient's acts or omissions in Recipient'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 of any patent, trademark, copyright or of any other tangible or intangible 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. This Section shall survive the expiration or early termination of this Agreement.

**C. Amendments**

No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith, except that the City may, in the City's sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines or policies, the availability of funds, or for other reasons.

**D. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,**

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002,  
CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444,  
FORT LAUDERDALE, FLORIDA 33301,  
[PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2023), 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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.

#### **E. Repayment**

1. If the Recipient fails to perform or cancels the Event, for whatever reason whatsoever, during the term of this agreement, Recipient shall return to the City, the total amount of actual funds paid by the City to Recipient, within thirty (30) days of such failure to perform or cancellation. The City's right to pursue the repayment of funds shall survive the expiration or early termination of this agreement.
2. If the Recipient 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 law 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 Recipient for all or any part of the properties of Recipient; or if within ten (10) days after commencement of any proceeding against the Recipient, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law 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 Recipient, of any trustee, receiver, or liquidator of the Recipient, 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.

#### **F. Severability**

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.

#### **G. Non-Discrimination**

The Recipient shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Recipient certifies and represents that the Recipient offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Recipient will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Recipient to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Recipient fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Recipient complies with Section 2-187.
5. The Recipient may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

#### **H. Scrutinized Companies**

The Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5)

of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.

## **I. Compliance**

The Recipient shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

## **J. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Applicant, at the Applicant's 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 the Applicant. The Applicant shall provide the City a certificate of insurance evidencing such coverage. The Applicant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Applicant shall not be interpreted as limiting the Applicant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Applicant for assessing the extent or determining appropriate types and limits of coverage to protect the Applicant against any loss exposure, 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 the 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 and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Applicant. The coverage shall contain no special limitation on the scope of protection

afforded to the City or the City's officers, employees, and volunteers.

**Aircraft Liability**

Coverage must be afforded in an amount not less than \$5,000,000 per occurrence for any aircraft operations.

**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.

**Liquor Liability**

Applicant shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Applicant shall provide written documentation to confirm that coverage already applies to this Agreement.

**Business Automobile Liability**

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

If the Applicant does not own vehicles, the 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.

**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.

The Applicant waives, and the Applicant shall ensure that the Applicant's insurance carrier waives, all subrogation rights against the City and the City's officers, 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.

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



### **Insurance Certificate Requirements**

- a. The Applicant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The 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 the 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 goes beyond the expiration date of the insurance policy, the 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 named 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 the 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  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

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

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

The Applicant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Applicant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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

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

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

#### **K. Subcontractors**

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold harmless City, and City's officers, employees, and agents, from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. This Section shall survive the expiration or early termination of this Agreement.

#### **L. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the

subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

## **M. Audit**

The City or the City's designee may audit the books, records, and accounts of the Recipient that are related to this Agreement. The Recipient shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The Recipient shall preserve and make available, at reasonable times for examination and audit by the City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the Recipient shall retain the books, records, and accounts until resolution of the audit findings. The Recipient shall comply with all requirements of the Florida public records law; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the Recipient. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance of funding and

recovery of any payment upon such incomplete or incorrect entry.

#### **N. 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.

#### **O. Waiver**

The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

#### **P. Entire Agreement**

This Agreement shall constitute the entire agreement between City and Recipient for the use of funds received pursuant to this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Recipient with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. Neither this Agreement nor any interest in this Agreement may be assigned, transferred, or encumbered by the Recipient without the prior written consent of the City. All representations and warranties made herein regarding the Recipient's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

#### **Q. Governing Law; Venue**

This Agreement shall be governed by and construed in accordance with 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 the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

#### **R. Termination for Convenience**

The CITY has the unqualified and absolute right to terminate this Agreement at any time upon written notice by the CITY to the Recipient, in which event, the Recipient shall be paid its compensation for services performed up to the termination date. In the event that the Recipient abandons this Agreement or causes it to be terminated, the Recipient shall indemnify the CITY against any losses pertaining to such termination.

#### **S. Attorney Fees**

In the event that either party brings suit for enforcement of this Agreement, the Recipient

shall pay the City's attorney fees and costs. This Section shall survive the expiration or early termination of this Agreement.

#### **T. Legal Representation**

It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

#### **U. Foreign Countries of Concern**

As a condition precedent to the effectiveness of this Agreement, the Recipient shall provide the City with an affidavit signed by an officer or representative of the Recipient under penalty of perjury attesting that the Recipient does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2023), as may be amended or revised.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Recipient execute this Agreement as follows:

**FOR THE CITY**

ATTEST:

City of Fort Lauderdale

\_\_\_\_\_  
David R. Soloman, City Clerk

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

By: \_\_\_\_\_  
Greg Chavarria, City Manager

Approved as to form and correctness:

Thomas J. Ansbro, City Attorney

By: \_\_\_\_\_  
Kimberly Cunningham Mosley  
Assistant City Attorney

**LAUDERDALE AIR SHOW, LLC**

WITNESSES:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

By: \_\_\_\_\_  
BRYAN S. LILLEY  
Manager

(CORPORATE SEAL)  
STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or  
☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Bryan S. Lilley, as Manager for  
Lauderdale Air Show, LLC., a Florida Limited Liability Company.

(SEAL)

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

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_