

TEMPORARY BEACH LICENSE AND OUTDOOR EVENT AGREEMENT

**2025 PANTHERS SCF  
POST-SEASON CELEBRATION**



CITY OF FORT LAUDERDALE

# ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 02/04/2025

The undersigned, on behalf of Florida Panthers Hockey Club, Ltd.,  
(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a Florida nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,  
(State entity is registered)  
hereby deposes and says:

1. My name is Matthew Caldwell.  
(Print complete name of corporate officer/authorized representative)
2. I am an X officer or        authorized representative (Select one) of the Nongovernmental Entity. My title is: President/CEO.  
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: 

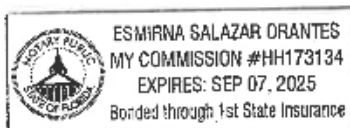
Office Address: 1 Panther Parkway, Sunrise, FL 33323

Email Address: legal@floridapanthers.com

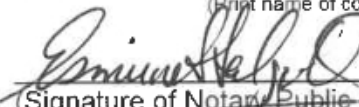
Main Phone Number: 954-835-7000 FEIN No.: 65-0401302

STATE OF Florida  
COUNTY OF Broward

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of June, 2025, by Matthew Caldwell.  
(Print name of corporate officer/representative)



(NOTARY SEAL)

  
(Signature of Notary Public) State of       

Esmirna Salazar Orantes  
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced

# **CITY OF FORT LAUDERDALE**

## **TEMPORARY BEACH LICENSE AND OUTDOOR EVENT AGREEMENT**

**THIS AGREEMENT**, with an effective date of June 20, 2025, is entered into by and between:

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

and

**FLORIDA PANTHERS HOCKEY CLUB, LTD.**,  
a Florida limited partnership, hereinafter referred to as  
“**Applicant**.”

WHEREAS, subject to the terms and conditions contained herein, Applicant has requested approval from the City to conduct the **Panthers SCF Post-Season Celebration**, for a celebratory event and road parade on the City beach to celebrate the Applicant’s triumphant victory in the Stanley Cup, which includes a beachfront celebratory event with amplified music, hereinafter referred to as the “**Event**;”

WHEREAS, in accordance with the terms hereof, Applicant shall provide the required certificates of insurance and agrees to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that occurs as a result of the actions or inactions of Applicant in connection with and/or as a result of the operation of said Event as set forth herein; and

WHEREAS, the City and Applicant desire to celebrate the Florida Panthers' triumphant victory in the Stanley Cup; and

WHEREAS, the City recognizes the significant achievements of the Florida Panthers and the team's contribution to uniting the community and boosting local spirit; and

WHEREAS, the City wishes to honor the Florida Panthers by hosting a parade and celebratory event that showcases the team's success and provides an opportunity for the community to participate in the celebrations; and

WHEREAS, the City recognizes that the Event is a unique branded event requiring significant capital and time investment and, as such, is willing to entertain extensions to this Agreement to accommodate any unforeseen scheduling conflicts by Applicant during the term of this Agreement, and the City will not enter into an Agreement or approve an event permit for another event on the same date and time as Applicant’s Event, not produced by the Applicant, which is substantially similar in size, scope, magnitude, and character to the Event; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **RECITALS AND EXHIBITS INCORPORATED.** The foregoing recitals are true and correct and incorporated herein by this reference. All attached and referenced Exhibits are also incorporated herein by this reference.

**DEFINITIONS.** For the purposes of this Agreement and the various covenants, conditions, terms and provisions that follow, the Definitions set forth below are assumed to be true and correct and are therefore agreed upon by the parties:

a. “Agreement” means this Agreement between the City and Applicant, including all of the attached and referenced Exhibits, as the same may be amended in writing from time to time, with an original on file with the City Clerk.

b. “Applicant” means Florida Panthers Hockey Club, Ltd., a Florida limited partnership.

c. “City” means the City of Fort Lauderdale, Florida, a municipal corporation of the State of Florida, of which the City Commission is its governing body.

d. “Contract Administrators” means the City of Fort Lauderdale’s City Manager for the City or designee and the authorized designees of Florida Panthers Hockey Club, Ltd. When administering this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrators. Except as provided for in this Agreement, the Contract Administrators may not make any change to this Agreement without the approval and formal amendment to this Agreement in writing by City and Applicant.

e. “City Manager” means the City of Fort Lauderdale’s City Manager or her designee.

f. “Event Impact Areas” means the areas outside the Event Site that are directly impacted by the Event and because of the impact to these areas, mitigating services are provided at the sole cost of the Applicant including, without limitation, police services, emergency medical services, traffic control, crowd control and trash removal. The Event Impact Areas shall be determined by the City in consultation with Applicant and may change over time as the attendance at the event or the use of mass transit service changes. In the event of a disagreement between Applicant and the City regarding the Event Impact Areas, the City Manager’s reasonable decision shall be final as to the determined Event Impact Areas.

g. “Event Period” means the time periods for the Event, as more fully described in **Exhibit “A”** of this Agreement.

h. “Event Site” means collectively the area on the barrier island used to hold the Event from along State Road A1A from Fort Lauderdale Beach Park to Vistamar Street, and the pre-staging area located at Holiday Park, as more specifically described in **Exhibit “B”** as part of the Site Plan.



i. “Maintenance of Traffic Plan” also referred to as MOT Plan shall have the meaning given to such term in Section 5 of this Agreement and more specifically described in **Exhibit “C”** upon timely submission in accordance with this Agreement.

j. “Public Safety Plan” shall have the meaning given to such term in Section 5 of this Agreement.

k. “Repair” shall mean any work (including all third party labor, supplies, materials and equipment) reasonably necessary to repair, restore, or replace any equipment, building, structure or any other component of the Event Site, if such work is solely necessitated by any damage or destruction, including any damage or destruction resulting from the acts or omissions of other parties, including licensees or invitees of the Applicant, related to the Event. Repairs shall also include work necessitated by damage or destruction caused by the negligence of the Applicant and/or their agents, employees, contractors or subcontractors.

l. “Site Plan” shall have the meaning given to such term in Section 7, and more specifically described in **Exhibit “D.”**

m. “Term” shall have the meaning given to such term in Section 3.

**2. PERMISSION TO USE.** Subject to the terms hereof, Applicant is hereby authorized and entitled to use the portions of the Event Site owned by the City during the Event Period in order to conduct the Event. The actual extent of the area to be used shall be limited by the water line and the MOT Plan and the approval by City of all street closures, including those streets and transportation corridors that are defined as part of the Event Site as allowed by law. It is Applicant’s sole responsibility to obtain written permission from owner(s) of any portion of the property described in the Event site that is not owned by the City. The right to use the Event Site does not imply that the Applicant is automatically allowed to close the streets and transportation corridors that are defined as part of the Event Site. Other City properties, if appropriate and mutually agreed upon in writing by the City and Applicant, may also be used for the Event. Upon request, the City Manager or designee shall have the right to approve or deny the use of promotional materials and advertising for the Event, which approval shall not be unreasonably withheld. If, upon review, the City Manager or designee denies the use of certain promotional materials, the City shall identify with specificity the basis for such denial and the Applicant shall use best efforts to remove the specifically restricted materials from future publication. All alcohol sales during the Event shall be governed in accordance with all applicable Florida Statutes and sections of the City of Fort Lauderdale Code of Ordinances.

### **3. TERM:**

The Term of this Agreement shall commence upon execution of this Agreement by all Parties and shall expire on July 1, 2025. The obligations of the parties to pay any costs and expenses hereunder and to provide indemnification as provided herein, and the provisions of Sections 19 through 22 shall survive any termination of this Agreement.

### **4. TEMPORARY BEACH LICENSE GENERAL TERMS.**

The terms and conditions outlined in Sections 8-54 and 8-55 of the Code of Ordinances of the City of Fort Lauderdale, shall be incorporated into this Agreement as if fully stated herein.

5. **PUBLIC SAFETY PLAN FOR THE EVENT.** Because of the physical size of the Event and the number of people that may attend, City shall arrange for all necessary personnel to provide public safety at the Event Site and Event Impact Areas. The parties will consult with each other in regard to the levels of security including the scaling down of such services for the set up and breakdown of the Event. City reserves the right to require, in good faith, that additional services be provided to ensure the appropriate level of public safety and other City services. These services shall include, without limitation, crowd control, traffic management, fire rescue, ocean rescue, emergency medical services, and police services. Additionally, City has determined that the size and scale of the event will require City to erect and operate an onsite field medical tent, which shall be a reimbursable expense, as provided for in Section 22 of this Agreement. Applicant is required to provide signage, traffic barricades, and cones to facilitate public safety and will set up and remove same at no cost to the City.
- a. The Applicant shall provide a Public Safety Plan to City prior to the Event. This plan shall include, but not be limited to, the Applicant's planned actions to respond to and mitigate various potential criminal and emergency incidents which may occur during the Event. After receiving the final private security and Event Public Safety Plan from the Applicant, the City shall work with the Applicant in order to properly determine the number of personnel necessary to effectively and efficiently carry out the Public Safety Plan. In the event of a disagreement between Applicant and the City regarding the number of personnel required for the Public Safety Plan and the anticipated budget of the Public Safety Plan, the City Manager shall seek to resolve such disagreement by taking into account the best interest of the public's safety and the reasonable cost for implementing the Public Safety Plan. The City Manager's reasonable decision shall be final as to the appropriate level of staffing for the Public Safety Plan and the anticipated budget for the Public Safety Plan. City agrees to include in its anticipated budget to the Applicant the number of proposed on-site City personnel that will be assigned during the Event as allowed by Florida Statute. Due to the sensitive security and safety implications, including related input and responsive staffing plans provided by the City, the Public Safety Plan shall not be available for public or media distribution, except where disclosure is required by law.
  - b. The parties will act in good faith to keep the other party notified of the latest information and any new developments or incidents that might cause additional public safety personnel to be deployed to the Event. Both parties agree that an essential element of the Event's Public Safety Plan includes a procedure, mutually agreed upon in advance; that the Applicant must follow during the Event to record the number of participants within the Event site at any given time. Participant numbers must be real time and verifiable by City public safety personnel. In the event the primary participant count process fails during the Event, the Applicant must have a contingency process in place and readily available for activation to ensure accurate continuation of participant counts. This contingency procedure along with the initial participant verification procedure shall be included and approved by the City in advance and as part of the Public Safety Plan. The City's Contract Administrator, City Police or Fire personnel shall have the right to request participant numbers from the Applicant at any time throughout the course of the Event.

- c. In addition to the Applicant's Public Safety Plan, the City's Police and Fire Departments will author separate comprehensive Incident Action/Operational Plans specific to their duties. Such plans will take into consideration several factors, including nationally accepted event planning and management guidelines utilizing the National Incident Management System (NIMS) and the Incident Command System (ICS). These plans will be fluid up until the conclusion of the event and may change based on real time intelligence, threat information, and other relevant input. Local representatives and agents from the Federal Bureau of Investigation (FBI) Special Events Unit, the Department of Homeland Security (DHS), Navy Criminal Investigative Service (NCIS), and other public safety partners will assist in determining the level and magnitude rating of this event, advise of any potential national security considerations and provide intelligence gathering and event threat assessment assistance. Due to the sensitive security and safety implications of such plans, they will be kept confidential, accessible to City officials and Police/Fire personnel only and shall not be available for public or media distribution.
- d. Applicant shall provide to the City a MOT Plan, incorporated into this Agreement and marked as Exhibit "C". The MOT Plan shall contain a construction automotive and pedestrian traffic flow schedule detailing the opening and closing times for all streets, lanes, pedestrian walkways and traffic corridors and outlining the use of any and all variable message signs for the City's review and approval. No additional street, lane or traffic corridor closures will be permitted unless included in an updated MOT Plan and approved by the City. Applicant agrees to provide the City with emergency access to all areas included in the Event Site to ensure the safety and welfare of the community.
- e. The cost for any additional services or expansion of services requested by Applicant, shall be an expense to Applicant and City shall be paid for all costs and expenses in association with any such addition or expansion of services provided to Applicant. Expansion of services means enhancements of activities, any changes in the type of activities provided or changes in parameters of Event or the Event Site, caused by or requested by Applicant, including physical location and boundaries that result in an increase in the City's cost to provide all necessary services.
- f. Should Applicant request non-critical public safety services, such as a police escort, or if such services are beyond the City's ability to provide, Applicant may make such arrangements and coordinate these services with the City. The cost for these additional services shall be an expense to Applicant, and all such costs and expenses shall be paid to City within the time frame as set forth in Section 23, Reimbursement of Costs and Expenses.

In the event of an emergency or disaster during the Event, at the Event site or as a direct result from the Event activities, that requires public safety resources beyond the original Public Safety Plan, it shall be the responsibility of the Applicant to reimburse the City's reasonable additional cost to respond to such emergency or disaster that the City would not have otherwise incurred had such Event not been taking place. This section shall not apply to any natural disaster, act of terrorism, or act of God that may occur at the Event Site during the Event including, without limitation, a hurricane, lightning strike, tornado or any other such causes whatsoever beyond the control of the parties and unrelated to the Event.



- g. Applicant acknowledges that traffic control plans shall accommodate the ingress and egress to residences during the course of the Event.
- h. If the Event includes use of fireworks, Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws and regulations regarding the use of fireworks.

6. **STREET CLOSINGS.** The City reserves the right to approve all street closings, including those streets and transportation corridors that are defined as part of the Event Site, in association with the Event and any requests for street closings should be included with the MOT Plan that is submitted by Applicant and any updated MOT Plan.

7. **SITE PLAN.** Applicant shall provide to the City the following:

- a. For the Event Site and Event Impact Areas, a detailed Site Plan for the Event showing locations that will be designated for Applicant's exclusive use, detailing the locations of any tents, sanitary facilities, parking, stages, booths, concessions, alcoholic beverage service areas, and other such services together with the boundary lines, including those down to the waterline as allowed by law, of any fences, barriers etc. to be constructed at the Event Site, and the times when such borders, fences and/or facilities will be constructed, operated and dismantled. Such Site Plan shall be subject to the review and approval by the appropriate City departments, such approval not to be unreasonably withheld or delayed. Any additional changes made to the Site Plan by Applicant, after reviewed by the appropriate City departments, must be approved by the City, which such approval will not be unreasonably withheld or delayed. A final inspection will be conducted by the City immediately prior to the Event to ensure that the location of all tents, booths, sanitary facilities, stages, etc. are in accordance with the City approved site plan and code regulations. The Site Plan shall be incorporated into this Agreement and marked as **Exhibit "D."**
- b. A description of all activities and events to occur at the Event Site and Event Impact Areas, including permissible activities and any maintenance of the waterline fence, barrier and borders during the Event. Applicant is responsible for assessing, during a pre-event walk through, the suitability of the Event Site and Event Impact Areas for all activities and events that will occur at the Event Site and Event Impact Areas. Applicant shall alert City to any hazards or conditions at the Event Site and Event Impact Areas deemed unsuitable for the planned activities, events and safety of all participants. Upon City's receipt of notice of a hazardous condition from the Applicant, the City shall assess the identified hazards and determine the appropriate course of action. The City shall be responsible for remedying any hazards that fall within its jurisdiction and capability to address, as determined by the City. This may include, but is not limited to, repairing physical defects, removing obstructions, or implementing safety measures. The Applicant shall cooperate with the City in facilitating the remediation of identified hazards, including altering the Event Site and Event Impact Areas to avoid any identified hazards when remediation is not possible or practicable.
- c. The cellular and business phone numbers of the individuals in charge of the various aspects of the Event.

Copies of all applicable permits and licenses required by the City's Development Services Department and Fire Department. These permits include, but are not limited to, permits necessary for tents, merchandise, food and beverage vendors, electrical connections, fireworks, Florida Department of Environmental Protection (FDEP) permits, and other County or State permits.

8. **NON-PUBLIC SAFETY SERVICES.** City shall provide, as necessary, oversight, coordination, and direction, but not supervision, of Applicant's employees or contractors related to Event transportation, setup, storage, maintenance, repair or replacement of property, cleanup and breakdown of Event Site including removal of barricades and safety cones. Applicant shall remain an independent entity at all times.

9. **MAINTENANCE OF EVENT SITE AND EVENT IMPACT AREAS.**

- a. Applicant shall be responsible for and shall provide sufficient temporary public sanitary facilities which shall be of the type and in sufficient number as to meet the requirements established by the City's Development Services Department. Applicant shall provide daily service of the facilities at all times during the Event Period. The cost of such temporary public sanitary facilities shall be an expense to Applicant and all costs and expenses for facilities furnished by the City to Applicant shall be paid to City within the time frame as set forth in Section 22, Reimbursement of Cost and Expenses.
- b. Applicant shall be responsible for all cleanup costs and expenses associated with the removal of trash and debris that accumulates on any portion of Event Site or in the designated Event Impact Areas. All trash shall be collected and removed throughout the Event with final cleanup being completed within 24 hours of the Event completion or take-down of the Event, or within established time frames as agreed to by City. The requirement to remove trash and debris includes street sweeping. Applicant will cover and reimburse City for all costs associated with trash and debris removal within the Event Site and Event Impact Areas.
- c. In the event the Applicant wishes to utilize temporary mobile cellular communication (service boosting) towers, which can also benefit public safety by increasing the E-911 capabilities of the specific service provider, the Applicant must notify the City Police and Fire Departments and agrees that the contracted equipment provider with whom they procure such equipment, services etc. will work closely with the City Radio Engineers to confirm the temporary towers will not interfere with the City or County public safety radio frequencies.
- d. Applicant shall be responsible for the clean-up of all temporary flooring which supports tour buses and equipment.

10. **PARKING AND TRANSIT SERVICES.** It will be the responsibility of Applicant to arrange and coordinate all parking at City facilities and any transit services from these facilities to the Event Site. All proposed shuttle routes and bus stops shall be approved by the City as part of the MOT Plan and any updated MOT Plan. City agrees to provide the use of the North Beach Parking Lot and the Fort Lauderdale Beach Park Parking Lot to support the event set-up, event day, and event breakdown, as determined by the City Manager, or designee.

## **11. CONSTRUCTION OF FACILITIES, STRUCTURES, CANOPIES, TENTS AND CONCESSION STANDS.**

- a. Applicant shall be allowed to construct and maintain on the Event Site, such facilities and structures that are necessary for the Event, including, but not limited to, fences, barriers, grandstands, canopies, tents, concession stands and signs as approved by the City and at such locations as approved by the City. It is the responsibility of Applicant to properly construct and maintain all such facilities and structures. Applicant shall not be responsible to construct or maintain any City facilities and structures.
- b. All such structures, facilities, concession stands and canopies may be erected and deliveries related thereto may begin at the Event Site on the date specified in Exhibit A. All such structures must be removed by the specified take-down date set forth in Exhibit A.
- c. Except where such structures, facilities, concession stands, canopies and tents are permitted by this Agreement, the same shall not otherwise interfere with the normal operations of the property. Any setup or breakdown of such structures at the Event Site shall be in accordance with the terms contained in the City's Noise Ordinance, Chapter 17 of the City of Fort Lauderdale Code of Ordinances, as amended.
- d. Applicant is hereby granted permission to erect canopies, tents, and concession stands at such locations in accordance with the approved Site Plan. It is further agreed and specifically understood that permission to erect such canopies, tents, and concession stands as aforementioned is conditioned upon Applicant complying with the following:
  - (i) Applicant shall file with the City Manager a detailed Concession Plan specifying the locations, hours, dates, and types of concessions that will operate during the Event. The Concession Plan shall identify and list the individuals, corporations, partnerships, or other entities that are or will be operating such concessions, tents, or canopies at the Event Site. Any and all third-party vendors with which Applicant contracts for the sale or distribution of alcohol shall submit a copy of the vendor's liquor liability license at this time. Sponsors of events at which food or beverages will be sold or distributed shall meet all applicable state, county, and city health codes. This shall be evidenced by a permit by the appropriate entity.
  - (ii) Current flameproof certificates must be provided for all canvas tents, awnings or canopies and shall be submitted for approval to the city fire departments. Applicant shall obtain approval by the City Fire Department and file with its application evidence that such canopies, tents, awnings and/or concession stands which are to be used during the period of time encompassed by this Agreement are of fireproof material and will not constitute a fire hazard. City's Development Services Department shall review and approve the proposed use of any temporary structure used in association with the Event in accordance with the standard criteria as outlined in the City's Code of Ordinances and Florida Building Code.
- e. All construction, installations and services, including electrical hook-ups, shall be made at



Applicant's expense and approved in advance by the City's Development Services Department. If electricity is required, Applicant shall negotiate arrangements for such service with the City or a licensed contractor. This cost shall be an expense to Applicant and, if furnished by City, shall be paid to City within the time frame as set forth in Section 22, Reimbursement of Costs and Expenses. The Development Services Department shall conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.

e. Unless Applicant receives prior specific written permission by the City Manager, no construction or installations shall involve the use of stakes or other material that may break the surface or deface any infrastructure such as asphalt, concrete, brick, or any plant material.

f. City will provide Applicant with a list of all City staff members who are required to work at the Event prior to the Event. Applicant shall provide City with an "all-access" Event pass for each City staff member identified on the City's list and Applicant shall deliver to the City all requested all-access Event passes prior to the Event. Additionally, Applicant shall provide an operations tent to be utilized by the City of Fort Lauderdale during the Event days. Location of this operations tent shall be determined by the City.

## **12. USE OF EVENT SITE AND PAYMENT FOR DAMAGE TO CITY PROPERTY.**

a. Applicant will exercise reasonable care in its use of the Event Site and Event Impact Areas. If such areas are damaged beyond normal wear and tear by the negligent acts or wrongful conduct of the Applicant, or its agents, employees, contractors, subcontractors, invitees, licensees, or attendees, Applicant will reimburse City an amount equal to the actual and documented costs of Repair, subject to the provisions of this section.

City and Applicant shall inspect and document the condition of the Event Site and Event Impact Areas. It shall be the responsibility of the Applicant during the initial walk-through inspection to point out to the City the areas of disrepair or pre-existing conditions reasonably visible to Applicant upon a cursory inspection and walk-through. Prior to the end of the Event, City and Applicant shall inspect the condition of the Event Site and Event Impact Areas and City shall inform Applicant of all necessary Repairs. Applicant shall make all necessary Repairs to restore the Event Site and Event Impact Areas to a condition equal to that existing prior to the Event.

- b. Applicant agrees to Repair all core drilling holes in the asphalt, concrete, and all other paved and unpaved surfaces, made to facilitate the erection of barriers, stages, fences, tents and other improvements to the Event Site and Event Impact Areas, according to City standards, as determined by the City Manager in her sole reasonable discretion, within seventy-two (72) hours after the conclusion of the Event.
- c. Applicant shall be responsible for damage to all plants, shrubs, trees, other landscaped areas, paved surfaces, and to any and all structures located or situated upon any portion of the Event Site or Event Impact Areas. Applicant shall be responsible for the costs to Repair any part of the Event Site or Event Impact areas that are damaged during the Event Period

as a result of the negligence and/or wrongful acts of Applicant or Applicant's agents, employees, contractors, subcontractors, invitees, licensees, or attendees. Applicant shall be responsible, at Applicant's sole expense, for the repair or loss of its officers', contractors', subcontractors', and agents' personal property, except for repairs of such property caused by the negligence or willful misconduct of the City or its officers, employees, or agents.

- d. It is further agreed that if damage is found to exist, as a result of the Applicant's or its agents, employees, contractors, subcontractors, invitees, licensees, or attendees' negligence during the Event Period, City shall furnish Applicant with a written report of such damage by the close of business on the Tuesday following the Breakdown of Event. The report shall estimate the cost to remedy such damage. If Applicant arranges for such damages to be repaired by a third party, such cost shall be paid by Applicant to City within fourteen (14) days after Applicant receives the City's invoice of the cost of said damage.

**13. SECURITY OF APPLICANT'S PROPERTY.** All construction materials, equipment, goods, signs, and any other personal property of Applicant shall be protected solely by Applicant. Applicant acknowledges and agrees that City assumes no responsibility or liability, whatsoever, for any such item and that the security and protection of any such item from theft, vandalism, the elements, acts of God, or any other cause, are strictly the responsibility of Applicant, unless caused by the wrongful or negligent acts of the City or its officers, employees, or agents.

**14. APPLICANT'S CONTRACTS.** Applicant agrees to be solely responsible for all contracts or agreements of any nature including, without limitation, those for entertainment and vendors for the Event. All contracts for the Event shall be negotiated by Applicant and secured at the sole expense of Applicant. City shall not be named as a party in any contract for the Event and City shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with such Event. No employment relationship exists between City and Applicant.

**15. SUBLEASES, ASSIGNMENTS, OR TRANSFERS.** Applicant shall not assign, sublease, or transfer any of its obligations and/or rights under this Agreement, in whole or in part, to any person, business or entity, without the prior written approval of City, such approval not to be unreasonably withheld or denied. Any such action by Applicant may result in immediate cancellation and termination of this Agreement by City.

**16. LICENSES AND PERMITS; COPYRIGHTS, PATENTS AND TRADEMARKS.** Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction over the Event Site for any dispensing, serving, sale and/or distribution. Additionally, if Applicant intends to use any item which is or may be protected from infringement, such as but without limitation, copyrights, patents, and trademarks, if requested by City, Applicant shall provide City prior to the first date of property use, evidence showing that the applicable licenses, permits and/or permissions have been secured and, if applicable, that all fees have been paid in full by Applicant. The provisions of this paragraph specifically apply to the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Incorporated ("BMI") and any other similar organization that may require written permission and payment of a fee for use of protected music material. Applicant shall ensure that all performance payments required to be made under such licenses are made promptly and directly to the licensing organizations. Copies of all said licenses or reports shall be submitted to City upon request. In the



event Applicant fails to submit the licenses or reports as required herein or the documentation is not satisfactory to City, Applicant shall be responsible for payment to City for all license fees incurred by the City in connection with the Event. City shall have no responsibilities to any performing rights licensing organizations for any performance during the Event.

**17. STANDARDS OF CONDUCT; COMPLIANCE WITH RULES, REGULATIONS, ORDINANCES.** Applicant agrees that at all times it will conduct its activities with full regard for public safety and will observe and abide by all federal, state and local laws, the federal and state constitutions, and all rules, regulations and ordinances of City and any other governmental agency having jurisdiction including, without limitation, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, sanitation and food facilities and hours of operation. Applicant shall further take all precautions and use due care to conduct its operations in a safe and prudent manner with respect to its agents, employees, and visitors to the Event.

**18. INSURANCE.** As a condition precedent to the effectiveness of this Agreement, during the 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:

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

Policy must include coverage for Contractual Liability and Independent Contractors which shall include coverage for pyrotechnics.

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.

#### Liquor Liability

If Applicant engages in the sale and/or distribution of alcohol, 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.

If Applicant contracts with a third party vendor for the sale and/or distribution of alcohol, Applicant agrees to cause any and all third party vendors to obtain, pay for and keep in force continuously during the event, liquor liability insurance in an amount not less than \$1,000,000.00 per occurrence. Applicant is required to confirm, in writing, that each vendor of the Applicant carries insurance coverages and limits that meet or exceed the conditions set forth in 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 \$2,000,000 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) upon execution of 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 applicable 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  
401 SE 21 Street Fort  
Lauderdale, FL 33316

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.

**19. INDEMNIFICATION AND HOLD HARMLESS.** Except in cases of City, its agents, officers, and/or employees' negligence or willful misconduct, Applicant agrees to indemnify, defend and hold harmless City, its officers, agents, and employees, against any and all damages, claims, losses, liabilities, and expenses including claims and losses of bodily injury, property damage, illness, and/or sickness (including, without limitation, reasonable legal fees and disbursements) caused by, in connection with, arising out of, or resulting from the use of the Event Site or Impact Area caused by, in connection with, arising out of, or resulting from any act by Applicant, its partners, employees, officers and agents done in the performance of this Agreement ("Claim"). If called upon by City, Applicant shall defend not only itself, but also City in connection with any such Claim at Applicant's expense, and at no expense whatsoever to City. Applicant further agrees to defend, indemnify, save, and hold harmless the City and the City's officers, agents and employees from any Claim, suit, loss, cost, or expense or any damages arising out of or relating to Applicant's failure to obtain all necessary performing rights and licenses for the Event (BMI, ASCAP, etc.). City shall be liable for damages or injuries caused by the City's negligence as determined by a court of competent jurisdiction in the State of Florida. The foregoing sentence shall not serve as a waiver of the City's sovereign immunity or of any other legal defense available to the City and shall be subject to the limitations contained in Section 768.28, Florida Statutes, as amended or revised.

**20. LIMITATION OF LIABILITY.**

- a. The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$100,000.00. Applicant hereby expresses its willingness to enter into this Agreement with Applicant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$100,000.00. This Section shall survive any cancellation or early termination clause.
- b. Accordingly, and notwithstanding any other term or condition of this Agreement, Applicant hereby agrees that the City shall not be liable to Applicant for damages in an amount in excess of \$100,000.00, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes, as amended. This Section shall survive any cancellation or early termination clause.
- c. The limitation of liability set forth in this section shall not apply to claims involving fraud or intentional misconduct of the City or its agents, officers, contractors, or employees.



**21. COSTS AND EXPENSES FOR CITY SERVICES.**

- a. As provided for in Section 5 above, Applicant shall plan and provide and coordinate with City personnel to implement the Public Safety Plan. Applicant agrees to reimburse the City for all out-of-pocket costs and expenses incurred by the City for services provided for the Event including, without limitation, public safety, maintenance, cleanup, utility connections, breakdown and removal, storage and Repair or replacement of property, and staff time incurred as a result of the Event. The police department may require the Applicant to provide and pay for security personnel for crowd control and traffic direction purposes. The fire department may require the applicant to provide and pay for EMS and fire watch personnel or both. Police, fire, and EMS costs are exempt from prior notice provisions. Applicant agrees and understands that the off duty rate for police personnel for all special events is calculated at a three (3) hour minimum rate. There is a 24 hour cancellation requirement to avoid the three (3) hour minimum payment per officer. Applicant agrees that positions for all security and supplemental police details for the Event should first be offered to City personnel at the detail rate. If an insufficient number of personnel are available at the detail rate, Applicant shall have the option to utilize outside Florida sworn agencies to fill the deficiency prior to the City mandating personnel to work at the overtime rate, with this request made through and coordinated by the City Police and/or Fire Rescue Departments. The Fort Lauderdale Police Department and Fire Department shall retain the command and control of their respective event operation areas at all times and any mutual aid or assisting agency personnel shall follow such command procedures. Applicant further agrees to be responsible for any capital improvements that the City must make to accommodate Applicant's request for any building, electrical, plumbing, fire, municipal, or county code requirements. Applicant shall also be responsible for any replacement and restoration costs as set forth in this Agreement.

**22. REIMBURSEMENT OF COSTS AND EXPENSES.**

- a. Notwithstanding any provision to the contrary herein, Applicant agrees to reimburse the City for all out-of-pocket costs and expenses incurred by the City for services provided for the Event. City agrees to fund the cost of City services associated with the Event in the amount of \$200,000.00 (hereinafter referred to as "City Contribution"). Any City services expenses surpassing the total amount of \$200,000.00 will be the responsibility of the Applicant as noted herein.

In exchange for the City Contribution, the Applicant agrees to provide the following:

- i. City Branding: City of Fort Lauderdale branding, installed by the City or the Applicant, should be prominently and consistently displayed throughout the event to maximize the visibility and recognition of the City. The City will have control of pre-determined locations, as mutually approved upon by the parties whose approval shall not be unreasonably withheld., along the event route that can be branded and utilized solely by the City. This may include any banners, signs, and promotional materials along the parade route, as well as stage backdrops, fencing, or barriers used during the event. All uses of the Fort Lauderdale City logo must be approved by the City's Strategic Communications Office prior to production and distribution. Applicant must adhere to the City's official branding guidelines, including color schemes, font styles, and logo usage rules. These guidelines will be provided by the City.

- ii. **Event & Parade Participation:** The Applicant will provide access to the event for City leadership. The Applicant will allow the City to participate in the parade and provide three (3) vehicles for no less than twelve (12) City representatives.
- b. Subject to the terms hereof, Applicant shall pay City for all costs and expenses incurred by City for which Applicant is responsible hereunder. If any amounts are not paid by Applicant within the times provided for in this Agreement, interest charges of four percent (4%) annual percentage rate shall be applied. Applicant agrees to pay City, upon execution of this Agreement, an amount equal to 100% of the estimated cost (\$577,500.00) of reimbursement for City Services, less the City Contribution, which amount is \$377,500.00 (hereinafter referred to as "Advanced Payment"). Should the Advanced Payment not be enough to cover all costs and expenses, the remaining balance for all costs and expenses incurred by City for which Applicant is responsible hereunder shall be paid by Applicant within thirty (30) days of receipt of an invoice from City. Should Applicant disagree with the invoice provided by the City, it shall state its reason(s) in writing and may request the City Manager to review the charges and render a decision. If Applicant does not agree with the City Manager's decision, Applicant may make a petition to the City Commission. If the total costs and expenses incurred by City, less the City Contribution, is less than the Advanced Payment, then the balance shall be returned to Applicant within 30 days after final invoice is provided to Applicant.
- c. Applicant agrees to pay City, upon execution of this Agreement, an amount of \$2,310.69 in full satisfaction of all remaining amounts owed by Applicant for direct City of Fort Lauderdale expenses related to the 2024 Stanley Cup Championship Parade.

**23. AUTHORITY OF CITY MANAGER.** Applicant shall coordinate the use of Event Site in accordance with the terms hereof and the approved Site Plan, in consultation with the City Manager. The City Manager shall notify Applicant when, in the City Manager's reasonable opinion, such activities may be or are detrimental to the public or to the City, or if the City has reason to believe that Applicant, its agents, subcontractors, independent contractors and/or employees have violated any law, rule, or ordinance. After consultation with Applicant, City reserves the right to eject or cause to be ejected from the Event Site any person or persons causing a disturbance and neither the City nor any of its officers, agents or employees shall be liable to Applicant for any damages that may be sustained by Applicant through the exercise by City of such right. The decision of the City Manager in such regard shall be final and binding.

**24. TERMINATION:**

- a. This Agreement may be terminated as follows:
  - i. Upon the mutual written agreement of the parties.
  - ii. Applicant may elect, during the Term of this Agreement, to terminate this Agreement and no longer conduct the Event without penalty. If Applicant elects to terminate this Agreement, Applicant shall notify the City in writing of such election as soon as reasonably possible prior to the date of the Event. Applicant shall be obligated to reimburse City for any costs and expenses incurred by the City in connection with the fulfillment of the



City's obligations under this Agreement prior to such termination. If Applicant chooses to terminate prior to the Event, the City shall not be obligated to fund any of the expenses as provided for in Section 22(a). It is expressly understood that City may seek to terminate this Agreement if the City reasonably decides it is necessary to protect the public's health, safety and welfare. City may also seek to terminate this Agreement upon the breach by the Applicant of its obligations under this Agreement. If the City seeks to terminate this Agreement, the City shall provide notice of the reason for termination as set forth in the Notice section of this Agreement, and the Applicant shall have seventy-two (72) hours to cure the reason for the termination to the exclusive reasonable satisfaction of the City. In the event of an imminent threat to the public's health or safety, the City may terminate this Agreement at any time by providing notice as set forth in the Notice section of this Agreement.

- iii. By a party upon the Default of the other party, without limitation of any other available rights or remedies available to such party at law or in equity. "Default" means, after expiration of the applicable notice and cure periods, the failure of a party to comply with or perform any material term, condition, or covenant contained herein which continues for more than thirty (30) business days after the defaulting party's receipt of written notice thereof (or in the event of an allegation of material breach or default not reasonably curable within thirty business days of such notice, if the defaulting party has not begun using diligent efforts to cure such alleged breach or default within such period). If the alleged breach occurs within thirty (30) business days of the start of the Event Period, the cure period may be reasonably reduced given the circumstances and the imminency of the Event, as set forth in such notice.
- iv. In addition to the termination rights set forth above, the City may seek to suspend or cancel an Event if the City determines, in its reasonable, good faith discretion, that an imminent and legitimate threat or risk to the public's health, safety and welfare exists. Prior to exercising such right, the City will use best efforts to consult with Applicant on a meaningful basis to determine if the parties are reasonably able to mitigate such threat or risk, unless immediate action is required given the circumstances.

**25. BREACH.** A material, monetary, breach of this Agreement by the Applicant shall be grounds for the City to terminate this Agreement, except that before such termination, the Applicant shall be entitled to thirty (30) days written notice and an opportunity to cure the breach within such period. Notice of any breach may be sent by electronic mail, followed by hand delivery of the notice as provided in Section 31. of this Agreement.

**26. FORCE MAJEURE.** In the event the Event Site shall, at any time during the term of this Agreement, be destroyed or rendered unusable by fire, storm or threat of a named storm within five hundred (500) miles of the Event Site, act of terrorism, war, act of God or other disaster or epidemic, (collectively or separately, "Force Majeure Event"), or the Event is cancelled or postponed due to a Force Majeure Event, then either party may terminate this Agreement by providing prior written notice to the other party. In such instance, each party shall be responsible for their own costs and expenses incurred prior to such termination except if the Force Majeure

Event occurs during the Event Period, whereas Applicant will reimburse City for all actual costs incurred related to the Event, as otherwise provided for hereunder.

**27. GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

**28. AMENDMENT.** No modification, amendment or alteration of the terms or conditions of this Agreement shall be effective unless contained in a written document duly executed by both parties, with the same formality as this Agreement.

**29. WAIVER OF BREACH.** Failure by City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

**30. EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated Agreement between City and Applicant and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

**31. NOTICE.** Whenever any party desires to give notice to any other party, it must be given by written notice sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving notice:

CITY:

City of Fort Lauderdale  
Attn: City Manager  
101 NE Third Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

With a copy to:

City of Fort Lauderdale  
Attn: City Attorney  
1 East Broward Blvd, Suite 1605  
Fort Lauderdale, Florida 33301

APPLICANT:

Florida Panthers Hockey Club, Ltd.  
Attn: Matthew Caldwell  
One Panther Parkway

Sunrise, FL 33323

With a copy to:

Florida Panthers Hockey Club, Ltd.  
Attn: General Counsel  
One Panther Parkway  
Sunrise, FL 33323

**32. SEVERANCE.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Applicant elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the court's determination becomes final.

**33. NON-DISCRIMINATION.** In the performance of this Agreement, Applicant shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee or customer because of sex, age, race, color, religion, ancestry, national origin, or sexual orientation. Applicant agrees to comply with the terms and provisions of the Americans with Disabilities Act and shall make the Event Site and Event Impact Areas accessible for persons with disabilities.

**34. EMERGENCY ACCESS:** Applicant agrees to provide any and all emergency access required by the City and its employees for the safety and welfare of the community and those attending the Event, and proper entrances into any gates which are locked. If, in the course of Applicant's operations, Applicant or City, or their officers, agents and/or employees, become aware of any condition in or about the Event Site or Event Impact Areas which may be dangerous, Applicant will immediately correct such condition or cease operations upon becoming aware or being notified of such condition so as not to endanger persons or property.

**35. PUBLIC RECORDS:**

Applicant shall keep true, complete and correct books and records of all transactions and activities pursuant to this Agreement. Applicant recognizes and acknowledges that all such records shall be subject to Florida Public Records Law, Section 119.0701, Florida Statutes, as amended.

**IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 E. BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

**36. ANTI-HUMAN TRAFFICKING** - As a condition precedent to the effectiveness of this Agreement, Applicant shall provide City with an affidavit signed by an officer or a representative of Applicant under penalty of perjury attesting that Applicant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

**37. MISCELLANEOUS PROVISIONS:**

- a. Applicant agrees to exercise a good faith and reasonable effort to work with the City Police Department to implement a plan permitting homeowner's ingress and egress to their residences during the course of the Event.
- b. The use of fireworks shall comply with all applicable state laws and shall require a fireworks permit from the City fire department.
- c. Applicant acknowledges that it is solely responsible for all utilities for the Event including, without limitation, electrical, water, and sewer and storm sewer hookup requirements.
- d. In the Event that the City is required to file any legal action against Applicant to collect any fees due under this Agreement and prevails in such legal action, City shall be entitled to its costs of collection, repairs, attorney's fees and costs and interest at the maximum rate allowable by law.
- e. The Applicant shall be permitted to serve alcoholic beverages as a concession of the Event, and the Applicant may extend this right to permitted third parties, in accordance with all applicable licenses, regulatory requirements and the City of Fort Lauderdale Code of Ordinances.
- f. The Applicant, after receiving permission by the City's Contract Administrator, reserves the right to add decor, including, but not limited to signage to the location or cover any existing signage, as authorized by the City of Fort Lauderdale Code of Ordinances.
- g. The Applicant, after receiving permission by the City's Contract Administrator, may conduct filming anywhere at the Event site that is part of this Agreement and shall retain all rights to such.
- h. The Applicant will have a right to an independent audit of City's records to confirm the accuracy of the fees and expenses incurred by the City.

[SIGNATURE PAGES TO FOLLOW]

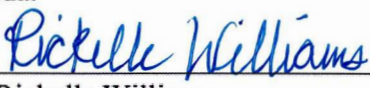


IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

**CITY**

**WITNESSES:**

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

By:   
Rickelle Williams  
City Manager


Dated: June 20, 2025

APPROVED AS TO FORM AND  
CORRECTNESS:

D'Wayne M. Spence, Interim City Attorney

**ATTEST:**

By: David R. Soloman  
David R. Soloman, City Clerk

By:   
Eric W. Abend  
Senior Assistant City Attorney

APPLICANT

WITNESSES:

By: [Signature]  
Signature

ROBERT STEVENSON  
[Witness print or type name]

By: [Signature]  
Signature

Vincent Romano  
[Witness print or type name]

**FLORIDA PANTHERS HOCKEY CLUB, LTD.**, a Florida limited partnership

By: [Signature]  
Matthew Caldwell, President/CEO

ATTEST:

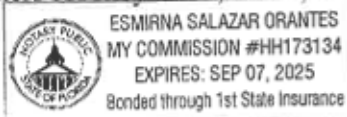
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of June, 2025, by **Matthew Caldwell**, as President/CEO for Florida Panthers Hockey Club, LTD., a Florida limited partnership.

(SEAL)



Notary Public, State of Florida Broward County [Signature] (Signature of Notary Public)

Esmirna Salazar Orantes  
Name of Notary Public)

Personally Known ☒ OR Produced Identification

Type of Identification Produced \_\_\_\_\_

My Commission Expires: Sept 7, 2025  
Commission Number: \_\_\_\_\_

**EXHIBIT “A”  
EVENT PERIOD**

**EVENT DATE:      JUNE 22, 2025**

The table references the general milestones for the event period. The event period is subject to change based on operational needs.

Location	Setup	Event	Breakdown
Fort Lauderdale Beach Park	June 16 – 22	June 22	June 22 – June 28
Las Olas Oceanside Park	June 21 – 22	June 22	June 22 – June 23
North Beach Parking Lot	June 21	June 22	June 22 – June 23
A1A Road Closures	--	June 22	--

**EXHIBIT “B”  
DESCRIPTION OF EVENT SITE**

**EVENT DATE:           SUNDAY, JUNE 22, 2025**

**Event Boundaries:**

- Staging Area: Holiday Park, War Memorial Auditorium, Ice Plex
- Parade Route: Along State Road A1A from Vistamar Street to SE 5<sup>th</sup> Steet.
- Celebratory Event Site: Bound by SE 5th Street to the north, State Road A1A to the west, Fort Lauderdale Beach Park to the south, and the Atlantic Ocean to the east.
- Vendor Engagement Area: Within the footprint of the Las Olas Oceanside Park and the festival street.

**Event Descriptions:**

- Fort Lauderdale Beach Park: Includes the celebratory event, stage, and VIP tent.
- Fort Lauderdale Beach Park Parking Lot: Shall be closed to public and open to Applicant.
- Las Olas Oceanside Park: Includes an engagement area with vendors, tents, and promotional products.

**EXHIBIT "C"**  
**MAINTENANCE OF TRAFFIC PLAN**

**EVENT DATE:**     **June 22, 2025**





MARK MEYERS



Mark Meyers

Certificate: 605769

Issued: 02/13/2023 Training Provider: myTTCOnline

Expires: 02/02/2027

Instructor: M.H

Date: 06/20/25

Verify this Certificate at [www.motadmin.com](http://www.motadmin.com).

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

83 Gateway Dr Ste. 621304  
P.O. 407-901-0206

631 NE 45 Street  
Oakland Park, FL 33334  
(954) 560-0450

MOT Plans  
INCORPORATED

Project: MOT Plan

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Scale: 1" = 60' 0"

North Arrow

AGENDA: 6/20/25

Item	Date	Time	Location
1	6/20/25	8:00 AM	Seabreeze Blvd
2	6/20/25	9:00 AM	Seabreeze Blvd
3	6/20/25	10:00 AM	Seabreeze Blvd
4	6/20/25	11:00 AM	Seabreeze Blvd
5	6/20/25	12:00 PM	Seabreeze Blvd
6	6/20/25	1:00 PM	Seabreeze Blvd
7	6/20/25	2:00 PM	Seabreeze Blvd
8	6/20/25	3:00 PM	Seabreeze Blvd
9	6/20/25	4:00 PM	Seabreeze Blvd
10	6/20/25	5:00 PM	Seabreeze Blvd





- KEY:
- Indicates french barricades.
  - Indicates traffic cones.
  - Indicates waterfilled barrier wall.
  - Indicates Type III Barricade
  - Indicates Work Zone Signage

MARK MEYERS

**FDOT**  
Mark Meyers  
Certificate: 605769  
Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.  
Issued: 02/13/2023 Training Provider: myTTCOnline  
Expires: 02/02/2027 83 Cypress Dr. Ste. 621104  
Instructor: M.H. myTTCOnline  
**Date: 06/20/25**  
Ph: 407-901-6286  
Verify this Certificate at [www.motadmin.com](http://www.motadmin.com).



600 ft





**VARIABLE MESSAGE BOARD**

A1A NORTH

DETOUR ----->>

**POLICE WILL DIRECT ALL TRAFFIC WEST ON LAS OLAS BLVD.**

- KEY:**
- Indicates french barricades.
  - Indicates traffic cones.
  - Indicates waterfilled barrier wall.
  - Indicates Type III Barricade
  - Indicates Work Zone Signage

**MARK MEYERS**

**FDOT** Mark Meyers

Certificate: 605769

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Issued: 02/13/2023 Training Provider: myTTOnline

Expires: 02/02/2027 myTTOnline

Instructor: M.H. Date: 06/20/25

Verify this Certificate at [www.motadmin.com](http://www.motadmin.com).



KEY:

- Indicates french barricades.
- Indicates traffic cones.
- Indicates waterfilled barrier wall.
- Indicates Type III Barricade
- Indicates Work Zone Signage



ROAD  
CLOSED

Seville St

Granada St

# MARK MEYERS



Mark Meyers

Certificate:	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
605769	

Issued: 02/13/2023 Training Provider:

Expires: 02/02/2027

myTTC Date: 06/20/25

Verify this Certificate at [www.motadmin.com](http://www.motadmin.com).

**NO MEDIAN HERE SO CONES TO  
KEEP TRAFFIC FROM TURNING INTO  
THE NORTHBOUND LANES.**



Page 29 of 43

600 ft



# MARK MEYERS



Mark Meyers

Certificate:  
605769

Has Completed a FDOT Approved Temporary Traffic  
Control: Advanced Course.

Issued: 02/13/2023  
Expires: 02/02/2027  
Instructor: M. H

Training Provider:  
myTTCOnline  
83 Geneva Dr. Ste. 621394  
Oviedo, FL 32762  
Ph: 407-901-0206

Verify this Certificate at [www.motadmin.com](http://www.motadmin.com).

## KEY:

- Indicates french barricades.
- Indicates traffic cones.
- Indicates waterfilled barrier wall.
- Indicates Type III Barricade
- Indicates Work Zone Signage

Date: 06/20/25

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600 ft

631 NE 45 Street  
Oakland Park, FL 33334  
(954) 560-0450

MOT Plans  
INCORPORATED

MOT Plan







SE 17th St

Eisenhower Blvd

ROAD  
CLOSED

MARK@MOTPLANS.COM



Mark Meyers

Certificate:  
605769

Has Completed a FDOT Approved Temporary Traffic  
Control: Advanced Course.

Issued: 02/13/2023 Training Provider:

myTTOnline  
83 Geneva Dr. Ste. 621394

Expires: 02/02/2027

Instructor: H  
Date: 06/20/25

Verify this Certificate at [www.motadmin.com](http://www.motadmin.com).



700 ft





**MARK@MOTPLANS.COM**

**FDOT**

Mark Meyers

Certificate: Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

605769

Issued: 02/13/2023 Training Provider: myTTOnline

Expires: 02/02/2027 83 Geneva Dr. Ste. 621394

Instructor: M. H. myTTonline Ovidio, FL 32762

**Date: 06/20/25**

Verify this Certificate at [www.motadmin.com](http://www.motadmin.com).





HARBOR BCH PKWY

MAYAN DR

Stranahan River

MARK@MOTPLANS.COM



Mark Meyers

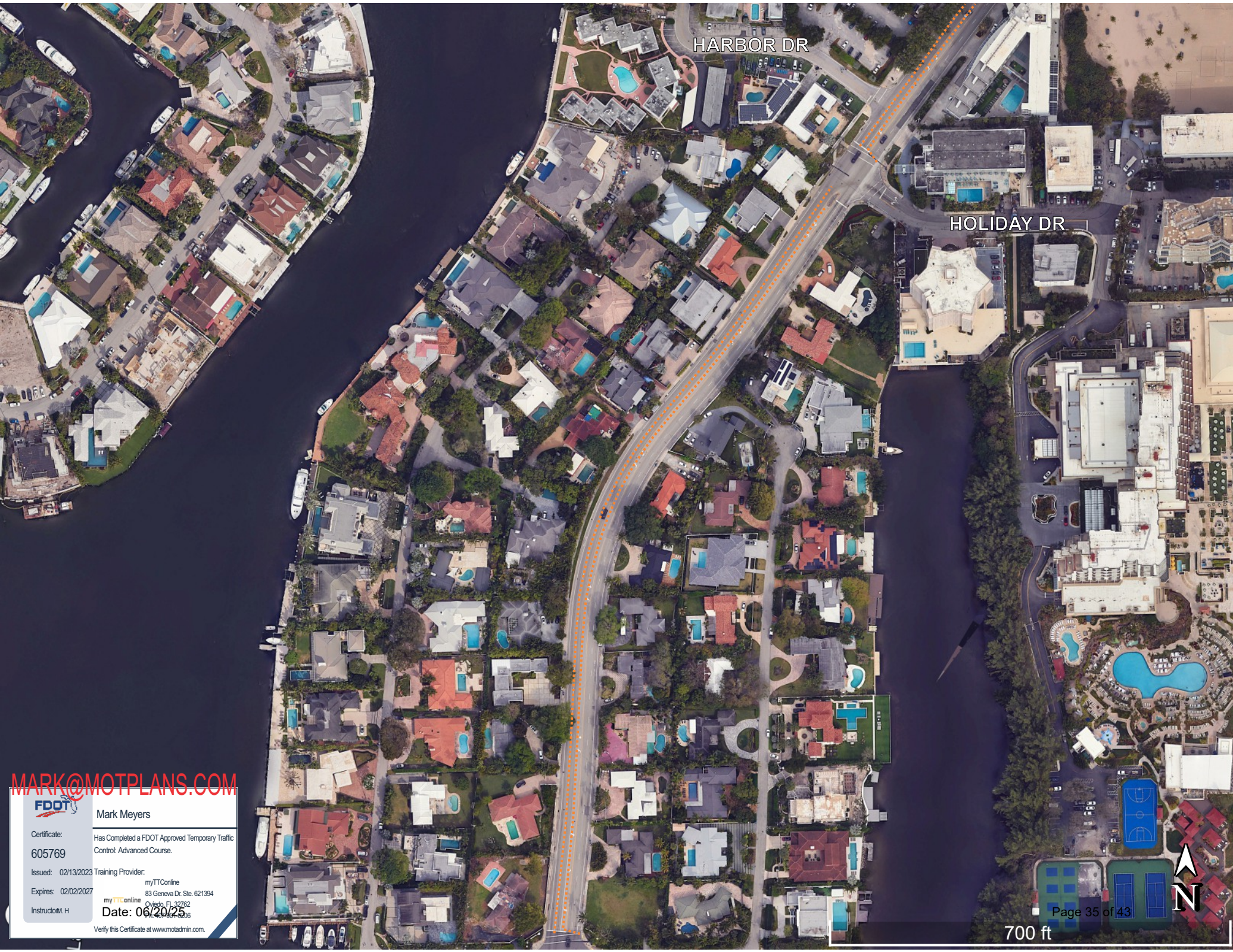
Certificate: Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.  
605769

Issued: 02/13/2023 Training Provider: myTTOnline  
Expires: 02/02/2027 83 Geneva Dr. Ste. 621394  
Instructor: M. H. myTTOnline Ovidio, FL 32762  
Date: 06/20/25 Tel: 407-947-6206

Verify this Certificate at [www.motadmin.com](http://www.motadmin.com).







HARBOR DR

HOLIDAY DR

MARK@MOTPLANS.COM



Mark Meyers

Certificate: 605769  
Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Issued: 02/13/2023 Training Provider: myTTOnline  
Expires: 02/02/2027 83 Geneva Dr. Ste. 621394  
Instructor: M.H. Ovidio, FL 32762  
Date: 06/20/25 Tel: 407-947-6206

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700 ft

Page 35 of 43

N



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Mark Meyers

Certificate:  
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Control: Advanced Course.

Issued: 02/13/2023 Training Provider:

Expires: 02/02/2027

Instructor: M.H

myTTOnline  
83 Geneva Dr. Ste. 621394  
Oviedo, FL 32762  
407.947.6206

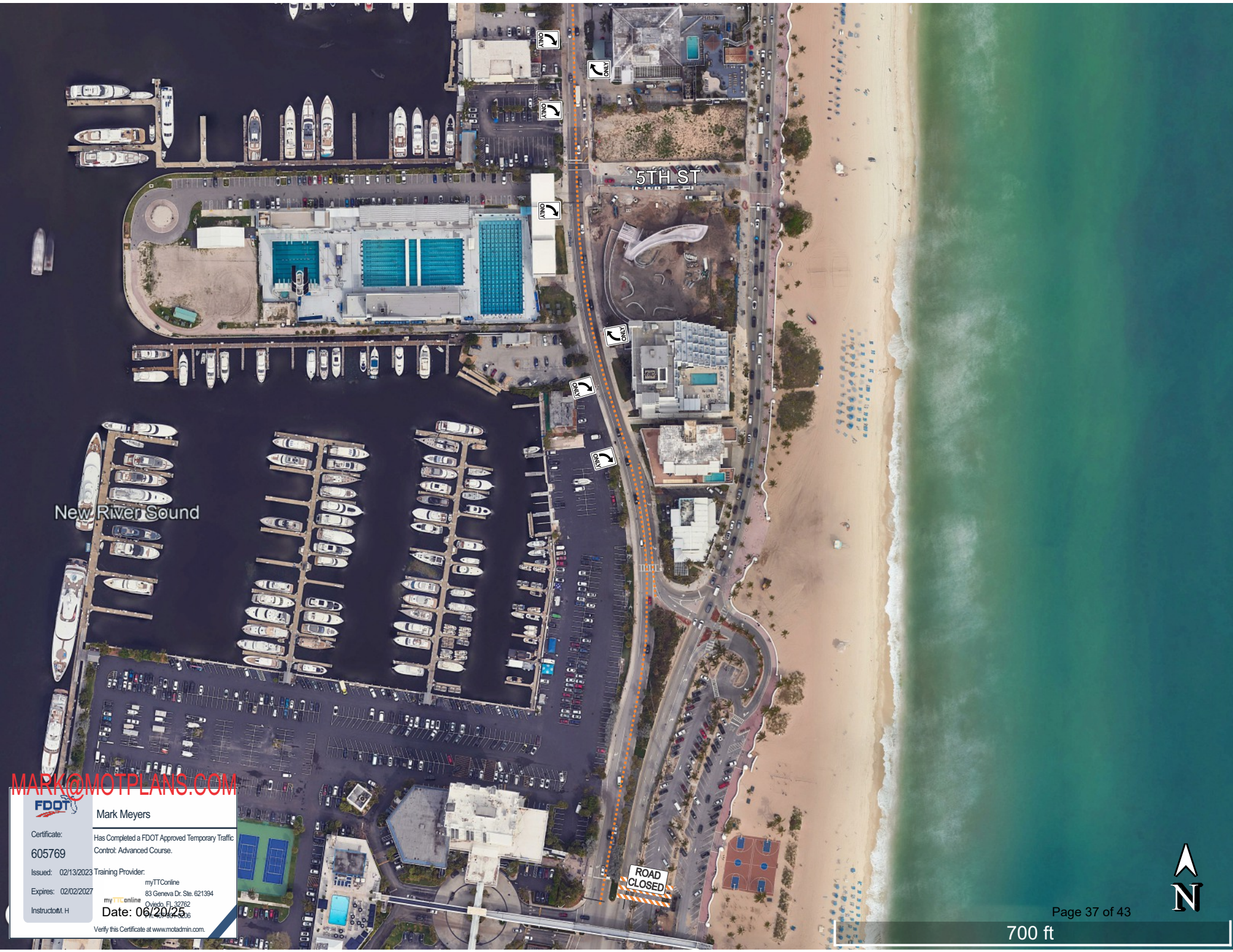
Date: 06/20/25

Verify this Certificate at [www.motadmin.com](http://www.motadmin.com).

HARBOR DR







MARK@MOTPLANS.COM



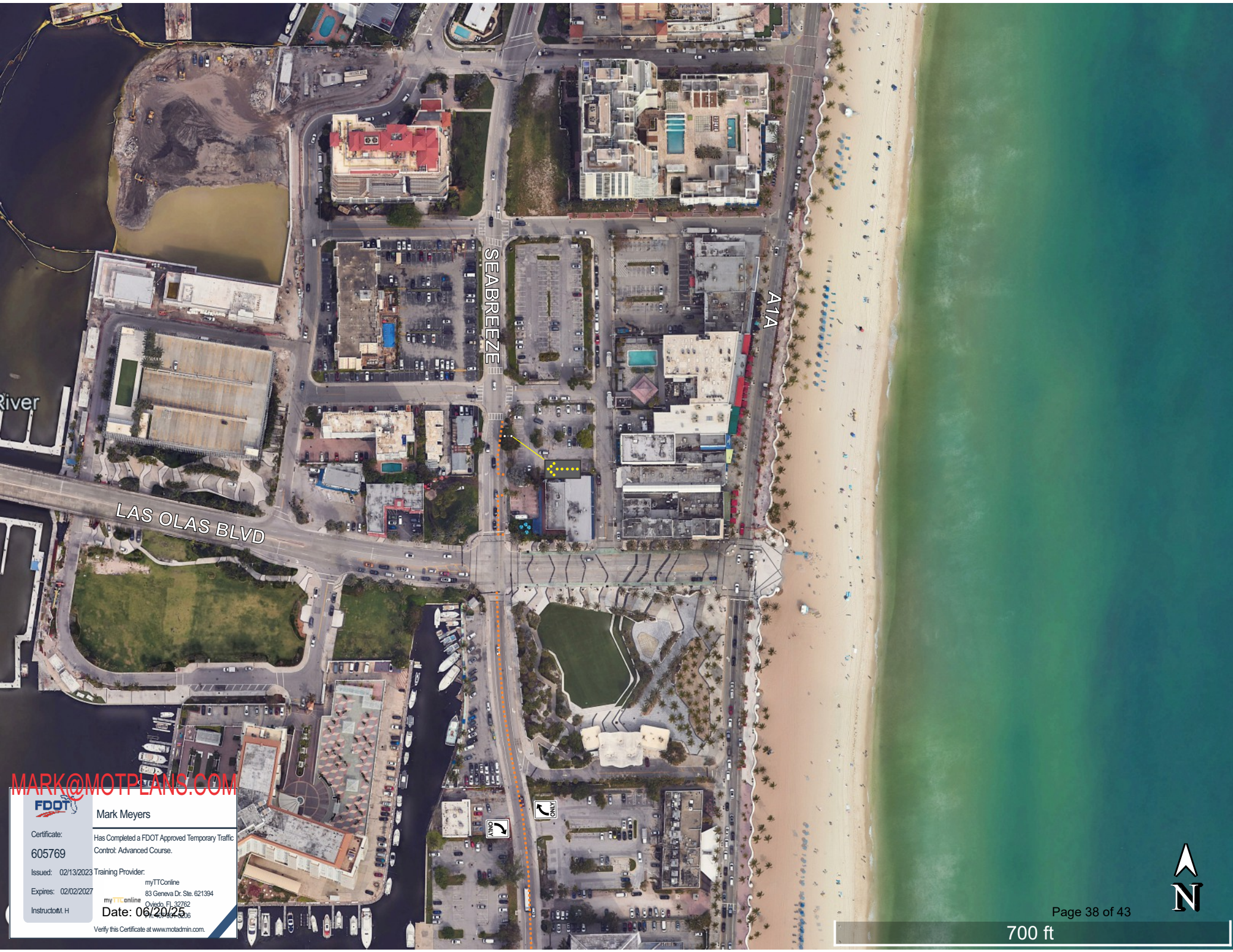
Mark Meyers

Certificate: 605769  
Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Issued: 02/13/2023 Training Provider: myTTOnline  
Expires: 02/02/2027 83 Geneva Dr. Ste. 621394  
Instructor: M. H. myTTOnline  
Date: 06/20/25  
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MARK@MOTPLANS.COM



Mark Meyers

Certificate: 605769

Issued: 02/13/2023 Training Provider: myTTOnline

Expires: 02/02/2027

Instructor: M.H.

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

83 Geneva Dr. Ste. 621394  
Orlando, FL 32762  
407.947.6206

Date: 06/20/25

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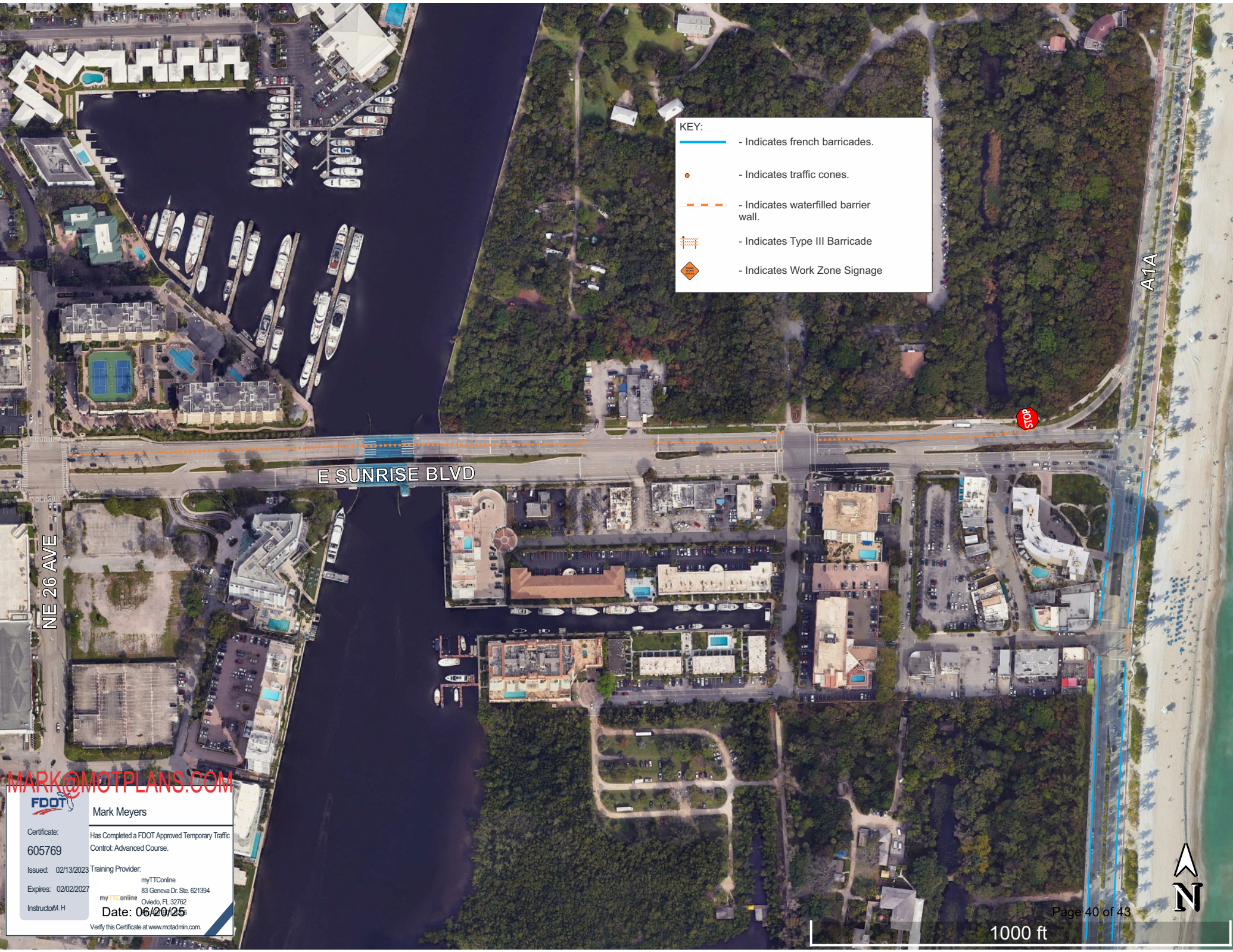


# RIGHT LANE CLOSURE EASTBOUND FROM NE 15 AVE TO SEABREEZE

**MRCDPLASCOM**  
FDOT  
Mark Meyers  
Certificate: 605769  
Issued: 02/13/2022 Training Provider: myTMS  
Expires: 02/02/2027 83 Glenview St. #20304  
Orlando, FL 32762  
Ph: 407-601-0205  
IncludoMILH

Date: 06/26/25





KEY:

- Indicates french barricades.
- Indicates traffic cones.
- Indicates waterfilled barrier wall.
- Indicates Type III Barricade
- Indicates Work Zone Signage

MARK@MOTPLANS.COM

**FDOT**

Mark Meyers

Certificate: 605769

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Issued: 02/13/2023 Training Provider: myTTCOnline

Expires: 02/02/2027 83 Geneva Dr. Ste. 621394

myTTCOnline Ovelto, FL 32762

Instructor: M.H. Date: 06/20/25

Verify this Certificate at [www.motadmin.com](http://www.motadmin.com).





**EXHIBIT “D”  
SITE PLAN MAP**

**EVENT DATE:**      **June 22, 20225**



# PANTHERS OVERFLOW SPACE







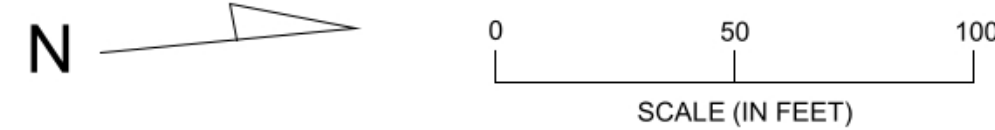
**MANDATORY**  
EVENT SPECIFIC NOTES

- Barricades on water line will be dropped the morning of event and picked up same day in the evening, these will not stay overnight
- No excavation or fill of sand in the event area
- No exterior LED lighting post-dusk
- No heavy machinery being left on sand overnight

VIP ATTENDEES

CENTER STAGE VIP SEATING 155 PAX  
STAGE RIGHT VIP SEATING 50 PAX  
STAGE LEFT VIP SEATING 51 PAX

FRIENDS & FAMILY 700 PAX



**TEMPORARY ELP**  
**FENCING 1000' EQUIPMENT**

CROWD CONTROL RACKS  
44 3'-3" UNITS

BARRICADES BY ELP  
1400'

**NO LIGHTS AFTER 9 PM**  
**EVENT SUNDAY JUNE ? AM**  
**STRIKE JUNE ? AFTER EVENT**

BARRICADES BY 600 LF  
OTHERS (MOT)

