

**CITY OF FORT LAUDERDALE
OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301 (hereinafter referred to as “City”),

and

WINTERFEST, INC., a Florida Not For Profit Corporation authorized to transact business in the State of Florida, with its principal address located at 512 NE 3rd Avenue, Fort Lauderdale, FL 33301 (hereinafter referred to as “Applicant” or “Sponsor”).

WHEREAS, the Applicant wishes to hold an outdoor event titled “**SEMINOLE HARD ROCK WINTERFEST BOAT PARADE**” (hereinafter referred to as the “Event”) and is requesting approval from the City Commission to conduct said Event in the City; and

WHEREAS, the Applicant is willing to comply with the City’s Code of Ordinances regulating outdoor events and obtain the requisite insurance limits and to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event or each event period during the entire term of this Agreement; and

WHEREAS, on November 4, 2025, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City Officials to execute this Agreement; and

WHEREAS, the City Commission wish to approve the Applicant’s request, subject to and conditioned upon the City Manager or designee’s approval of future Event dates and in accordance with such other terms and conditions outlined in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Parties covenant and agree to the following terms and conditions:

1. Recitals and Effective Date.

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference.

2. Outdoor Event.

The term "Outdoor Event" is inclusive of each Event during the entire term of this Agreement.

During the term of this Agreement, and no later than six (6) months prior to the set-up date of each Event period, Applicant shall submit to the City Manager or designee a completed Special Event Application with an Anti-Human Trafficking Affidavit for each Event, which shall be incorporated into an Outdoor Event Agreement and identified as "**Composite Exhibit A**", in compliance with the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida, and Section 787.06, Florida Statutes (2025), as may be amended or revised. The Applicant shall be permitted to operate or sponsor each Event only on the date(s), time(s), and with any approved road closure(s) and music exemption(s), as set forth in the attached Schedule 1 ("**Exhibit B**"), and at the location particularly described in the attached Event Location Map ("**Exhibit C**") and Event Site Plan ("**Exhibit D**") (if applicable), which are attached hereto and made a part of this Agreement.

3. Term.

The term of this Agreement shall commence on November 4, 2025, and shall expire on November 3, 2026. This Agreement may be extended for one (1) additional 1-year term, provided all terms and conditions remain the same and said extension is mutually agreed to in a writing signed by both parties. Parties also agree to engage in discussions on or before September 1, 2026, for a multi-year extension of this Agreement with terms and conditions that are mutually acceptable to both parties. Applicant agrees that all Event dates during the term of this Agreement, or any term extension, is subject to and conditioned upon the final written approval by the City Manager or designee. Should the Applicant fail to hold the Event during the term of this Agreement, or any term extension, the City reserves the right to terminate said Agreement as provided herein.

4. General Requirements.

- (a) If the Event includes use of fireworks, in advance of the Event, the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state and local laws regarding the use of fireworks.

- (b) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (c) The Applicant shall coordinate with the City's Department of Sustainable Development to schedule appropriate City staff to conduct electrical inspections of all electrical facilities, whether power is supplied by local utilities or is self-provided by generator systems. Prior to the Event, the Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (d) Prior to the Event, the Applicant shall coordinate with the City's Department of Transportation and Mobility who shall review the Event application and determine necessary parking requirements.
- (e) If the Event includes the sale or distribution of any food or beverages, prior to the Event, the Applicant shall comply with all applicable State, County and City health code requirements. This shall be evidenced by a permit by the appropriate entity.
- (f) If the Event includes use of tents, awnings or canopies, in advance of the Event, the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (g) The Applicant shall pay for the expense of all City services provided as a result of the Event identified by City staff prior to the Event. In advance of the Event, the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.
- (h) In advance of the Event, the Applicant shall submit a written plan to the City's Fire Department that regards Fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.
- (i) In advance of the Event, the Applicant shall submit a written plan to the City Manager's Office that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth,

and grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City Manager's Office has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.

- (j) Pursuant to Section 16-154(1)(b) of the Code of Ordinances of the City of Fort Lauderdale, special event permittees are prohibited from using polystyrene products, or utilizing polystyrene food and beverage packaging while serving or preparing food or beverages, or providing polystyrene products to anyone while operating or located on City facilities or City property. The City may revoke the special event permit immediately if this section is violated. This subsection shall not apply to expanded polystyrene food and beverage packaging that was packaged outside of the City and sealed prior to receipt by the special event permittee.

5. Outdoor Event Site.

"Outdoor Event Site" collectively means the areas owned or controlled by the City during the entire term of this Agreement and used as a location for any Event including, without limitation, the New River, the Intracoastal Waterway, the Tunnel Top Park, Laura Ward Plaza, Riverwalk (from Salt 7 east to the Riverside Hotel), and Las Olas Intracoastal Promenade Park, except where amended by a written consent executed by both parties.

The City does not warrant that the Event site will be available during the approved Event period. Further, no such warranty is granted as to the suitability of the Event site for the particular event activity. Any and all event sites may be subject to change and/or relocation upon the written direction of the City Manager or his/her designee.

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Liquor Liability

Applicant shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence.

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 Contractor does not own vehicles, Contractor 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 Statutes.

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

Applicant must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

City of Fort Lauderdale
Attn: Parks & Recreation
401 SE 21st Street

Fort Lauderdale, FL 33316

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

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

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

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

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

Additionally, and prior to the set-up date of the each Event and every year thereafter during the entire term of this Agreement, Applicant shall require that each boat owner/operator participating in any Event shall provide proof of and maintain watercraft liability insurance coverage (Protection & Indemnity) with effective dates from the set-up date of the Event period through the end date of the Event period. Applicant is solely and individually responsible for ensuring that each boat owner/operator participant secures the required watercraft liability insurance, otherwise this Agreement is subject to termination by the City Manager or designee.

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

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

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

7. Restoration of public property.

If the Event includes use of public property, the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the City Manager or his/her designee. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

8. Reimbursement of expenses.

Should the City incur expenses as a result of the Event, the City shall provide the Applicant with an invoice of expenses. Within fourteen days (14) of the Applicant's receipt of any invoice, the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the City Manager or his/her designee. Resolution of any such challenge shall be made by the City Manager and the Applicant agrees to abide by the City Manager's decision.

9. Public Records.

This agreement and any other documents pertinent to this Agreement is subject to the public records disclosure as prescribed in Chapter 119, Florida Statutes (2025), and as may be amended or revised, or as otherwise provided by law. **IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

10. Notices.

- (a) Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement or any Assumption Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as Applicant may from time to time designate by notice as herein provided.
- (b) All notices of default, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Rickelle Williams
City Manager
City Fort Lauderdale
101 NE 3rd Ave, Suite 2100
Fort Lauderdale, FL 33301

With a copy to: D'Wayne M. Spence
Interim City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

AS TO APPLICANT: Winterfest, Inc,
ATTN: Lisa Scott-Founds,
Member 512 NE 3rd Ave,
Fort Lauderdale, FL 33301

11. Authority of the City of Fort Lauderdale City Manager.

During the term of this Agreement, the City of Fort Lauderdale City Manager or designee, shall have the authority to suspend all or any part of any Event or any portion thereof

when the City Manager or his/her designee determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare, or as may be determined in the sole discretion of federal, state or local officials charged with making such determinations including, but not limited to, any actions due to force majeure such as extreme weather conditions. During the term of this Agreement, the City Manager also reserves the right to immediately revoke permission, suspend, modify or terminate any Event or any portion thereof upon the City Manager or designee's written determination or to the extent any term or condition of this Agreement is violated. The City shall not be liable to Applicant for any losses incurred by reason of such termination.

12. Compliance with laws.

- (a) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation, except that during the term of this Agreement Applicant is exempt from the noise restrictions on public waterways and source property line as prescribed in Section 17-7 of the City's code of ordinances, as amended from time to time. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.
- (b) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.
- (c) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material.

13. Indemnification.

Applicant shall protect and defend at Applicant's expense, 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 losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with this Event or arising directly or indirectly out of any act or omission by the Applicant or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Applicant. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

14. 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 \$100.00. 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 \$100.00.
- (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 \$100.00, 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 Section 768.28, Florida Statutes (2025).

15. Transfer of Rights.

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

16. Venue.

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.

17. Incorporation.

This Outdoor Event Agreement, together with the attached Schedule One and Site Map (if applicable), constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

18. Anti-Human Trafficking.

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

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:

CITY OF FORT LAUDERDALE,
a Florida municipal corporation.

DAVID R. SOLOMAN
City Clerk

RICKELLE WILLIAMS
City Manager

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

PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:

WINTERFEST, INC., a Florida not for profit corporation.

Signature

By: _____
LISA SCOTT-FOUND
President

Print Name

Signature

Print Name

[CORPORATE SEAL]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by **LISA SCOTT-FOUND**, as President of **WINTERFEST, INC.**, a Florida not for profit corporation.

(Signature of Notary Public- State of Florida)

[NOTARY SEAL]

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

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____