

5E-5

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 9/23/08

☐ Consent ☒ Regular
☐ Public Hearing

Department

Submitted By: Tourist Development Council

Submitted For: Tourist Development Council

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment to Agreement (2007-1627) with Aramark Sports and Entertainment Services, Inc. for the provision of food and beverage services at the Palm Beach County Convention Center for an additional one (1) year period ending September 30, 2009 in the amount of \$100,000 plus 8% of the annual net income.

Summary: This Amendment extends the existing agreement for food and beverages services at the Convention Center for one (1) year and minor modifications to the terms and conditions of the existing agreement. The minor modifications allow for the streamlining of operational tasks and existing funds to be used for replacement of small wares.

Background and Policy Issues: In 2001 Discover Palm Beach County, LLC, d/b/a the Palm Beach County Convention and Visitors Bureau (CVB), under an agreement with the County to operate the Convention Center, selected Aramark in a competitive selection process to provide food and beverage services for the Convention Center. Last year the County terminated its contract with the CVB and assumed the CVB's agreement with Aramark.

This Amendment provides for the extension of that agreement for one additional year during which time the County will prepare and issue a Request for Proposals and conduct a competitive selection process for the provision of these services beginning FY-2010.

Attachments:

1. Amendment to Agreement (R2007-1627)
2. Original Aramark Contract (R2007-1627)

Recommended by: _____

Department Director

Date

Approved by: _____

Deputy County Administrator

Date

RBaker

9/22/08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$100,000</u>	_____	_____	_____	_____
External Revenues	< <u>\$502,291</u> >	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	< <u>\$402,291</u> >	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In <i>Proposed 2009</i> Current Budget? Yes <input checked="" type="checkbox"/> No. <input type="checkbox"/>					
Budget Account No.: Fund <u>1450</u> Agency <u>800</u> Org. <u>7420</u> Object <u>4752</u>					
Reporting Category _____					

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Department Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

The \$100,000 plus the 8% of the annual net income is paid to Aramark yearly until the contract is terminated.

Atwillhite 9-18-08
 OFMB 8/18/08
 9/18/2008

Dr. J. Jacob 9/19/08
 Contract Dev. and Control
 9/19/08

This amendment complies with
our review requirements.

B. Legal Sufficiency:

Maureen Cullen
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

O:Tdc/AgendaItems2008/AramarkContract

PALM BEACH COUNTY CONVENTION CENTER
AMENDMENT TO FOOD AND BEVERAGE SERVICES AGREEMENT
WITH
ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC.

This Amendment (the "Amendment") is made this ____ day of _____, 2008, to that Food and Beverage Services Agreement, hereinafter "Agreement" dated October 1, 2007, by and between the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter "County", and Aramark Sports and Entertainment Services, LLC, a limited liability company organized under the laws of the State of Delaware and authorized to do business in the State of Florida, a successor by conversion of Aramark Sports and Entertainment Services, Inc., hereinafter referred to as "Contractor" whose Federal Employer Identification Number is 23-1664232.

RECITALS

WHEREAS, the County entered into an agreement with Contractor whereby Contractor would provide food and beverage services for the Palm Beach County Convention Center in West Palm Beach Florida, effective October 1, 2007 through September 30, 2008, and

WHEREAS, the Agreement was a restated assumption by County of a prior agreement between Contractor and Discover Palm Beach County, Inc., and

WHEREAS, the County and Contractor wish to extend the term of the Agreement for one additional year to September 30, 2009, and wish to provide for certain additional changes to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and intending to be legally bound, the parties agree that the Agreement dated October 1, 2007, by and between the County and Contractor shall be amended as follows:

1. Article 2, TERM, of the Agreement is deleted in its entirety and replaced with the following amended Article 2:

The term of this Agreement ("Term") shall continue through September 30, 2009, or such earlier date on which this Agreement may be terminated pursuant to Article 12 herein.

2. Article 3.5, Menus, Portions and Prices, of the Agreement shall be amended to read as follows:

The food services will be provided by the Contractor in accordance with menus, portions and prices as determined by the Contractor in accordance with the provisions of this Agreement; provided, however, the County Administrator may provide adjustments as deemed appropriate.

3. Article 3.6, Specific Products at Events, of the Agreement shall be amended to read as follows:

The County, at the request of a Licensee, may require Contractor to furnish specific products of a food and beverage nature, such as Kosher foods and beverages, at a Licensee's event being held at the Center, and Contractor shall provide same at a specified price; provided, however, the County Administrator reserves the right to review and approve such pricing.

4. Article 3.11.2, Sales Manager, of the Agreement shall be amended to read as follows:

The Contractor will employ a qualified marketing representative (the "Sales Manager") to promote their food service operation to Licensees and other prospective user of the Center.

5. Article 9.10.1.2. of the Agreement shall be amended to read as follows:

While on duty, such personnel shall wear appropriate uniforms and name tags provided, the County Administrator reserves the right to review and approve uniforms and name tags. Such personnel shall enter and leave the Center via the entrance(s) so designed by the County. Only such personnel actually working shall be permitted in the Center without charge.

6. In Article 9.11.5, Suspension and Revocation of Contractor's License, of the Agreement, the first sentence shall be amended to read as follows:

In the event that any of Contractor's alcoholic beverage licenses applicable to its operations under this Agreement are suspended or revoked, Contractor shall immediately notify the County Administrator by certified letter of such suspension or revocation and Contractor shall continue to provide Contractor's Services in all other respects and shall, at its sole cost and expense, obtain the services of a third party that is reasonably acceptable to the County and which possesses all necessary alcoholic beverage licenses to operate as provided for in this Agreement the alcoholic beverage services that are subject to the suspended or revoked license(s) until Contractor shall have reinstated or obtained substitutes for said licenses.

7. Article 10.4.3, Marketing Reserve Fund, of the Agreement shall be re-titled and amended to read as follows:

Reserve Fund for Marketing and Smallwares

Contractor shall accrue to a reserve fund for marketing and smallwares (*hereinafter the "Reserve Fund"*) an amount equal to two percent (2%) of the Gross Receipts. Contractor shall use the amounts in the Reserve Fund to fund the cost of marketing activities (other than internal personnel expenses, which shall be an Allowable Expense) and for smallwares as listed in Exhibit G Furnishings and Equipment (subject to the provisions of asset control, use and ownership set forth in Article 5.2 herein). The Reserve Fund need

not be deposited into a separate bank account and may be commingled with other funds of the Contractor. Contractor, on a quarterly basis, shall provide to the County Administrator a statement of the Reserve Fund balance and a summary of the Reserve Fund Activity. Upon the expiration or sooner termination of the Term, the Contractor shall remit to the County the then outstanding balance of the Reserve Fund.

8. Miscellaneous.

a. Ratification: All other terms and conditions of the Agreement shall remain in full force and effect except as amended herein.

b. Governing Law: This Amendment shall be governed by and construed in accordance with the laws of the state where the Center is located, without regard to its principles regarding conflicts of laws.

c. Counterparts/Facsimile: This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument. This Amendment, to the extent signed and delivered by means of a facsimile machine, shall be treated in all manners and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original executed version thereof delivered in person.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER


PALM BEACH COUNTY, FLORIDA
By and through its BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson


[Seal]

Approved as to terms
and conditions:



for County Administrator


Approved as to form
and legal sufficiency:



Legal Counsel

ATTEST:

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

By: 
Name: MICHAEL S. MORGAN
Title: VP, FINANCE

R2007 1627

SEP 25 2007

PALM BEACH COUNTY CONVENTION CENTER

FOOD AND BEVERAGE SERVICES AGREEMENT

with

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

**PALM BEACH COUNTY CONVENTION CENTER
FOOD AND BEVERAGE SERVICES AGREEMENT
with
ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC**

TABLE OF CONTENTS

RECITALS	3
ARTICLE 1 - DEFINITIONS	4
ARTICLE 2 - TERM	6
ARTICLE 3 - SERVICES TO BE PROVIDED BY CONTRACTOR	6
ARTICLE 4 - RIGHTS OF USE	12
ARTICLE 5 - FACILITIES AND EQUIPMENT	13
ARTICLE 6 - IMPROVEMENTS TO FACILITIES AND EQUIPMENT	15
ARTICLE 7 - REPAIRS, MAINTENANCE, AND CLEANING	15
ARTICLE 8 - OTHER CONDITIONS OF PERFORMANCE	18
ARTICLE 9 - OPERATING STANDARDS AND REQUIREMENTS	23
ARTICLE 10 - FINANCIAL PROVISIONS	27
ARTICLE 11 - INDEMNIFICATION AND INSURANCE	31
ARTICLE 12 - EARLY TERMINATION	35
ARTICLE 13 - ENFORCEMENT OF AGREEMENT	37
ARTICLE 14 - SPECIAL PROVISIONS WITH RESPECT TO COUNTY	39
ARTICLE 15 - GENERAL PROVISIONS	39
EXHIBIT A – ORGANIZATION CHART	43
EXHIBIT B – FORM OF PERFORMANCE BOND	44
EXHIBIT C, D, E	RESERVED
EXHIBIT F – FACILITIES AND FIXTURES.....	46
EXHIBIT G – FURNISHINGS AND EQUIPMENT.....	47

* * *

SEP 25 2007

**PALM BEACH COUNTY CONVENTION CENTER
FOOD AND BEVERAGE SERVICES AGREEMENT**

with

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, INC.

This Food and Beverage Services Agreement (the "Agreement") is made as of October 1, 2007, (the "Effective Date") by and between, the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereafter "County", and ARAMARK Sports and Entertainment Services, LLC., a limited liability company organized under the laws of Delaware and authorized to do business in the State of Florida, a successor by conversion of ARAMARK Sports and Entertainment Services, Inc., hereinafter referred to as "Contractor", whose Federal Employer Identification Number is 23-1664232.

RECITALS

WHEREAS, in July, 2001, the County entered into an Agreement with Discover Palm Beach County, Inc., hereinafter "Discover", whereby Discover oversaw, promoted, operated, managed and maintained the Palm Beach County Convention Center, hereinafter "Facility"; and

WHEREAS, said agreement provided that Discover could enter into contracts with firms to provide services at the Facility including food and beverage management; and

WHEREAS, pursuant to that authority, Discover undertook a competitive selection process (Requests for Proposals (RFP)) from qualified food and beverage operators for the management, operation, and marketing of food and beverage services at the Facility; and

WHEREAS, in response to the RFP, Contractor submitted a proposal, and a committee comprised of representatives of the County, Discover and the Palm Beach County Tourist Development Council, selected Contractor as the Facility's food and beverage manager; and

WHEREAS, on July 1, 2003, Discover entered into an agreement with Contractor for food and beverage management (Food & Beverage Agreement) which agreement provided that, in the event the County-Discover Agreement was terminated, the County would have the right to assume the rights and obligations of Discover in the Food & Beverage Agreement; and

WHEREAS, the County has served notice that it will terminate the County-Discover Agreement and intends to exercise its right to assume the rights and obligations of Discover under the Food & Beverage Agreement; and

WHEREAS, the County and Contractor have jointly reviewed the Food & Beverage Agreement which had just completed the fourth year of a five year term; and

WHEREAS, the County and Contractor have mutually agreed to enter into an agreement whereby the County will assume the rights and obligations of Discover under the Food & Beverage

Agreement with certain changes relating to the County's direct role in the management and operation of the Facility; and

WHEREAS, the Agreement with the County and Contractor, as a restated assumption of the Food & Beverage Agreement, is meant to replace that Agreement which is recorded in the records of the County as R-2003-1965, as amended.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement, the following definitions and identifications are considered to be correct and true and are agreed to by the parties:

1. "Agreement" shall mean this Food and Beverage Services Agreement between the County and Contractor.
2. "Allowable Expense" shall mean an allowable expense as defined in Article 10 hereof.
3. "Ancillary Equipment" shall mean equipment, such as tables and chairs, made available for the food and beverage and other operations of the Center, in form and quantity and on such conditions as are sufficient for Contractor to perform its obligations under this Agreement to the standards of a first class food and beverage service operation.
4. "Annual Operating Budget" shall mean that certain annual operating budget adopted by Contractor and approved by the County pursuant to Section 10.1 of this Agreement.
5. "Branded Products" shall mean those food or beverage items which are advertised, marketed and sold outside the Center in their own retail stores to the general public under the same brand name in which the product is offered for sale within the Center.
6. "Branded Trade Fixtures" shall mean all appliances and signage installed by Contractor for use in its operations hereunder which bears a name or logo or similar identifying designation as the same item used outside the Center in retail stores marketing or selling to the general public the same Branded Products.
7. "Center" or "Facility" shall mean the Palm Beach County Convention Center located in West Palm Beach, Florida, and any further additions or expansions thereto.
8. "Contractor" shall mean Aramark Sports and Entertainment, LLC.

9. "County" shall mean Palm Beach County, Florida, acting through its Board of County Commissioner, or its designee.
10. "County Administrator" shall mean the County Administrator of Palm Beach County or his/her designee.
11. "Common Areas" shall mean those areas located in the "back of the house" used by both the Center's staff and Contractor's staff in the preparation of and/or the delivery of services. These include the service corridors, stair wells, service elevators and the loading dock area.
12. "Discover" shall mean Discover Palm Beach County, Inc., doing business of the Palm Beach County Convention and Visitors' Bureau.
13. "Exhibitor" shall mean a person exhibiting goods or services at a trade or consumer show or other event held at the Center.
14. "Facilities and Equipment" shall mean (i) those certain facilities and fixtures (the "Facilities and Fixtures") described in the plans and equipment list attached as Exhibit F and incorporated herein by reference and (ii) those certain furnishings and articles of equipment (the "Furnishings and Equipment") described in the furnishings and equipment list attached as Exhibit G and incorporated herein by reference.
15. "Food Services" shall mean the preparation, service, and sale of those items, and the provision of those types of food and beverage (alcohol and non-alcohol) services, normally associated with the operation of a convention center including meeting halls and banquet facilities, as reasonably required by Customers and Patrons in the use of the Facility. Food Services include but are not limited to the following, and will be required to be performed by Contractor as directed by the County Administrator.
16. "Fiscal Year" shall mean the County's fiscal year, consisting of a twelve month period beginning on the first day of the month of October and ending on the thirtieth day of the following month of September, and referred to by the number of the calendar year in which such month of September falls.
17. "General Manager" shall mean the General Manager of the Facility as designated by the County.
18. "General Manager of Food and Beverage" shall mean Aramark's General Manager of Food and Beverage.
19. "Gross Receipts" shall mean all receipts received by Contractor from Contractor's Services, including but not limited to usage fees, service charges, commissions received from subcontractors, receipts from the sale of specialized products for religious or ethnic functions, and off-site catering receipts, if applicable, less only refunds or credits to Customers.

20. "Licensee" or "Customer" shall mean any individual or entity entering into an agreement with the Bureau for the use of all or part of the Center for a particular purpose.

21. "Operator" shall mean Global Spectrum, LP.

22. "Patron" shall mean any individual attending a trade or consumer show, meeting, banquet, or other event held at the Center.

23. "Public Space" shall mean all space that is generally available for lease to Licensees of the Center. Space available for this purpose comprises the ballroom, meeting rooms, exhibit hall, lobbies, foyers, vestibules, terrace, and parking areas.

24. "Year" shall mean a twelve-month period coterminous with a Fiscal Year and shall be referred to by the same number as such Fiscal Year.

ARTICLE 2

TERM

The term of this Agreement ("Term") shall commence on the Effective Date, and shall continue through September 30, 2008 or such earlier date on which this Agreement is terminated pursuant to Article 12 hereof.

ARTICLE 3

SERVICES TO BE PROVIDED BY CONTRACTOR

3.1 Obligation to Provide Services. Contractor shall provide to the County services consisting of the management, operation, and marketing of the Food Services of the Center as defined herein, under the terms and conditions of this Agreement. Contractor shall provide the full Contractor's Services as defined herein under the terms and conditions hereof.

3.2 Exclusive Right to Provide Services. Contractor shall have the exclusive right to provide the Food Services during the Term of this Agreement, except as provided in Section 3.7 or Section 14.2 or otherwise specifically provided in this Agreement.

3.3 Limitation of Right. The sale by Contractor of items other than food and beverages or the furnishing by Contractor of services other than those directly related to the sale of food and beverages shall not be permitted without the prior written approval of the County Administrator.

3.4 Food Services. The "Food Services" consist of the preparation, service, and sale of those items, and the provision of those types of food and beverage services, normally associated with the operation of a convention center, including meeting halls and banquet facilities, as reasonably required by Licensees in the use of the Center. The Food Services, as defined in

Section 1, shall include, but are not limited to, the following, and will be required to be performed by Contractor as directed by the County Administrator:

3.4.1 Catering Services.

3.4.1.1 Catered Events: Provide service in meeting rooms and public areas used by Customers, with services ranging from snacks to elaborate catered meals. This type of service involves food prepared in large quantity as opposed to individual orders, requires constant attention by Contractor for re-supply and freshness purposes, and must be serviced around meeting times and/or other constraints imposed by the Customers.

3.4.1.2 Exhibitor Services: Furnish food and/or beverage items to patrons of Exhibitors directly in exhibition area.

3.4.1.3 Personnel Service: Provide host/hostesses, bartenders and/or servers for the furnishing of food and beverages at specialized functions.

3.4.1.4 Water Service: Provide head table water service, consisting of glasses and pitchers of ice water, for all meetings in the Center, and provide additional water service as from time to time required by a Customer.

3.4.2 Concession Services.

3.4.2.1 Concession Services: Provide food and beverage service on a retail basis at both fixed and portable stands (and, when applicable, at restaurant facilities in the Center), ranging from snacks to light meals and non-alcoholic to alcoholic beverages. This service will be scheduled and provided to meet the needs of the Licensees, Customers, Exhibitors, Patrons and their exhibitors and patrons and the general public.

3.4.2.2 Portable "Thematic" Food Service: Furnish specialized or ethnic foods and beverages with related thematic presentations and displays via portable stands.

3.5 Menus, Portions, and Prices. The Food Services will be provided in accordance with menus, portions, and prices as shall be proposed by Contractor and approved by the County Administrator, provided, however, that (i) the County Administrator shall not unreasonably withhold, condition, or delay its approval of such menus, portions, and prices; and (ii) in the event that the County Administrator fails to deliver within fifteen (15) days after submission written approval or denial, such submitted menus, portions, and prices shall be deemed to be approved.

3.6 Specific Products at Events. The County, at the request of a Licensee, may require Contractor to furnish specific products of a food and beverage nature, such as Kosher foods and beverages, at a Licensee's event being held at the Center, and Contractor shall provide same at a price approved by the County Administrator as provided in Section 3.5 above.

3.7 Limitations on Exclusive Right of Operation. Notwithstanding the provisions of Section 3.2 above:

3.7.1 Limitation During Specific Event.

3.7.1.1 On Initiative of County. County may limit or restrict the furnishing or sale by Contractor of products of a food and beverage nature where, in the determination of the County Administrator, such limit or prohibition is necessary to protect the goods or merchandise on display at the Center or is inconsistent with the nature or the event occurring at the Center.

3.7.1.2 On Initiative of Licensee. Upon the request of a Licensee, and approval by the County Administrator, the furnishing or sale by Contractor of products of a food and beverage nature may be limited or prohibited in areas of the Center leased or provided to a Licensee for its use and occupancy.

3.7.2 Products Furnished by Licensee. The furnishing, whether for free or for sale, of products of a food and beverage nature by a Licensee may be permitted in limited cases when necessary and appropriate due to the nature of the Licensee's event, upon mutual agreement of the parties on such reasonable terms and conditions as to which the parties may agree. Such terms and conditions may include supervision by personnel of Contractor and may include payment of a reasonable usage fee. The County shall promptly arrange for the repair and/or replacement, at the County's expense, of any damages to the Facilities and Equipment resulting from their use by a Licensee for such purpose.

3.7.3 Specialized Products. Upon mutual agreement of the parties, highly specialized products that are not regularly prepared by Contractor at the Center and served as a central part of an event, such as ethnic or religious functions, may be subcontracted by Contractor to a third party; provided, however, that sales generated and received by Contractor from such functions shall be included in the calculation of Gross Receipts.

3.7.4 Products For Employees' Personal Consumption. Any person employed by the County or by any contractor or subcontractor working at the Center may provide products of a food and (non-alcoholic) beverage nature for his or her personal consumption at the Center during his or her working hours.

3.8 Operation by County on Failure or Inability of Contractor to Perform. Notwithstanding any other provisions of this Agreement, in the event that Contractor shall for any reason fail to provide to a Licensee food and beverage services for which the Licensee has contracted with Contractor or which are necessary to be provided in connection with a Licensee's event at the Center, or if Contractor should fail to operate any concession stand which the County Administrator has determined Contractor shall operate, the County may, in addition to all other rights and remedies otherwise available hereunder to the County, operate the Food Services

during such time as Contractor fails or is unable or unwilling to perform such services, either directly or through subcontracted services. During the period of operation by the County of the Food Services, the County shall be entitled to use the Facilities and Equipment and any other equipment and supplies and inventory that Contractor has on hand. In such event, the County shall bill and collect from the Licensee directly for the food and beverage services provided and retain the proceeds, and shall pay to Contractor as an allowable expense a sum equal to the actual cost of Contractor's inventory consumed by the County in performing such service.

3.9 Marketing Program.

3.9.1 Marketing Program. Within thirty (30) days after the Effective Date, Contractor will prepare and submit to the County for approval a marketing and catering sales program for the Year ending September 30, 2008, setting forth specific goals, both financial and operational, and specifics criteria for attaining such goals. Not less than ninety (90) days prior to the commencement of each subsequent Year of the Term hereof, Contractor shall provide to the County a revised marketing and catering sales program for such Year, which shall be subject to approval by the County.

In the preparation of each year's Marketing Program, Contractor shall collaborate with Operator and DPBC so that the Marketing Program can be integrated into the Operator's Marketing Plan for the Center in an agreed upon timeframe acceptable to the County Administrator.

3.9.2 Approval of Advertising and Promotional Material. All advertising and promotional material shall requires the prior approval of the County Administrator, in its sole discretion, before it is printed, published, or broadcast, provided that such materials shall be developed in collaboration with Operator.

3.9.3 Participation in Web Site. The marketing program shall include participation in the Convention Center web site maintained by Operator on behalf of County.

3.10 Management Services. Contractor shall provide all management services as necessary and appropriate for the provision of the services to be provided by Contractor in accordance with the standards, terms, and conditions of this Agreement.

3.11 Sufficient Personnel. Contractor shall provide sufficient personnel so as to properly carry out Contractor's duties and responsibilities under this Agreement. Such personnel shall include not less than the number and nature of personnel as indicated on an Organization Chart to be submitted for approval of the County Administrator within thirty (30) days of the Effective Date. Such Organization Chart shall include the positions set forth in the organization chart attached hereto as Exhibit A. The approved Organization Chart may be amended from time to time with the approval of the County Administrator, and as otherwise provided in this Agreement.

3.11.0 General Manager of Food & Beverage.

3.11.0.1 All food and beverage operations by Contractor at the Center shall be supervised at all times by an active, qualified, competent manager (the "General Manager of Food & Beverage") or a designated qualified representative in the General Manager of Food & Beverage's absence.

3.11.0.2 The designation of the General Manager of Food & Beverage by Contractor, and of any replacement General Manager of Food & Beverage, shall be subject to approval by the County Administrator prior to employment of such person at the Center by Contractor. If the County Administrator reasonably disapproves of Contractor's General Manager of Food and Beverage, Contractor shall replace said individual in a timely manner, and that replacement shall similarly be subject to the County Administrator's approval, which approval shall not be unreasonably withheld.

3.11.0.3 The General Manager of Food & Beverage will devote his or her full time to the duties of said position, and will have no additional operational responsibilities to Contractor or in Contractor's organization other than to manage the food service operations at the Center at all times during the Term of this Agreement. Contractor agrees that the General Manager of Food & Beverage will reside within a Sixty (60) mile radius of the Center on a full-time basis. The provisions of this Section may be waived by the County Administrator in its sole discretion.

3.11.0.4. The General Manager of Food & Beverage is required to remain in the position for not less than two (2) years. Except as otherwise agreed to by the County Administrator, if Contractor voluntarily transfers the General Manager of Food & Beverage to another location prior to the expiration of the required stay, or the General Manager of Food & Beverage terminates employment voluntarily or involuntarily, Contractor will immediately supply an interim General Manager of Food & Beverage, and within ninety (90) days appoint a permanent replacement with comparable skill and experience to the departed General Manager of Food & Beverage. If Contractor should fail to supply such permanent replacement within such time, Contractor shall pay to the County the sum of twenty thousand dollars (\$20,000), as liquidated damages, and not as a penalty, the parties recognizing that the damage to the County from such failure to act is not readily amenable to calculation.

3.11.0.5. The General Manager of Food & Beverage or qualified designee shall be available at the Center during normal business hours and whenever Contractor may be engaging in any business at the Center hereunder. Said General Manager of Food & Beverage shall have full authority to make day-to-day business decisions on behalf of Contractor and shall be responsible for ordering and receiving merchandise, maintaining merchandise and supplies, marketing of Contractor's services, and supervision and training of all personnel employed in the business of Contractor at the Center, and further shall represent Contractor in dealing with the County Administrator and with the Operator.

3.11.1 Executive Chef.

3.11.1.1 Contractor shall employ an executive chef (the "Executive Chef") to be in charge of all kitchen operations of Contractor at the Center. The Executive Chef shall be hired with sufficient time of food preparation operations under his or her direction, including the preparation of recipes and menus and the hiring and training of personnel.

3.11.1.2 The designation of the Executive Chef by Contractor, and of any replacement Executive Chef, shall be subject to approval by the County Administrator prior to employment of such person at the Center by Contractor. If the County Administrator reasonably disapproves of Contractor's Executive Chef, Contractor shall replace said individual in a timely manner, and that replacement shall similarly be subject to the County Administrator's approval, which approval shall not be unreasonably withheld.

3.11.1.3 The Executive Chef shall be qualified by training and experience to make available to Center Licensees and Patrons a quality of food preparation equivalent to that of first-class hotels in Palm Beach County.

3.11.1.4 The initial Executive Chef and all future Executive Chefs will be required to remain in the position for not less than two (2) years. Except as otherwise agreed to by the County Administrator, if Contractor voluntarily transfers the Executive Chef to another location prior to the expiration of the required stay, or the Executive Chef terminates employment voluntarily or involuntarily, Contractor will immediately supply an interim Executive Chef, and within ninety (90) days appoint a permanent replacement with comparable skill and experience to the departed Executive Chef. If Contractor should fail to supply such permanent replacement within such time, Contractor shall pay to the County the sum of twenty thousand dollars (\$20,000), as liquidated damages, and not as a penalty, the parties recognizing that the damage to the County from such failure to act is not readily amenable to calculation.

3.11.2 Sales Manager. On or before October 1, 2007, Contractor will assign a qualified marketing representative (the "Sales Manager") to promote the food service operation to Licensees and other prospective users of the Center.

3.12 Ancillary Services.

Contractor will provide all ancillary services necessary to the provision of the Food Services, including but limited to the following:

3.12.1 Receipt, Storage, and Movement of Equipment and Supplies.

3.12.1.1 Contractor shall receive all food, merchandise, supplies, and food equipment at the Center's food receiving area, and then shall move these items to kitchen and storage areas in the Center.

3.12.1.2 Contractor shall provide all necessary equipment to properly move product from one location to another.

3.12.1.3 Contractor shall move supplies and equipment from storerooms in the Center to areas where such supplies and equipment are required for food and beverage preparation and service functions. The loading dock will be shared by Contractor, Operator, other service providers, and Licensees. Deliveries shall be scheduled so that the activity will not be in conflict with any move-in or move-out for any event.

3.12.2 Decorations. Unless otherwise directed by the Operator, Contractor is responsible for the covering and draping of tables, placing of decorations (e.g., flags, balloons, drapes, flowers, table stands with numbers, etc.) on tables, cleaning and removing of all service ware, table cloths, draping, and event-related refuse at the completion of the function in areas where food service functions are held. Contractor shall provide decorations for coffee service, food stations, buffets, etc. to provide an atmosphere suitable for the area equivalent to standards for first-class hotels in Palm Beach County.

3.12.3 Set-Up and Tear-Down. The parties specifically acknowledge and agree that the Operator shall be responsible for the setup and tear-down of all tables and chairs and staging, except those used for break service and those specifically required by Contractor for serving and staging.

3.13 Scheduling/Adequate Staff. Contractor agrees to operate within the framework of the Center's event schedule. When possible, the Operator will build reasonable time periods into the event schedule for set-up and removal of Contractor's equipment. However, if necessary, Contractor must provide adequate staff to perform required set-up and removal to accommodate the Center's schedule. Any use of the Operator's staff to set up or remove Contractor's equipment will be charged back to Contractor.

ARTICLE 4

RIGHTS OF USE

4.1 Facilities and Fixtures; Ancillary Equipment.

4.1.1 In order for Contractor to provide the Contractor's Services as set forth in this Agreement, the County hereby grants to Contractor and Contractor hereby accepts from the County the right to use, for the purposes of this Agreement, the Facilities and Fixtures defined in Section 1 hereof. Such right of use shall be exclusive, except as otherwise provided in Sections 3.7 or 14.2 or otherwise specifically provided in this Agreement.

4.1.2 In addition to the Facilities and Fixtures, the County hereby grants to Contractor and Contractor hereby accepts from the County the right to use for the purposes of this Agreement the Ancillary Equipment defined in Section 1 hereof. Such right of use shall be a

nonexclusive right to the shared use of such equipment in a manner consistent with the performance of Contractor's obligations under this Agreement.

4.2 Common Areas. The County hereby grants to Contractor the right to use, for the purposes of this Agreement, the Common Areas jointly with Operator and other parties authorized by the County Administrator, in such manner and for such purposes as may be necessary to carry out their duties and obligations under this Agreement.

4.3 Public Space. The County hereby grants to Contractor, as necessary for the provision of the Food Services, the use of the Public Space of the Center, as shall be specifically established in connection with each event.

4.4 Modification by County. The County reserves the right to withdraw, relocate, or limit any right of use described in this Section 4 as, in the determination of the County, is reasonably necessary for or beneficial to the overall management and operation of the Center, provided, however, that such withdrawal, relocation or limitation does not materially interfere with the performance of the services to be provided by Contractor under this Agreement.

ARTICLE 5

FACILITIES AND EQUIPMENT

5.1 Facilities and Equipment.

5.1.1 Standards. The Facilities and Equipment shall at all times include major kitchen, catering, and concession facilities and equipment adequate for the services required hereunder. Included in the Facilities and Equipment shall be office space that shall be adequate in all respects for Contractor's accounting, recordkeeping, sales, office operations, and money counting functions, and storage and commissary space for stock and equipment. The parties acknowledge their mutual intention that the Facilities and Equipment shall comprise a "turn-key" operation of first class quality, sufficient to enable Contractor to provide all of the services to be provided by Contractor under this Agreement. Contractor, by execution of this Agreement, acknowledges that the Facilities and Equipment as defined in this Agreement, including the Exhibits hereto, meet such standard.

5.1.2 Inspection. All Facilities and Equipment shall be made available for inspection by the County Administrator for routine inspection of maintenance, condition, customary use and reasonable care by Contractor. Contractor shall be responsive to deficiencies noted by the County Administrator and prosecute and finalize all repairs/corrections within a reasonable period following receipt of notice.

5.1.3 Property Acquisition and Asset Management. Contractor will cooperate and assist the County with the County's property acquisition and asset management rules and regulations with respect to the Facilities and Fixtures.

5.2 Furnishings and Equipment

5.2.1. Purchase by Contractor. Contractor has purchased the initial inventory of Furnishings and Equipment to be used by Contractor under this Agreement. (the "Initial Furnishings and Equipment Inventory"). The Initial Furnishings and Equipment Inventory (i) were sufficient for Contractor's performance of the Food Services in accordance with the standards established by this Agreement; (ii) consisted of those items listed in Exhibit G hereto; and (iii) were purchased at a cost not to exceed the amount established in Exhibit G hereto.

5.2.2. Funding by County. The County shall make or cause to be made to Contractor reimbursement for Contractor's actual expenditures for purchase of the Furnishings and Equipment substantially in accordance with the schedules provided in Exhibit G hereto, and in amounts not to exceed the total amount provided in said Exhibit G

5.2.3 Amendments to Exhibits F and G. Exhibits F and G may be amended from time to time pursuant to Sections 6. or 8. or as may otherwise be agreed to by the parties. Exhibit G also may be amended from time to time by the County Administrator in consultation with Contractor as may be deemed by the County Administrator to be in the best interest of the Center, so long as the total cost of such amendment does not exceed the amount of County funds available for such purpose and so long as such amendment does not result in a net reduction in the Furnishings and Equipment available to Contractor for performance of this Agreement unless agreed to by Contractor.

5.2.4 Asset Control. Contractor shall establish and implement a system of asset management and control with respect to the Furnishings and Equipment in accordance with industry standards and sufficient to protect the County's interest in such assets under this Agreement, subject to County approval, such approval not to be unreasonably withheld. Contractor also shall not take any action as may result in a lien or other encumbrance on any Furnishings and Equipment purchased with County funds under this Agreement.

5.2.5 Exclusive Use. The Furnishings and Equipment will be used by Contractor solely for the benefit of the Center, and may not be used by Contractor for any other purposes.

5.2.6 Passage of Ownership to County. Upon the termination of this Agreement, ownership of all Furnishings and Equipment purchased with County funds, including the initial Furnishings and Equipment and any additions or replacements thereto, shall automatically pass to the County, and upon termination of this Agreement there shall be no setoff of any claim Contractor may assert against the County, and Contractor shall deliver to County a current inventory of such Furnishings and Equipment together with appropriate documents evidencing transfer of ownership.

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ARTICLE 6
IMPROVEMENTS TO FACILITIES & EQUIPMENT

6.1. Facilities and Equipment Improvements Services Agreement. The parties acknowledge that the County may decide to make certain improvements to the Facilities and Equipment, including but not limited to the Facilities and Equipment utilized in the concession portion of the Food Service (the "Facilities and Equipment Improvements"), subject to the availability of funds for that purpose. In such event, the parties may enter into an agreement (the "Facilities and Equipment Improvements Services Agreement") for the provision by Contractor of certain services in connection with such the Facilities and Equipment Improvements, on such terms and conditions as to which the parties may agree.

6.2. Acknowledgment. The parties further acknowledge that they have entered into, and agree to perform fully their obligations under, this Agreement on the basis of the availability of the Facilities and Equipment as defined herein. Should the parties, after negotiations conducted reasonably and in good faith, fail to enter into the Facilities and Equipment Improvements Agreement, then no party shall be obligated to make or pay for any improvements to the Facilities and Equipment, and all other terms of this Agreement will remain in full force and effect.

6.3. Revision of Facilities and Equipment. The parties agree to amend Exhibits F and G of this Agreement to incorporate therein any changes to the Facilities and Fixtures and Furnishings and Equipment resulting from such Facilities and Equipment Improvements as may be made by the County.

ARTICLE 7
REPAIRS, MAINTENANCE AND CLEANING

7.1. Plan. Within thirty (30) days after the Effective Date, Contractor shall prepare and submit to the County Administrator for approval a plan (the Repair, Maintenance, and Cleaning Plan) providing for the repair, maintenance (including equipment servicing) and cleaning of the Facilities and Equipment (and incorporating by reference the contractual arrangements made by the County as provided in Section 7.2 below). Such plan shall include a definition of the frequency (time interval) and responsibility (Contractor or maintenance contractor) for the various area maintenance and cleaning functions, including areas used for refuse and waste disposal. The parties acknowledge that the County will enter into a Maintenance Service Agreement which will require that maintenance and repair responsibilities will be subject to County approval and inspection. Contractor agrees not to interfere with such inspection and to promptly comply with any corrective notices.

7.2. Preventive Maintenance and Repair Contracts. The County, acting through the Operator, shall enter into one or more maintenance service contracts for the maintenance and repair of the Facilities and Fixtures. The costs of such contract(s) and of all repairs shall constitute an Allowable Expense; provided, however, that repairs that are caused by the

negligence of Contractor, as determined in the sole and reasonable discretion of the County Administrator shall be paid by Contractor via set-off against other amounts due to Contractor under this Agreement. The County shall promptly arrange for the repair and/or replacement, at the County's expense, of any damages to the Facilities and Equipment resulting from their use by a Licensee or County under Sections 3.7.2 or 14.4.2 of this Agreement.

7.3 Services by Contractor. Except as provided in Section 7.2, Contractor will provide at all times such maintenance, custodial, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Facilities and Equipment. Such maintenance, custodial and cleaning services include the finishes of all surfaces (floors, walls, doors, ceilings, etc.). Grease traps and drains shall be kept free from build up and debris. The cost of such maintenance, custodial and cleaning services shall be an Allowable Expense.

7.4 Cleaning of Exhaust Systems. Contractor will be responsible for the cleaning of the kitchen exhaust systems to include the hood areas above the work stations. The County, acting through the Operator, will enter into a service contract for the cleaning of the duct systems and any grease build up on the related roto cones and exterior vents. The frequency of all such cleaning shall be based upon a schedule prepared by Contractor and approved by the County Administrator.

7.5 Cleaning of Common Areas. Contractor agrees to provide at all times cleaning of all Common Areas during and following their use. This includes the removal of all refuse, floor sweeping, wall washing, and floor mopping. The County will be responsible for refinishing the floors and painting wall surfaces. Contractor will assure that in the course of its operations hereunder in Common Areas, any and all spills are cleaned up immediately so as to avoid the occurrence of hazardous conditions.

7.6 Removal of Refuse. Contractor agrees to provide at all times such custodial and cleaning services as are necessary to ensure the removal of all waste materials and refuse resultant from the service of a catered food and/or beverage function held in one or more of the public spaces (function rooms and/or lobbies).

7.7 Waste Collection. All refuse and waste materials generated by Contractor's activities shall be collected and removed by Contractor to a central collection point in the Center designated by the Operator. Waste food shall be kept in closed containers until removal from Center. Such removal shall be made promptly during and after an event.

7.8 Sanitation Maintenance Contracts. The County, acting through the Operator, will maintain the dumpster/ compactor(s) and the adjacent dock/ drive areas in a clean, professional manner at all times. The frequency of area cleaning and of refuse "pick-ups" required will be dictated according to the time of year and volume of business.

7.9 Right of Use by Contractor. Contractor shall have the right to deposit the refuse and waste material generated from the Food Service operations into the dumpster/compactor(s)

provided by the County, and to the extent that such refuse and waste material is generated from Contractor's activities under this Agreement, the prorated portion of the cost of the dumpster/compactor service based upon volume of use and shall be an Allowable Expense. (Licensee/customer refuse shall be removed by Licensee/customers' service contractor.)

7.10 Vermin and Pest Control. The County shall contract for and administer a service agreement for vermin and pest control as necessary for the operations conducted by Contractor under this Agreement. The total of such costs from among the total of all costs of vermin and pest control for the Center shall be reasonably estimated by the County and shall constitute an Allowable Expense. In areas where food is prepared, dispensed or stored, Contractor further shall be responsible, via set-off against other amounts due to Contractor under this Agreement, for additional visits or service levels provided by exterminators if, in the sole and reasonable discretion of the County Administrator, the visit was necessitated by reason of the negligent cleaning and maintenance practices of Contractor.

7.11 Maintenance in Good Repair. Contractor shall maintain all equipment included in the Facilities and Equipment and Ancillary Equipment, whether furnished by the County or by Contractor, used in performance of Contractor's duties, including rolling stock, in a good state of repair, including maintenance or repair necessitated by ordinary wear and tear, to the extent that such equipment is not maintained or repaired under the terms of any mechanical or refrigeration contracts then in effect. This includes, though is not limited to, chafing dishes, carts, tray stands, proofing racks, shelving and furniture. Contractor will be expected to develop such policies and training procedures as are necessary to ensure that Contractor's employees follow the cleaning and light maintenance schedules and guidelines included in the operating manual provided by each equipment manufacturer (if applicable) and proper handling of all items of equipment. All repair or replacement cost resulting from the failure of Contractor to adhere to this practice and to the schedules and guidelines so provided shall be borne by Contractor and shall not be an Allowable Expense.

7.12 Replacement of Worn-Out Facilities and Fixtures and Ancillary Equipment. The parties acknowledge that the County, unless otherwise agreed by Contractor, shall replace all Facilities and Fixtures and Ancillary Equipment used by Contractor in operation of the Food Services that has reached the end of its useful life and has been rendered useless by normal wear and tear as determined by the County Administrator; provided, that Contractor shall pay for the replacement of any equipment owned by the County which is subsequently damaged beyond repair or rendered useless through the negligence of Contractor, its officers, agents, servants, employees, contractors, or licensees, or any other person over whom Contractor has the right of control.

7.13 Furnishings and Equipment Inventory Control. Contractor shall inventory, maintain and replace as necessary the Furnishings and Equipment, once every six months. Replacement costs in an annual amount of up to three fourths of one percent 0.75% of the Gross Receipts for such period shall be an Allowable Expense. Annual replacement costs in excess of

such amount shall be borne by Contractor, as a set-off against amounts due to Contractor hereunder.

ARTICLE 8

OTHER CONDITIONS OF PERFORMANCE

8.1 Relationship of Parties. Contractor is an independent contractor and as such is not an employee or agent of the County. All employees engaged in the work contracted for under this Agreement shall be employees of Contractor, and shall be paid directly by Contractor.

8.2 Compliance with Applicable Laws, Regulations, and Policies.

8.2.1 Contractor, its officers, agents, servants, employees, contractors, and licensees, and any other person over which Contractor has the right of control, shall comply with (i) all laws, ordinances, orders, directives, codes, rules and regulations of any and all federal, state, and local governmental agencies that may be applicable to Contractor's operations at the Center, without limitation; and (ii) the Center's Operations Manual as published and updated by the County from time to time not inconsistent with the terms of this Agreement.

8.2.2. In the event that any changes to the non-structural Facilities and Fixtures or to the Furnishings and Equipment are required as a condition of any permit and/or license held by Contractor or otherwise required by any laws, ordinances, orders, directives, codes, rules and regulations of any and all federal, state, and local governmental agencies applicable to Contractor's operations at the Center, then the parties agree to amend Exhibit F or G hereto, as the case may be, to provide for such changes, with the cost thereof to be paid by the County as an Allowable Expense.

8.2.3. Contractor shall notify the County of any changes in laws, regulations and policies, including but not limited to the Occupational Safety and Health Act, the Americans With Disabilities Act, and applicable building construction codes or agency interpretations thereof that require structural modifications to the Facilities and Fixtures. The parties shall mutually agree on the general type of modifications required to comply with such regulatory changes. The parties shall agree on the structural modifications, which shall be funded directly by either party, as an allowable expense. All structural changes are to be made by the County, or caused to be made by the County, and Contractor shall have no responsibility to make any such structural modifications. The Contractor shall use good faith efforts to implement operational changes required to comply with a regulatory change prior to requesting a structural modification.

8.3 Taxes and Fees; Licenses. Contractor shall pay, or in good faith contest, on or before their respective due dates, to the appropriate collecting authority, all federal, state, and local taxes and fees, which are now or may hereafter be levied upon Contractor, or upon its business conducted at the Center, or upon Contractor's interest hereunder, or upon any of Contractor's property used in connection therewith. Contractor shall, as an Allowable Expense, secure and maintain throughout the remaining Term of this Agreement, all licenses and operating

permits required to operate and maintain a food and beverage operation within the City of West Palm Beach, Palm Beach County, and the State of Florida. Copies of all permits and licenses, as well as any modifications to same, shall be provided to the County Administrator within 48 hours of receipt from the agency with jurisdiction.

8.4 Payment of Fines. Contractor agrees to pay, or guarantee payment of, all lawful fines and penalties as may be assessed against Contractor or the County in connection with the Contractor's Services for violations of federal, state or local laws, ordinances, ruling or regulations by Contractor or its officers, agents, servants, employees, contractors, licensees, or any other person over whom Contractor has the right of control, promptly upon written notice to Contractor of such fines or penalties, together with any legal fees or costs incurred by Contractor in connection with the assessment of such fines and penalties. No payment of any such fines, penalties, or legal fees or costs shall be an Allowable Expense unless such fines or penalties were not caused by Contractor, its officers, agents, servants, employees, contractors, or licensees, or any other person over whom Contractor has the right of control.

8.5 Performance Bond

8.5.1 On the date of execution of this Agreement, Contractor will provide the County with a document(s) providing financial guarantees under this Agreement. Such financial guarantee document(s) shall be in the minimum amount of One Million Dollars (\$1,000,000.00). This financial guarantee shall be in the form of a surety bond acceptable to the County issued by an insurance company or surety company qualified to do business in the State of Florida, which company is acceptable to the County, and shall be substantially in the form attached hereto as Exhibit B.

8.5.2 Commitment documents providing for continuation or replacement of the financial guarantee documents shall be received by the County at least thirty (30) days prior to expiration.

8.5.3 Failure to renew such financial guarantee(s) upon expiration of their coverage term shall be deemed an event of default.

8.6 Operation in Safe Manner, Non-Interference. Contractor will perform the Contractor's Services hereunder in a safe manner without interfering with the use of the Center by the Operator or any Licensees or Patrons.

8.7 Confidentiality. Each party will keep confidential all booking information and other information in the nature of trade secrets of the other party to the fullest extent permitted by applicable law.

8.8 Convention Center Names and Logos. While providing services under this Agreement, Contractor shall use the County's and the Facility's name and logo on stationery, clothing, cups, containers, napkins, and similar items, and other articles, and in advertising and whenever conducting business for the Facility. The design, format, font and overall appearance of said stationery and other articles and the purposes of their usages are subject to the prior approval of the County Administrator.

8.9 Contractor Name and Logo. In the course of the provision of Contractor's Services under this Agreement, Contractor shall not use, or allow or require Contractor's employees or agents to use, uniforms or other articles of clothing, stationery, brochures, business cards, or other materials bearing Contractor's name or any trade name of Contractor or any logo or other identifying mark or emblem of Contractor.

8.10 Nondiscrimination.

8.10.1 Contractor shall not discriminate against any employee employed in connection with this Agreement, or applicant for such employment, on the grounds of race, religion, color, national origin, sex, age, handicap, disability, sexual orientation, or marital status. The foregoing shall be deemed to include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8.10.2 Furthermore, Contractor will not discriminate against any subcontractor, potential contractor, or participant hereunder, on any of the above prohibited grounds.

8.10.3 In all solicitations or advertisements for employees in connection with this Agreement, Contractor shall include the phrase, "equal opportunity employer".

8.10.4 Every subcontract entered into by Contractor in connection with this Agreement, shall include the provisions of Sections 8.10.1 and 8.10.2 with respect to the subcontractor's performance of the subcontract.

8.11 Subcontracting.

8.11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. Contractor is encouraged to seek Palm Beach County certified small business enterprises for participation in subcontracting opportunities.

8.11.2 If a subcontractor fails to perform and it is necessary to replace the subcontractor to complete the work in a timely fashion, Contractor shall promptly do so, subject to acceptance of the new subcontractor by the County Administrator.

8.11.3 Contractor agrees to abide by all provisions of the County's Small Business Enterprise ("SBE") Ordinance as codified in the Palm beach County Code, Sections 2-80.21 through 2-80.35, as it may be amended, applicable to subcontractors, and agrees that failure to comply with any of the applicable requirements thereof will be considered a breach of contract.

8.11.4 Contractor understands that each SBE firm utilized under this Agreement must be certified by Palm Beach County in order to be counted towards the SBE participation level specified above.

8.11.5 Contractor understands that the Palm Beach County Office of Small Business Assistance ("OSBA") will monitor Contractor and its subcontractors for compliance with its commitment to SBE participation. Accordingly, Contractor agrees to furnish progress payment reports, with each billing, to the County Administrator indicating the level of the SBE participation achievement to date.

8.11.6 Upon request of the County Administrator, Contractor will provide the County with a copy of Contractor's contracts with all SBE subcontractors, and any other related documentation.

8.11.7 Any SBEs that, for any reason, no longer remain associated with Contractor for purposes of this Agreement shall be replaced with other certified SBEs, unless approval to the contrary is granted by the County Administrator following review of the matter with the Executive Director of the County's Tourist Development Council and the County.

8.11.8 Contractor understands that it is prohibited from making any agreements with any SBE in which the SBE promises not to provide subcontractors' quotations to other bidders or potential bidders.

8.11.9 Contractor agrees to maintain all relevant records and information necessary to document compliance with the County's SBE Ordinance and will allow the OSBA to inspect such records.

8.11.30 Contractor shall certify in writing that all subcontractors, subconsultants, and suppliers have been paid for work and materials from previous payments received by Contractor prior to receipt of any further payments hereunder. During the Contract and upon completion of the Contract, the County may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, subconsultant or supplier and the County or any liability on the part of the County for Contractor's failure to make timely payment to the subcontractor, subconsultant or supplier.

8.12 Resolution of Conflicts among Service Operators. Should a conflict arise between Contractor and other service operators at the Center regarding the scope of service privileges except Food Services, the decision of the County Administrator shall be final.

8.13 Right to Develop Center - It is acknowledged by the parties that the County has the right to further develop or improve the Center as it may see fit, regardless of the desires or views of Contractor and without interference or hindrance.

8.14 Additional Facilities. The parties acknowledge that the Center is planned to be associated with an adjacent hotel and to include certain expanded facilities to be constructed in the future. The parties further acknowledge that during construction of the referenced projects, the County will use its best efforts to minimize interferences with the operations of Contractor during such construction. However, it is expressly acknowledged and agreed by the parties that the County does not assume any liability for disruption, loss, or damage that may be incurred by Contractor or Contractor's employees, contractors, or patrons as a result of any construction or expansion of the Center or affiliated facilities. The parties agree to renegotiate reasonably and in good faith the terms of this Agreement as may be reasonably necessary and appropriate due to the effects of any such construction or expansion so as to maintain the basis of the bargain of this Agreement and assure continued Food Services to clients and patrons of the Center in accordance with the standards of this Agreement.

8.15 Security and Identification.

8.15.1. Contractor shall take all reasonable measures necessary to comply, and to cause its employees, subcontractors and temporary labor suppliers to comply, with applicable security laws, rules and regulations of the County, and Federal, state, and local governments. All such security measures taken by Contractor to comply with such County, Federal, state, and local requirements shall be treated as an Allowable Expense.

8.15.2. Contractor shall prohibit its employees, subcontractors, and temporary labor suppliers from consuming or possessing controlled or illegal substances (unless prescribed) and consuming alcohol at the Center.

8.15.3. Contractor shall attest in writing that a criminal history check as provided herein, to the extent allowed by law, has been conducted on each of its permanent employees and is available for inspection by the County Administrator, to the extent permitted by law, prior to that employee's starting work. Such criminal history checks shall be updated annually for each employee and results made available for inspection by the County Administrator.

8.15.4. The County reserves the right to require Contractor to deny access or remove from the Center on a limited or on-going basis any employee (including any temporary laborer) of Contractor or its subcontractors who presents a security or safety risk, in the County's sole discretion, to the Center itself, employees of the Operator, other contractors or Licensees of the Center, or patrons of events held at the Center.

8.15.5. Each employee of Contractor and its subcontractors (including temporary labor) shall be required to wear a picture identification card or badge ("**Identification**") at all times within the Center, bearing the name of the Center, the employee, and Contractor or subcontractor by whom the employee is employed. The form and graphics of the Identification shall be in a form approved by the County Administrator. Contractor shall supply such Identification to all affected personnel, or pay for same if Identification is provided by the County.

ARTICLE 9

OPERATING STANDARDS AND REQUIREMENTS

9.1 Inspections by Regulatory Agencies. Contractor shall allow unimpeded inspections as required by any agency having jurisdiction over the Center. Contractor shall notify the County Administrator of such inspections in a timely manner so that the County can have its representative or Operator present at the time of the inspection. In the event that County or Operator staff is not present during the inspection, Contractor shall immediately report to the County Administrator any deficiency or violation which immediately impacts the Contractor's ability to perform the Contractors' Services under this Agreement or requires the immediate shut-down of the kitchen or discontinued use of any individual piece of equipment pending correction of the deficiency or violation. Contractor shall provide the County Administrator with copies, within twenty-four (24) hours of receipt, of any and all reports received from any regulatory agency. Contractor shall take immediate action to remedy any and all findings included within the reports. A copy of all written responses generated by Contractor to the state or local health inspector shall be delivered to the County Administrator within twenty-four (24) hours of the time of responding by Contractor.

9.2 Determination of Compliance. The County Administrator shall have the right to reasonably determine Contractor's compliance with all operational standards established in this Section 9 so long as such determination is not arbitrary or capricious.

9.3 Hours of Operation. Contractor shall have food and beverage outlets open and in operation before, during and after all events at times determined by the County Administrator. Contractor shall have at least one service stand open and operating during move-in days for trade shows, exhibits, conventions, and the like. Otherwise, Contractor shall be available and open for business at such times as shall be determined by the County Administrator.

9.4 Preparation On-Site. All food and beverage items shall be prepared at the Center, except that Contractor may procure baked goods prepared off-site and such other goods as may be approved by the County Administrator.

9.5 Use Only at Center. Contractor may prepare food and beverage and utilize equipment and small wares to service and use outside of the Center for off-site catering and events. All Gross Receipts from such events are included as Gross Receipts under this Agreement.

9.6 Quality of Products.

9.6.1 The quality and quantity served at food and beverage functions and all products provided in the Service operations shall at all times be at the approval of the County Administrator. If at any time the County Administrator deems a product unsafe or unfit for service, it will be removed and replaced with one that complies with health codes and approved specifications. The cost of replacement of any item that has been rendered unsafe or unfit for service due to the negligence of Contractor or its officers, agents, servants, employees, contractors, or licensees or any other person over which Contractor has the right of control shall not be an Allowable Expense.

9.6.2 All items sold or provided by Contractor under the provisions of this Agreement shall conform to all applicable regulations, and shall be of the highest quality, meeting or exceeding the quality and quantity of comparable food and beverage items sold or offered at first-class hotels serving food and beverages in Palm Beach County. Food and beverage items purchased for use at the Center shall be first quality, wholesome and pure, and all products on hand shall be stored and handled with due care for sanitation. Food and beverage items that do not meet the standards set forth in this Section 9.6.2 shall be immediately removed from the Center and shall not be returned.

9.7 Names of Suppliers. The County Administrator may, at his/her discretion, request, and Contractor shall furnish, the names of all suppliers used by Contractor.

9.8 Changes in Products. Contractor from time to time may request approval from the County Administrator to alter the types of products of a food and beverage nature. Further, the County Administrator may notify Contractor to add to Contractor's menu food items that are in public demand. Any actual or perceived degradation in the products of a food and beverage nature shall be conveyed to Contractor in writing by the County Administrator. Contractor shall add or reinstate products and/or upgrade specifications to the County Administrator's reasonable satisfaction within ten (10) days of such notification; provided that such products and/or upgrade specifications are available to Contractor at equivalent prices, terms, quality and quantity as are generally available to Contractor from suppliers of similar products and/or upgrade specifications. In addition, products and/or upgrade specifications will be comparable to those preferred by Contractor with respect to prices, terms, quality, quantity and customer acceptance. Notwithstanding the foregoing, the County reserves the sole right to grant advertising and sponsorship rights for food and beverage products consumed at the Center. Pursuant to granting advertising and sponsorship rights, the County reserves the final right to specify any or all of Contractor's sources of supply; provided, however, that Contractor shall, in its sole discretion, select the vendors of the supply sources and shall not be obligated to utilize sources of supply whose level of quality, services, and/or prices are not competitive with those normally available to Contractor. Contractor shall not execute any supplier contracts for supplies at the Center, other than those cancelable on thirty (30) days' notice, without the written consent of the County, which consent shall not be unreasonably withheld.

9.9 Prices. Contractor shall charge prices that shall not be greater than prices typically charged for similar products of a food and beverage nature sold or offered for sale in first-class hotels in serving food and beverages in Palm Beach County. Not more than sixty (days) days after the Effective Date, Contractor shall submit to County Administrator for approval selling prices applicable to the first Year, or partial Year, of operation. Not less than sixty (60) days prior to the expiration of any Year, Contractor shall in writing submit to the County Administration for prior written approval any increase in prices to be charged during the subsequent Year. In the event that the County Administrator shall not approve one or more items of price increase requested by Contractor, Contractor may, but shall not be required to, increase the particular price by the amount of the percentage of increase in the consumer price index applicable to the Greater West Palm Beach/Boca Raton geographic area which occurred in the then current Year and as announced by the United States Department of Commerce.

9.10 Personnel

9.10.1 Personal Conduct.

9.10.1.1 All personnel utilized by Contractor in performing its operations hereunder shall be neat, clean and courteous at all times. No loud, boisterous or otherwise improper actions or language shall be permitted by such personnel. Such personnel shall not use alcoholic beverages and/or narcotic substances while on duty. All such personnel shall be subject to such rules of conduct as may be promulgated by the County from time to time.

9.10.1.2 While on duty, such personnel shall wear appropriate uniforms and name tags approved by the County Administrator. Such personnel shall enter and leave the Center via the entrance(s) so designated by the County. Only such personnel actually working shall be permitted in the Center without charge.

9.10.2 Health Examinations. All such personnel of Contractor shall be required to pass all health examinations as required by law.

9.10.3 Safety of Personnel and Other Persons. Contractor shall at all times enforce by adequate supervision and training of supervisory personnel a safe working environment for all its employees, including the supervision of all services performed under this Agreement by Contractor. Contractor agrees to cooperate fully with the County in any employee or public safety program sponsored by the County. Contractor agrees to conduct all of its operations with due diligence and care for the safety of all persons at all times.

9.11 Alcoholic Beverage Licenses.

9.11.1 Maintenance of License. Contractor shall at all times during the Term hereof maintain all beer, wine and liquor licenses necessary under the laws of the State of Florida and any political subdivision thereof to serve such beverages by the drink in the Center. The cost, including

legal fees, of acquiring and maintaining such licenses shall be an Allowable Expense in accordance with the terms of Section 10.3.1.

9.11.2 Exercise of Sound Judgment. Contractor shall at all times exercise prudent, reasonable and experienced judgment in the serving of alcoholic beverages.

9.11.3 Personnel. Contractor shall use only qualified and supervised personnel with training and experience in the sale of such beverages.

9.11.4 Surrender of License. Upon the termination of this Agreement, Contractor shall immediately transfer its beer, wine and liquor licenses to the County, or to such person or entity as the County shall direct.

9.11.5 Suspension or Revocation of Contractor's License. In the event that any of Contractor's alcoholic beverage licenses applicable to its operations under this Agreement are suspended or revoked, Contractor shall continue to provide Contractor's Services in all other respects and shall, at its sole cost and expense, obtain the services of a third party that is reasonably acceptable to the County and which possesses all necessary alcoholic beverage licenses to operate as provided for in this Agreement the alcoholic beverage services that are subject to the suspended or revoked license(s) until Contractor shall have reinstated or obtained substitutes for said licenses. For any period of time during which Contractor has been unable to provide (directly or through such a third party) alcoholic beverage service at the level required by this Agreement as a result of the suspension or revocation of Contractor's any of alcoholic beverage licenses, Contractor shall pay to the County an amount necessary to reimburse the County for the revenues lost under this Agreement resulting from such inability to provide alcoholic beverage service. The failure by Contractor to obtain the services of such a third party, or to reinstate or obtain substitutes for such licenses, within thirty (30) days of their suspension or revocation, shall constitute a material default by Contractor under the provisions of this Agreement and the County shall be entitled to terminate this Agreement as provided in Section 12.3.5 hereof.

9.11.6. Adjustment to Contractor's Compensation. In the event that Contractor is prohibited completely from offering alcoholic beverages for sale at the Center (other than as a result of the fault of Contractor), the parties shall promptly negotiate in good faith to determine an equitable adjustment in the Contractor's Profit Share to compensate Contractor for the effect of such prohibition. The amount of the adjustment shall be negotiated and determined so as to provide Contractor with the continued ability to receive a fair and reasonable Contractor's Profit Share for the duration of the prohibition. It also is understood that an equitable adjustment in the Contractor's Profit Share can occur regardless of whether the prohibition is imposed by the governmental authorities, or any other party having the right to do so.

ARTICLE 10
FINANCIAL PROVISIONS

10.1. Procedure for Approving Budget. Contractor will prepare an Annual Operating Budget and submit it to County Administrator in accordance with an established County budget schedule, for review and approval by the Tourist Development Council and the County. Such budget will include a statement of (i) projected Gross Receipts based upon the event schedule supplied by the DPBC and/or County, (ii) estimated Allowable Expenses, (iii) estimated Marketing Reserve Fund (as defined in Section 10.4.3 herein) expenditures, (iv) any funds required from the County, and (iv) any recommended capital expenditures to be made during such Year to replace or modify any of the Facilities and Equipment. The proposed Annual Operating Budget shall include any changes to the Center's food service operations or the Facilities and Equipment that Contractor reasonably recommends and any other additions, improvements, or changes that the County reasonably establishes. Such proposed Annual Operating Budget shall be subject to the County's and the Tourist Development Council's reasonable and timely approval, which approval shall not be unreasonably withheld. All operating expenditures made by or on behalf of Contractor under this Agreement shall be in accordance with the Annual Operating Budget as it is in effect at the time of the expenditure.

10.2 Procedure for Handling Revenues.

10.2.1 Statements: Contractor shall provide the Operator, with copy to the County, with a statement of Gross Receipts for each event day/ each license agreement within two (2) days of such event day. On or before the fifteenth (15th) day following the end of each Accounting Period, Contractor shall provide the Operator, with copy to the County, with a statement of Gross Receipts and Allowable Expenses for such Accounting Period, together with payment of County's Profit Share with respect to such Account Period. For the purposes of this Agreement, "*Accounting Period*" shall mean a calendar month. Each such statement shall be in a format mutually agreeable to parties and shall include a comparison with, and an explanation for any variations from, the Operating Budget for such Accounting Period.

10.2 Annual Statement: Within sixty (60) days following the end of each Year, Contractor shall provide to the County a profit and loss statement for such Year. In the event that an annual profit and loss statement indicates that the County or Contractor actually received amounts which are greater than or less than the amounts that should have been received pursuant to the provisions of this Agreement, the parties shall, within twenty-five (25) days following the receipt of the annual profit and loss statement, make such payments to each other as may be necessary to insure that the County and Contractor have received the full and correct amounts to which each is entitled based upon the annual profit and loss statement.

10.2.3 Cash Handling and Cash Management Policies. Through a combination of rigid written accounting procedures and internal audit tests, Contractor shall employ the appropriate internal control procedures to protect against the misappropriation of cash funds, which procedures

shall be subject to the reasonable approval of the County. In addition, Contractor shall deposit all cash Gross Receipts on a daily basis in a federally-insured depository institution mutually acceptable to the parties.

10.3 Procedure for Determining and Paying Costs

10.3.1 Allowable Expenses. The County, and not Contractor, will bear all Allowable Expenses. Contractor will fund, on the County's behalf, all Allowable Expenses from Gross Receipts. If, for any Accounting Period, available Gross Receipts are insufficient to cover Allowable Expenses, the County shall pay to Contractor the amount of such shortfall within fifteen (15) days following receipt of Contractor's invoice and County's review thereof. As used herein, "Allowable Expenses" shall mean all reasonable direct costs incurred by Contractor in the provision of Contractor's Services at the Center, for the following: (i) payroll and personnel costs (including, without limitation, training programs, bonuses and costs of fringe benefits of the type customarily provided by Contractor and its affiliates to employees, workers' compensation payments, and payroll taxes), (ii) product costs (excluding allowances, discounts, and rebates not specifically resulting solely from operations at the Center), (iii) permit and license fees, (iv) taxes (including without limitation, state and local sales taxes), (v) the cost of insurance, including costs of premiums and deductibles, (vi) accounting and audit fees, (vii) legal costs (other than fees and costs relating to (I) any litigation between Contractor and the County, (II) any insured proceeding, and (III) any proceeding in which Contractor does not prevail (provided, that under no circumstances shall the term "legal costs" be construed to include damages imposed against Contractor in any proceeding, nor shall Contractor be entitled to reimbursement for legal costs to the extent that the same exceed 33 1/3% of the damages recovered by Contractor in such proceeding unless approved by the Bureau), (viii) repair, maintenance, and replacement costs, (ix) Contractor Management Fee, (x) utility installation not provided by the County, (xi) maintenance, custodian, cleaning and trash removal costs including cost of dumpsters and other services required under Section 7, (xii) fees and charges on credit card transactions, (xiii) Marketing Reserve Fund accruals, (xiv) utility costs prorated for Contractor's Services, (xv) health examinations and security and identification expenses, (xvi) relocation cost of Contractor's initial Food & Beverage Director in an amount not to exceed \$25,000, (xvii) replacement of Furnishings and Equipment up to an annual amount equal to 0.75% of Gross Receipts, (xviii) Contractor's on-site supervision and support services such as accounting and payroll services, (xix) pest and vermin control costs, (xxiii) preventive maintenance costs, (xxi) bad debts (actual, and not estimated, uncollectible receivables), (xxii) costs of purchase or modification of any of the Facilities and Fixtures or of the Furnishings and Equipment as provided in Exhibit F or G or any amendments thereto; (xxiii) any expense identified as an Allowable Expense by the terms of this Agreement and (xxiv) any other expenses determined to be Allowable Expenses by mutual agreement of the parties.

10.3.2. Definition. For the purposes of Section 10.3.1, the term "reasonable" shall mean commercially reasonable with reference to generally accepted standards of the food service industry for operations at first class hotels serving food and beverages in Palm Beach County.

10.3.3. Good Faith; Dispute Resolution. Both parties shall cooperate in the implementation of the provisions of this Section 10.3 in a spirit of good faith and fair dealing so as not to defeat the rights of the parties as set forth herein. To the extent that the parties otherwise cannot resolve any dispute between them arising out of this Section 10.3 through their mutual good faith efforts to do so, the parties agree to participate in a process of non-binding dispute resolution before an independent industry consultant determined by mutual agreement of the parties before attempting to resolve such dispute through litigation. In the case of any such dispute resolution, the parties shall share equally the cost of the independent industry consultant and any associated logistical costs, and shall each pay their respective legal costs.

10.4 Procedure for Determining and Paying Fees.

10.4.1 Contractor's Compensation. Notwithstanding anything contained herein to the contrary, in consideration of its management of the Food Services, Contractor shall be entitled to receive from the County the following: (i) a fixed management fee ("**Management Fee**") of \$8,333.33 for each Accounting Period (or a prorated amount for any portion of an Accounting Period); additionally, Contractor shall be entitled to eight percent (8%) of Net Profits each Year ("**Contractor's Profit Share**"). The parties agree that in no event shall Contractor share in the losses, if any, for any Year.

10.4.2 Payment. Contractor shall be permitted to retain the applicable Management Fee from Gross Receipts at the end of each Accounting Period. If, in any Accounting Period, available Gross Receipts are insufficient to permit Contractor to retain any portion of Management Fee for such Accounting Period after paying all Allowable Expenses for such Accounting Period, the County, through the Operator, shall pay to Contractor the amount of such shortfall within fifteen (15) days following receipt of Contractor's invoice therefor. Upon the twenty-fifth (25th) day following the end of each Accounting Period, Contractor shall retain Contractor's Profit Share and pay to the County, through the Operator, the balance of Net Profits, if any ("**County's Profit Share**"), attributable to such Accounting Period. "Net Profits" shall mean Gross Receipts, less Allowable Expenses.

10.4.3 Marketing Reserve Fund. Contractor shall accrue to a marketing reserve fund (the "**Marketing Reserve Fund**") an amount equal to two percent (2%) of the Gross Receipts. Contractor shall use the amounts in the Marketing Reserve Fund to fund the cost of marketing activities (other than internal personnel expenses, which shall be an Allowable Expense). The Marketing Reserve Fund need not be deposited into a separate bank account and may be commingled with other funds of Contractor. Contractor, on a quarterly basis, shall provide to the County Administrator a statement of the Marketing Reserve Fund balance and a summary of the Marketing Reserve Fund activity. Upon the expiration or sooner termination of the Term, Contractor shall remit to the County the then outstanding balance of the Marketing Reserve Fund.

10.5 Accounting Records. Contractor shall maintain detailed, accurate and complete financial and other records of all activities performed under this Agreement which shall be consistent with Generally Accepted Accounting Principles. County shall have access to such

records. Contractor shall keep, throughout the entire term of this Agreement or any extension hereof, all books of account and records customarily used in this type of operation, and as from time to time may be required by the County, in accordance with Generally Accepted Accounting Principles. Such books and records shall be retained and available for such period of time as is provided herein unless otherwise approved by the County. The County, at all times throughout the term of this Agreement or any extension thereof and for up to three (3) years following expiration, shall have the right to audit and examine during normal working hours all such records and books of account relating to Contractor's operations hereunder; provided, that Contractor shall not be required to retain such books of account and records for more than three (3) years after the end of each Year of this Agreement. If the books of account and records are kept at locations other than the Center, Contractor shall arrange for them to be brought to a location convenient to the auditors for the County, or the Contractor, as the case may be, in order for the County to conduct the audits and inspections as set forth in this Section.

10.6 Audit Requirement. At the close of each Year during the term of this Agreement or any extension thereof, Contractor shall cause an audit to be completed of its accounting transactions relating to its operations under this Agreement for such Year by an independent Certified Public Accountant chosen and/or hired by the County. A report of each said audit will be delivered to the County within ninety (90) calendar days of the close of such Year, unless an extension of such time period is approved by the County, in advance, in writing. The first such audit report shall commence as of the Effective Date hereof and the last said audit report shall cover the period through Contractor's last day of operation pursuant to this Agreement. Each such audit report shall set forth, with respect to such Year:

(i) A schedule of all amounts due from or to the County pursuant to this Agreement, and the actual amounts remitted to or by the County; and

(ii) A monthly schedule of Gross Receipts from the following sources:

(I) Catering operations;

(II) Concession operations; and

(II) Alcoholic beverage operations.

Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards as the same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor Board or Agency thereto, shall be deemed to be a material breach of this Agreement. In addition to the audits conducted by Contractor, the County shall have the right to audit, by an independent auditor, Contractor's books and records directly relating to Gross Receipts and Allowable Expenses under this Agreement at any time for purposes of verifying Gross Receipts, Allowable Expenses, and other financial items with respect to Contractor's operations hereunder. Any adjustment due under any such audit will be determined

by the parties, and payment remitted to the party to whom it is due within thirty (30) calendar days from receipt and acceptance of said audit report by the County. If any auditor determines that the computation of Gross Receipts or Allowable Expenses contained in a statement for the audited period is inaccurate, then either Contractor shall pay to the County, or the County shall pay to Contractor, as the case may be, such amount as is necessary to reflect the adjustment of Gross Receipts or Allowable Expenses based upon the auditor's determinations (*the "Adjusted Amount"*). If the auditor determines that the computation of Gross Receipts is understated by five percent (5%) or more, or that the computation of Allowable Expenses is overstated by five percent (5%) or more, then, in addition to the Adjusted Amount, Contractor shall pay the entire reasonable cost(s) of the auditor's engagement pursuant to this Agreement. In all other events, the cost of the audit and the costs of the County's inspection of the books and records of Contractor shall be borne by the County, as the case may be. Contractor agrees to cooperate and meet with the County Administrator to answer any questions relating to this Agreement.

10.7 Timely Payments of Costs. Contractor will pay all bills and payroll costs incurred in normal operations under this Agreement according to established terms of credit. Contractor shall utilize and follow the credit policy for banquet customers to be billed after the event, as submitted by Contractor and approved by County Administrator from time to time.

10.8 Accounting Equipment. Contractor shall install and use, or cause to be installed and used, at locations in the Center where sales are made, cash registers, sales slips, invoicing machines and other automatic accounting equipment or devices required to properly and accurately record the Gross Receipts on all sales, services and other business transactions made by Contractor under this Agreement.

ARTICLE 11

INDEMNIFICATION AND INSURANCE

11.1 Indemnification

11.1.1 Indemnification by Contractor. Contractor shall indemnify, hold harmless and defend the County, its officials, agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Contractor, its agents, servants or employees in the performance of Contractor's duties under this Agreement, except to the extent that such claim, demand or cause of action is attributable to the error, omission, or negligent act of the County or its officials, agents, servants or employees.

11.1.2 Survival. The indemnification provided under Section 11.1 shall survive the expiration or early termination of this Agreement.

11.2. Insurance

11.2.1. Insurance Requirements. Unless otherwise specified in this Agreement, Contractor shall maintain in full force and effect at all times during the life of this Agreement or

the performance of work hereunder, insurance coverage as described herein at limits, including endorsements, set forth below. No modification or change in these requirements shall be made without the County's approval. Contractor shall deliver to the County, Certificate(s) of insurance evidencing that such policies are in full force and effect, not later than thirty (30) calendar days prior to the Effective Date of this Agreement. All insurance policies shall be issued by insurers licensed in the State of Florida and rated A- VIII by A.M. Best Company. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

11.2.2. Commercial General Liability. Contractor shall maintain a standard ISO version Commercial General Liability policy, or its equivalent, with limits of \$6,000,000 each occurrence providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Acts of Independent Contractors, Contractual Liability, Broad Form Property Damage, Personal Injury, Fire, Legal Liability, Miscellaneous Professional Liability or similar Errors and Omissions coverage for negligent acts, errors, or omissions of Contractor or any person employed or Contractor's liability for persons acting or Contractor's behalf (including but not limited to subconsultants), and in accordance with all of the limits, terms and conditions set forth herein, and Severability of Interest including Cross Liability, and be in accordance with all of the terms and conditions set forth herein. If the policy contains a general aggregate provision it must be written on a per location basis. Contractor agrees this coverage shall be provided on a primary basis for losses covered under the policy arising from Contractor's operations under this Agreement.

11.2.3. Business Automobile Liability. Contractor shall maintain a standard ISO version Business Automobile Liability, or its equivalent with limits of \$6,000,000 each accident providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis for losses covered under the policy arising from Contractor's operations under this Agreement. Notwithstanding the foregoing, should Contractor not own any automobiles, the business auto liability requirement shall be amended to allow Contractor to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

11.2.4. Worker's Compensation & Employer's Liability. Contractor shall maintain Worker's Compensation Insurance & Employers Liability. This coverage shall be in amounts not less than those required by applicable statute for Worker's Compensation coverage, and not less than \$100,000/\$500,000/\$100,000 for Employer's Liability coverage, and in accordance with all of the terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis for losses covered under the policy arising from Contractor's operations under this Agreement.

11.2.5. Liquor Liability: Contractor shall maintain Liquor Liability coverage with limits of \$6,000,000 each occurrence in accordance with all of the terms and conditions set forth

herein in the event a liquor license or permit is required, whether maintained or not; liquor is served with or without a charge to the general public; liquor is served as a means of generating revenue for a fund raising event; liquor is served by a third-party contracted by the insured for any of the foregoing reasons mentioned above; and/or liquor is offered for the purpose of financial gain or livelihood. Liquor includes beer or wine. Coverage may be provided by way of the Commercial General Liability policy utilizing Liquor Liability endorsement CG 24 08. Contractor agrees this coverage shall be provided on a primary basis for losses covered under the policy arising from Contractor's operations under this Agreement.

11.2.6. Umbrella or Excess Liability. If necessary, Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, Liquor Liability, Professional Liability and Employer's Liability coverage under Umbrella or Excess Liability. If the policy contains a general aggregate provision it must be written on a per location basis and shall be in an amount of not less than \$6,000,000. The County shall be included as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis without exceptions. Contractor shall provide this coverage on a primary basis for losses covered under the policy arising from Contractor's operations under this Agreement.

11.2.7. Employee Dishonesty Insurance. Contractor shall maintain Employee Dishonesty Insurance in an amount not less than \$1,000,000 written on a blanket basis covering all officers and employees. Coverage shall include a sixty (60) day discovery period, be written on a "Loss Discovered" basis, and include coverage for property of the County while located on the premises of the Center.

11.2.8. Property Insurance. Contractor shall maintain property insurance (the "Property Insurance") on the Furnishings and Equipment written on a replacement cost basis in an amount not less than one hundred percent (100%) of the replacement cost of the Furnishings and Equipment.

11.2.9. Loss Payee. Contractor shall endorse the County as a loss payee on the Property Insurance, with coverage on a primary basis. The loss payee endorsement shall read "Palm Beach County Board of County Commissioners".

11.2.10. Additional Insured Endorsements. Contractor shall include the County as Additional Insureds on each insurance policy required to be maintained by Contractor, except for Worker's Compensation, Business Auto, Professional Liability, and Property Insurance. The CG 2026 Additional Insured - Designated Person or Organization or CG 2010 Owners, Lessees, or Contractors (Form B) endorsement, or their equivalent, shall be endorsed to the Commercial General Liability policy. Other endorsed policies shall provide a standard Additional Insured endorsement offered by the insurer. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents shall be included as Additional Insured by blanket Additional Insured endorsement. Contractor shall agree that the Additional Insured endorsements shall provide coverage on a

primary basis for losses covered under the policy arising from Contractor's operations under this contract. Endorsement shall be in accordance with all of the terms and conditions set forth herein.

11.2.11. Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy providing coverage during the life of this Agreement. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy in which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the terms and conditions set forth herein.

11.2.12. Review of Self-Insured Retention or Deductible: When a self-insured retention or deductible exceeds \$100,000, the County reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statements in determining whether to reject or accept a higher self-insured retention or deductible.

11.2.13. No Representation of Coverage Adequacy: The coverages and limits identified herein have been determined to protect primarily the interests of the County only, and Contractor agrees in no way should the coverages and limits established herein be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise

11.2.14. Certificate of Insurance. Certificates of Insurance must provide clear evidence that Contractor's insurance policies contain the minimum limits of coverage and terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each certificate. In the event the County is notified that a required insurance coverage will cancel or be non-renewed during the period of this Agreement the Contractor shall furnish prior to the expiration of such insurance, a new or revised certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and any extension thereof is in effect. The County reserves the right to withhold payment, but not the obligation, to Contractor until coverage is reinstated. The Certificate holders' addresses should read as follows:

(Remainder of page intentionally left blank.)

County Administrator,
Palm Beach County
301 N. Olive Ave., 11th Floor
West Palm Beach, FL 33401

Director, Contracts Development and Control
Palm Beach County
301 N. Olive Ave., 10th Floor
West Palm Beach, FL 33401

11.2.15. Allowable Expense. Any and all costs incurred by Contractor in obtaining and maintaining insurance coverage that is in accord with the requirements of this Agreement, including costs of premiums, but not including costs of any coverage deductible, coinsurance penalty, or self-insured retention, shall be an Allowable Expense.

11.2.16. Deductibles, Coinsurance Penalties, & Self-Insured Retention. Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention. These costs shall not be "Allowable Expenses".

11.2.17. Subcontractor's Insurance. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein as appropriate for the activity in scope and amount as determined by the County's Risk Management Department, provided Contractor's insurance does not afford coverage on behalf of the subcontractor. When requested by the County, Contractor shall obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

ARTICLE 12 EARLY TERMINATION

12.1. Termination by Contractor. In addition to all other remedies otherwise available to Contractor at law or in equity, Contractor may cancel this Agreement by giving a thirty (30) day written notice to the County in the event of a breach by the County in the performance of any material covenant of this Agreement required to be performed by the County and the failure of the County to commence to remedy such breach for a period of sixty (60) days after receipt of notice of such breach from Contractor.

12.2. Termination by County with 30-Day Notice. In addition to all other remedies otherwise available to the County at law or in equity, the County may cancel this Agreement or may, without canceling this Agreement, take possession of the Facilities and Equipment by giving a thirty (30) day written notice to Contractor, should any one or more of the following defaults occur:

12.2.1. Contractor fails to cooperate with any inspection of books and records or fails to maintain its books and records as required hereunder;

12.2.2. A majority of the ownership interest of Contractor under this Agreement is transferred, passes to or devolves, by operation of law or otherwise, upon any other individual, firm or corporation without the written consent of the County, except that such consent shall not be required if such transfer is to an entity as to which effective control is held in common with Contractor by a parent entity, and which has assets and expertise comparable to those of Contractor;

12.2.3. Contractor becomes, without the prior written approval of the County, a successor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution;

12.2.4. Contractor shall neglect or fail to perform and observe any material promise, covenant or condition set forth in this Agreement after giving of written notice of breach from the County Administrator, except where fulfillment of such obligation required activity over a period of time and Contractor has commenced to perform whatever may be required within ten (10) days after giving of such notice and continues such performance without interruption;

12.2.5. Contractor makes an assignment for the benefit of creditors or is adjudged a bankrupt;

12.2.6. Cessation or deterioration of service required to be performed by Contractor under this Agreement for a period which, in the sole opinion of the County, materially and adversely affects the operation of the Center or the financial return to the County from the operation of the Center;

12.3. Termination by County Immediately Upon Notice. The County may immediately cancel this Agreement or may, without canceling this Agreement take possession of the Facilities and Equipment by giving written notice to Contractor should any one or more of the following defaults occur:

12.3.1. Contractor fails to make any payments, to provide and maintain required insurance, or to provide and maintain a performance bond, all as required in this Agreement, within ten (10) days after the giving of written notice by the County of such failure;

12.3.2. Contractor permits to continue, for a period of three (3) days after receipt of written notice from the County or other agency having jurisdiction, the existence of unsanitary conditions or practices in or about the Facilities and Equipment; provided however, if the unsanitary condition is such as to require replacement, repair, or construction, Contractor shall have a reasonable time in which to correct, but must begin action on the matter immediately upon receipt of said notice;

12.3.3. Any lien is filed against the Facilities and Equipment or the Center arising by or through Contractor or because of any act or omission of Contractor and such lien is not removed, or enjoined, or a bond for satisfaction of such lien posted, within thirty (30) days after the filing thereof;

12.3.4. Contractor abandons, deserts, vacates or discontinues its operation of the business herein authorized for a period of five (5) days without prior written consent of Corporation; or

12.3.5. Contractor's license to sell alcoholic beverages at the Center is lost or suspended and such is not cured pursuant to Section 9.11.5.

12.2 Reassignment of Operations. Upon the occurrence of any default as set out in Section 12.2 or 12.3 and the passage of any applicable notice and cure period as set forth herein, the County may reassign the Facilities and Equipment and any improvements thereto or any part thereof to be operated by one or more other parties acceptable to the County for a period of up to one hundred twenty (120) days, at such rentals, fees and charges and upon such other terms and conditions as the County, in its sole discretion, may deem advisable, with the right to make alterations, repairs or improvements to said premises. No such reassignment shall be construed as an election on the County's part to cancel this Agreement unless a written notice of cancellation is given to Contractor.

12.3 Removal of Branded Trade Fixtures. Upon termination of this Agreement by expiration, cancellation or otherwise, Contractor shall immediately remove from the Center all Branded Trade Fixtures installed or caused to be installed by Contractor and shall return the Facilities and Equipment in good condition, reasonable wear and tear excepted.

12.4 Rights and Remedies Cumulative. All of the rights and remedies in this Article 12 granted to and reserved by the County are in addition to the rights reserved to the County to utilize the Facilities and Equipment and other equipment, supplies and inventory of Contractor in order to provide uninterrupted food and beverage services at the Center as specifically set forth in Section 3.7 above.

ARTICLE 13

ENFORCEMENT OF AGREEMENT

13.1 Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Florida.

13.2 Remedies Cumulative. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

13.3 Agent for Service of Process. It is expressly understood and agreed that if Contractor is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, Contractor will appoint an agent for

service of process in the State of Florida. Due to any failure on the part of said agent, or the inability of said agent to perform, or Contractor's failure to appoint an agent when required, Contractor does hereby designate the Secretary of State of the State of Florida, as its agent for the purpose of service of process in any court action between it and the County arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Florida for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Contractor may be personally served with such process out of this State by the registered mailing of such complaint and process to Contractor at the address set forth herein. Any such service out of this State shall constitute valid service upon Contractor as of the date of mailing. It is further expressly agreed that Contractor is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protests thereto, any laws to the contrary notwithstanding.

13.4 Waiver of Claims. Contractor hereby waives any claim against the County and its officials, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying the same or any part thereof from being carried out.

13.5 Waiver.

13.5.1 No failure or delay by a Party to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term.

13.5.2 No provision of this Agreement may be waived except by an instrument in writing signed by the Party against whom the enforcement of the waiver, or termination is sought.

13.5.3 No waiver of any breach shall affect or alter this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13.6 Force Majeure. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its own power to control.

13.7 Venue. Venue for any action to enforce any provision of or resolve any dispute arising under this Agreement shall lie in the 15th Judicial Circuit in and for Palm Beach County, Florida.

ARTICLE 14
SPECIAL PROVISIONS WITH RESPECT TO COUNTY

14.1. Availability of Funds. The performance of the County's obligations under this Agreement shall be subject to the availability of any necessary funds under the Operating Budget of the Center as approved by the County through annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

14.2 Right of Use by County. County shall have the right to use the Center or any part thereof, subject to availability, for such purposes as County deems appropriate, without rent, use fee or other payment of compensation. Notwithstanding the foregoing, County shall reimburse the appropriate parties for the actual direct operational costs incurred by those parties as a result of such use.

14.3 Intellectual Property. Any and all logos, slogans, trademarks, trade names, written copy, layout, production materials, formulas, recipes, and other intellectual property created by or on behalf of the County under this Agreement or relating to the Center shall be the property of the County. Contractor shall take no action inconsistent with County's rights in such intellectual property, and will take reasonable actions as necessary and appropriate to protect County's rights in such property.

ARTICLE 15
GENERAL PROVISIONS

15.1 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

15.2 Nonliability of Agents or Employees. No official, officer, director, agent, or employee of either party shall be charged personally or held contractually liable by or to the other party under the provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

15.3 Assignment. The County is entering into this Agreement in recognition of and in reliance on the expertise, reliability, and competence of Contractor and its management in matters pertinent thereto. The performance of the obligations imposed upon Contractor under the Agreement will not be assignable by it to any other party unless the County, within its sole discretion, consents to said assignment in writing. Any purported assignment in contravention of this Section 15.3 shall be void. In the event of an assignment by Contractor to an affiliate, parent or subsidiary that is an entity that is substantially owned by, or controlled by, or under common control with Contractor, or which retains substantially similar management and directors and where such assignment is intended to accomplish an internal corporate purpose of Contractor as opposed to materially and substantially altering the method of delivery of services to the County, the County will not unreasonably withhold its consent for such assignment.

15.4 No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County may terminate this Agreement without liability or may, in its discretion, deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15.5 No Recording. Neither this Agreement, nor any memorandum or short form hereof, shall be recorded in the Public Land Records of Palm Beach County, Florida.

15.6 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matter contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document.

15.7 Amendment. Except as may be otherwise provided herein, this Agreement may not be amended or modified except by an instrument in writing signed by the Party against whom the enforcement of the amendment or modification is sought, and no oral understanding or agreement not incorporated therein shall be binding on any of the parties.

15.8 Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

15.9 Resolution of Conflict. In the event of a conflict between any provision of this Agreement and (i) any provision of applicable law and regulations; or (ii) any other provision of this Agreement, the conflict will be resolved by giving effect to the superior document in the following order:

15.9.1 Applicable federal, state, or local laws and regulations;

15.9.2 This Agreement without reference to documents incorporated by reference herein;

15.9.3 Documents incorporated by reference into this Agreement other than the Request for Proposals and the Proposal.

15.9.4 The Request for Proposals, including any addenda thereto;

15.9.5 Contractor's Proposal.

15.10 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally to individuals or entities addressed below. The designation of the individuals to be so notified and the addresses of such persons or entities for the purpose of notice may be changed from time to time by written notice to the other party which shall be deemed effective ten (10) days after such notice of change is furnished to the other party.

As to Contractor:

For Contractor:

ARAMARK Sports and
Entertainment Services, LLC
1101 Market Street
Philadelphia, Pa. 19107-2988
Attn: President

With copy to:

ARAMARK Sports and
Entertainment Services, LLC.
1101 Market Street
Philadelphia, PA 19107-2988
Attn: Vice President and Associate
General Counsel

As to the County:

County Administrator
Palm Beach County
301 N. Olive Avenue, 11th Floor,
West Palm Beach, FL 33401

With copies to:

Executive Director
Palm Beach County Tourist Development Council
1555 Palm Beach Lakes Blvd., 9th Floor
West Palm Beach, FL 33401

And

County Attorney
Palm Beach County
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in quadruplicate as of the day and year first above written.

R2007 1627

SEP 25 2007

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA
By and through its BOARD OF COUNTY
COMMISSIONERS

By: *Tracey Powell*
Deputy Clerk
[Seal]

By: *Addie L. Greene*
Addie L. Greene, Chairperson

Approved as to terms
and conditions:

J. Baker
County Administrator

Approved as to form
and legal sufficiency:

Maureen Cullen
Legal Counsel

ATTEST:

David W. Simcox
Secretary
DAVID W. SIMCOX

ARAMARK SPORTS AND
ENTERTAINMENT SERVICES, LLC

By: *David A. Waddell*
DAVID A. WADDELL
Title: VICE PRESIDENT

**FOOD AND BEVERAGE SERVICES AGREEMENT
EXHIBIT A
PRELIMINARY ORGANIZATION CHART**

**FOOD AND BEVERAGE SERVICES AGREEMENT
EXHIBIT B
FORM OF PERFORMANCE BOND**

CNA SURETY

CNA Plaza, Chicago, IL 60685

Bond No. _____ -

**CONCESSIONNAIRE
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That Aramark Sports and Entertainment Services, LLC., (hereinafter called Principal) as Principal, and _____, a corporation duly organized under the laws of the State of Pennsylvania and duly authorized and licensed to do business in the State of Florida (hereinafter called Surety), as Surety, are held and firmly bound unto Palm Beach County, Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Oblige), as Oblige, in the full and just sum of One Million Dollars (\$1,000,000.00) to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written agreement with the above mentioned Oblige dated _____ for Food and Beverage Services at the Palm Beach County Convention Center, Agreement No. _____, which agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Oblige has agreed to accept a bond guaranteeing the performance of said agreement.

NOW, THEREFORE, if Principal shall faithfully perform such agreement or shall indemnify and save harmless the Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning _____ and ending _____
2. In the event of default by the Principal in performance of the agreement during the term of this bond the Surety shall be liable only for the loss to the Oblige for actual excess costs of performance of the agreement up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety as per the applicable statute of limitations.
4. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this _____ day of _____

(Principal)

(Surety)

By: _____

By: _____
Attorney-In-Fact

EXHIBIT C

RESERVED

EXHIBIT D

RESERVED

EXHIBIT E

RESERVED

**FOOD AND BEVERAGE SERVICES AGREEMENT
EXHIBIT F
FACILITIES AND FIXTURES**

**FOOD AND BEVERAGE SERVICES AGREEMENT
EXHIBIT G
FURNISHINGS AND EQUIPMENT**

EXHIBIT G**FURNISHINGS AND EQUIPMENT**

SUMMARY		
<u>ITEM(S)</u>	<u>COST</u>	
Printer and Fax		\$2,500.00
Office Supplies	Monthly Operating	
HACCP	\$	18,820.28
Smallwares	\$	258,198.03
Boardroom China	\$	7,200.00
Culinary	\$	232,449.34
Coffee Brewers		\$20,000
Uniforms	\$	5,948.26
KRONOS	\$	20,000.00
Contingency		\$10,000
Catermate	\$	20,000.00
TOTAL	\$	595,115.91

Comments: Office Equipment excluding printer & copier to be included in FF&E budget. beginning 10/1/03. Office Supplies to be included in opening monthly operating budget. All prices are estimates, including sales tax.

HAACP: or Hazard Analysis Critical Control Point- First initiated with the NASA Space Program and Pillsbury Corporation specifically focusing on preventive measures in keeping specific establishment environmentally safe. Aramark has since adopted this Proactive process to reduce, control and eliminate all potentially hazardous obstacles. Such obstacles include: cross contamination, spoilage, physical and chemical contamination. This program also is also designed to facilitate the overall goals of the organization to deliver the freshest and safest possible product to each and every customer

KRONOS: Computerized timekeeping and badge system.

Catermate: Computerized system for generating catering orders from sales.

Contingency: The above dollar amount amount is necessary due to kitchen key items that are not specific in their dimensions such as Hot Boxes, Metro Racks, Rolling Rocks. It also allows for flatware and China patterns that have yet to be determined which will fluctuate the smallwares listed price. Finally, it allows for inevitable price changes that will occur between now and time of purchase.

3 H 6

OFFICE EQUIPMENT	PRICE	QUANTITY	TOTAL	NOTES
Desks	\$ 300.00	8	\$ 2,400.00	
Chairs	\$ 75.00	8	\$ 600.00	
Filing Cabinet - horizontal	\$ 400.00	8	\$ 3,200.00	
Filing Cabinet - vertical	\$ 160.00	8	\$ 1,280.00	
Bookcase (4 shelf metal)	\$ 100.00	4	\$ 400.00	
Office Phone	\$ 100.00	8	\$ 800.00	
Computer	\$2,700.00	8	\$21,600.00	
Laptops	\$2,700.00	2	\$ 5,400.00	
Printer	\$ 400.00	2	\$ 800.00	
Fax Machine	\$ 400.00	2	\$ 800.00	
Copier	\$ 700.00	2	\$ 1,400.00	
Table/Desk for equipment	\$ 150.00	1	\$ 150.00	
Trash Can	\$ 25.00	2	\$ 50.00	
Recycling Bin	\$ 25.00	1	\$ 25.00	
Fridge	\$ 1,225.00	1	\$ 1,225.00	
Desktop Laminator	\$ 450.00	1	\$ 450.00	
SUBTOTAL			\$40,130.00	

OFFICE SUPPLIES				
Printer/Copier Paper	\$ 99.96	3	\$ 299.88	by the case- 10 reams
Letterhead	\$ 69.99	3	\$ 209.97	per box of 500
Menu Paper	\$ 21.53	10	\$ 215.30	ream
Post It Notes (small)	\$ 0.96	10	\$ 9.60	
Post It Notes (medium)	\$ 1.27	10	\$ 12.70	
Post It Notes (large)	\$ 1.67	10	\$ 16.70	
Colored Flags	\$ 4.65	6	\$ 27.90	
8.5x11 Legal Pads	\$ 21.65	6	\$ 129.90	
Stenographer's Notepad	\$ 2.79	6	\$ 16.74	
Rolodex	\$ 15.95	8	\$ 127.60	
Business Cards	\$ 37.99	8	\$ 303.92	box 1000
Tape Dispenser	\$ 7.90	8	\$ 63.20	
Tape	\$ 2.79	8	\$ 22.32	
Stapler	\$ 11.99	8	\$ 95.92	
Staples	\$ 2.39	4	\$ 9.56	
Staple Remover	\$ 1.10	2	\$ 2.20	
Electric 3 Hole Punch	\$ 115.95	1	\$ 115.95	
3 Hole Punch	\$ 14.09	6	\$ 84.54	
2 Hole Punch	\$ 28.75	2	\$ 57.50	
Scissors	\$ 12.30	6	\$ 73.80	
Calculator	\$ 15.99	2	\$ 31.98	
Pens	\$ 0.63	48	\$ 30.24	
Pencils	\$ 1.89	10	\$ 18.90	dozen
Pencil Sharpener	\$ 31.95	1	\$ 31.95	
Highlighters	\$ 3.55	2	\$ 7.10	4 pack
Colored Markers	\$ 8.89	8	\$ 71.12	4 pack
Rubberbands	\$ 5.89	4	\$ 23.56	box
Paper Clips (No.1)	\$ 0.32	6	\$ 1.92	
Paper Clips (Jumbo)	\$ 1.00	6	\$ 6.00	
Paper Clip Magnetic Disp.	\$ 2.35	2	\$ 4.70	
Binder Clips, small	\$ 0.99	4	\$ 3.96	dozen
Binder Clips, medium	\$ 1.95	4	\$ 7.80	dozen

3 H 6

Binder Clips, large	\$ 5.29	4	\$ 21.16	dozen
White Out	\$ 1.90	4	\$ 7.60	
File Folders	\$ 24.05	24	\$ 577.20	2 boxes of each color
File Fasteners	\$ 5.90	10	\$ 59.00	
Labels - address	\$ 40.78	1	\$ 40.78	box
Labels - file	\$ 41.18	1	\$ 41.18	box
Labels - large address	\$ 42.01	1	\$ 42.01	box
Envelopes - business	\$ 88.99	3	\$ 266.97	printed return address 500 per box
Envelopes - 8.5x11	\$ 48.45	2	\$ 96.90	100 per box
Envelopes - 11x14	\$ 60.25	1	\$ 60.25	250 per box
"Revised" Stamp	\$ 8.95	1	\$ 8.95	
"Pop Up" Stamp	\$ 8.95	1	\$ 8.95	
Stamp Ink - red	\$ 2.25	2	\$ 4.50	
Stamp Ink - black	\$ 2.25	2	\$ 4.50	
Toner - Copier	\$ 36.98	4	\$ 147.92	
Toner - Fax	\$ 40.00	4	\$ 160.00	
Toner - Printer	\$ 31.95	4	\$ 127.80	
Desk Drawer Divider	\$ 34.09	2	\$ 68.18	
In/Out Boxes	\$ 12.95	2	\$ 25.90	
Binder - 1 inch	\$ 6.36	24	\$ 152.64	
Binder - 2 inch	\$ 10.52	24	\$ 252.48	
Binder - 3 inch	\$ 15.75	12	\$ 189.00	
Desk Top File Organizer	\$ 11.82	2	\$ 23.64	
Computer Disks	\$ 8.00	4	\$ 32.00	10 per box
Desktop Calendar	\$ 18.90	2	\$ 37.80	
12-18 month Calendar	\$ 29.50	1	\$ 29.50	
Bulletin Board	\$ 42.00	6	\$ 252.00	
Push Pins	\$ 4.39	8	\$ 35.12	
Power Strip	\$ 30.83	6	\$ 184.98	
SUBTOTAL			\$ 5,093.34	

3 H 6

HACCP EQUIPMENT	PRICE	QUANTITY	TOTAL	NOTES
Aramark Food Safety Manuals			\$ -	
HT3000 Thermometer system	\$ 315.00	4	\$ 1,260.00	DayDots
Infrared Thermometer	\$ 99.95	1	\$ 99.95	DayDots
Cold Storage Thermometer	\$ 4.84	30	\$ 145.20	DayDots
Temp Trak Starter Kit	\$ 1,034.55	1	\$ 1,034.55	DayDots
Temp Trak Mini Sentry	\$ 216.56	7	\$ 1,515.92	DayDots
Safety Cans Opener	\$ 398.40	2	\$ 796.80	DayDots
Color Cutting Boards (18"x24") (15 of each color)	\$ 27.00	90	\$ 2,430.00	DayDots
Board Mate (13"x18")	\$ 19.00	30	\$ 570.00	DayDots
Cutting Board Stand	\$ 42.00	12	\$ 504.00	DayDots
Saf-T-Ice Tote (ice bucket)	\$ 78.00	8	\$ 624.00	DayDots
82 oz. Ice Scoop	\$ 6.99	8	\$ 55.92	DayDots
12 oz. Ice Scoop	\$ 8.91	30	\$ 267.30	DayDots
Wire Glove Dispenser	\$ 9.99	10	\$ 99.90	DayDots
Wash Off 3" Labels (kit)	\$ 128.24	2	\$ 256.48	DayDots
Use First 2"x1" Sticker	\$ 7.11	5	\$ 35.55	DayDots
14" Refrigerator Thermometer	\$ 39.95	4	\$ 159.80	DayDots
14" Freezer Thermometer	\$ 39.95	3	\$ 119.85	DayDots
Rapi Kool Ice Wands (128oz.)	\$ 32.95	20	\$ 659.00	DayDots
Bi-Metallic Thermometer w/ Calibration Sheath	\$ 6.49	25	\$ 162.25	DayDots
Thermometer Probe Wipes	\$ 8.49	25	\$ 212.25	DayDots
Sanitizer Test Strip (One Second Quat)	\$ 8.95	20	\$ 179.00	DayDots
Dishwasher Temp. Labels 180°F (box of 24)	\$ 13.95	25	\$ 348.75	DayDots
Fridge-Kare Air Filter	\$ 27.13	8	\$ 217.04	DayDots
DayDots Sani-Pail	\$ 5.76	30	\$ 172.80	DayDots
DayDots Soac Pail	\$ 5.76	30	\$ 172.80	DayDots
Zee Medical Kz (medium)	\$ 224.00	2	\$ 448.00	DayDots
MSDS Binder	\$ 15.66	2	\$ 31.32	DayDots
MSDS Wall Rack	\$ 27.88	2	\$ 55.76	DayDots
Cut Resistance Glove (Med.)	\$ 19.95	20	\$ 399.00	DayDots
Cut Resistance Glove (Lg.)	\$ 19.95	20	\$ 399.00	DayDots
3 Compartment Sink Poster	\$ 9.20	3	\$ 27.60	DayDots
Proper Cooking Temp. Poster	\$ 9.20	6	\$ 55.20	DayDots
Proper Food Storage Poster	\$ 9.20	5	\$ 46.00	DayDots
Temp Danger Zone Poster	\$ 9.20	6	\$ 55.20	DayDots
Employees Must Wash Hands Poster	\$ 2.17	20	\$ 43.40	DayDots
Fold Top 7-day Portion Bags	\$ 23.94	1	\$ 23.94	DayDots
Heavy Duty Label Gun	\$ 69.95	1	\$ 69.95	DayDots
Labels for Gun (roll of 1000)	\$ 2.95	1	\$ 2.95	DayDots
Servesafe Instructor's Toolkit	\$ 382.74	1	\$ 382.74	DayDots
Floor Scrub Brush (floors & walls) 12"	\$ 4.68	10	\$ 46.80	Sysco
18" Squeegees	\$ 6.43		\$ -	Sysco
Omni Sweep Broom Head	\$ 11.46	10	\$ 114.60	Sysco
Tapered/Threaded Handles	\$ 8.43	10	\$ 84.30	Sysco
Telescoping Handle	\$ 1.45	30	\$ 43.50	Sysco
Nylex Soft Brush (Ceiling/Vents)	\$ 28.95	5	\$ 144.75	Sysco
Broom	\$ 16.94	5	\$ 84.70	Sysco
	\$ 22.00	20	\$ 440.00	Sysco

3 H 6

Dustpan with Handle	\$ 7.92	15	\$ 118.80	Sysco
Mop heads (2 per Case)	\$ 12.27	10	\$ 122.70	Sysco
Mop Handles (each)	\$ 10.03	10	\$ 100.30	Sysco
Bucket	\$ 39.66	10	\$ 396.60	Sysco
Wall Mount Braackets	\$ 17.78	10	\$ 177.80	DayDots
20' Scub Brush	\$ 6.22	10	\$ 62.20	Sysco
8" Scrub Brush	\$ 2.72	10	\$ 27.20	Sysco
EcoLab Sanitation Station		2	\$ -	Sysco
Solid Brilliance (Case)	\$ 116.36	6	\$ 698.16	Sysco
Hand Towel Dispenser			\$ -	
Dina-Wipe (case)	\$ 20.82	20	\$ 416.40	Sysco
Hand Towels			\$ -	
Digi Clean Hand Soap (case)	\$ 49.50	15	\$ 742.50	Sysco
Hot Spot Canned Heat (case)	\$ 28.66	30	\$ 859.80	Sysco
SUBTOTAL			\$ 18,820.28	

3 H 6

SMALLWARES

	PRICE	QUANTITY	TOTAL	NOTES
Single 6x30 Sico Tables	\$ 525.00	10	\$ 5,250.00	
Single 6x30 Double Sicos	\$ 725.00	10	\$ 7,250.00	
Large Serpentine Sicos	\$ 620.00	4	\$ 2,480.00	
Small Serpentine Sicos	\$ 420.00	4	\$ 1,680.00	
72" Round Asicos	\$ 650.00	4	\$ 2,600.00	
13 Ft Pleaded Skirting	\$ 45.00	20	\$ 900.00	
Material & Props	\$ 2,000.00	1	\$ 2,000.00	
Assorted Wicker baskets	\$ 1,000.00	1	\$ 1,000.00	
Nextel radios	\$ 1,200.00	1	\$ 1,200.00	
Cash Registers	\$ 425.00	4	\$ 1,700.00	
Extension Cords	\$ 4.00	4	\$ 16.00	
Cambro Bases	\$ 89.00	12	\$ 1,068.00	
5 Gallon Insulated Cambros	\$ 325.00	12	\$ 3,900.00	
2 1/2 Gallon Insulated Cambros	\$ 225.00	6	\$ 1,350.00	
Cambro Covers	\$ 35.00	20	\$ 700.00	
Tray Jacks	\$ 65.00	60	\$ 3,900.00	
Tray Jack Covers	\$ 33.00	60	\$ 1,980.00	
Football/Oval Rubber Coated Trays	\$ 18.11	250	\$ 4,527.50	
14" Cocktail Trays	\$ 8.99	12	\$ 107.88	
Kule Spandex Linen Flat Sico	\$ 40.00	12	\$ 480.00	
Kule Spandex Linen Double Sico	\$ 40.00	12	\$ 480.00	
Kule Spandex Linen Serpentine	\$ 60.00	4	\$ 240.00	
Spandex Linen 72" Round	\$ 60.00	4	\$ 240.00	
to Fit Kule Skirts 6x30	\$ 45.00	12	\$ 540.00	
Cut to Fit Kule Skirts 8x30	\$ 45.00	12	\$ 540.00	
ile Spandex-Trash cans	\$ 12.99	10	\$ 129.90	
Kule Spandex Bus Tub Covers	\$ 7.00	12	\$ 84.00	
Skirting Clips	\$ 0.15	150	\$ 22.50	
Glass Water Pitchers	\$ 9.00	50	\$ 450.00	
Eifel Tower S&P Shakers	\$ 1.33	600	\$ 798.00	
SS Wire Basket Bread Baskets	\$ 15.25	250	\$ 3,812.50	
Mahogany Tea Boxes	\$ 112.00	2	\$ 224.00	
SS Sugar Caddie Trays	\$ 7.20	250	\$ 1,800.00	
(5) Gallon Water Cooler Units	\$ 199.00	6	\$ 1,194.00	
Libbey (Per Dozen)				
14 oz Water Glasses	\$ 21.43	2500	\$ 4,464.58	
10 oz Water Glasses	\$ 17.39	2500	\$ 3,622.92	
12 oz Pilsner Glasses	\$ 20.43	800	\$ 1,362.00	
6 1/2 Oz Rock Glasses	\$ 17.39	600	\$ 869.50	
10 1/2 Red Wine Glasses	\$ 17.39	2500	\$ 3,622.92	
10 1/2 Oz White Wine glasses	\$ 17.39	2500	\$ 3,622.92	
8 oz Martini Glasses	\$ 17.39	600	\$ 869.50	
Homer Laughlin Pristine China (Per Dozen)				
12 1/4 Charger Plate	\$ 112.91	2500	\$ 23,522.92	
10 1/4 Dinner Plate	\$ 85.50	2500	\$ 17,812.50	
8 Salad Plate	\$ 61.89	3000	\$ 15,472.50	
6 1/2 B&B Plate	\$ 34.39	3000	\$ 8,597.50	
up	\$ 39.94	2500	\$ 8,320.83	
Saucer	\$ 28.84	2500	\$ 6,008.33	
veida Flatware (Per Dozen)				
spoon	\$ 7.78	5000	\$ 3,241.67	

3 H 6

Bouillon Spoon	\$ 11.58	2000	\$ 1,930.00
Inner Fork	\$ 11.58	3000	\$ 2,895.00
Salad Fork	\$ 11.58	8000	\$ 5,790.00
Dinner Knife	\$ 21.88	8000	\$ 10,940.00
Vinegar & Oil Cruets	\$ 77.57	6	\$ 38.79
Windsor Solid Saerving Spoon	\$ 7.69	20	\$ 12.82
Windsor Slotted Serving Spoon	\$ 7.69	20	\$ 12.82
Windsor Serving Tongs	\$ 7.69	20	\$ 12.82
Windsor Soup Ladles	\$ 5.99	12	\$ 5.99
Windsor Dressing Ladles	\$ 4.07	12	\$ 4.07
Cheese Knives	\$ 3.12	24	\$ 6.24
Large SS Coffee Pots	\$ 49.00	125	\$ 510.42
Small SS Coffee Pots	\$ 39.00	80	\$ 280.00
64 oz Thermal Air Pots	\$ 49.00	25	\$ 102.08
Baby High Chairs	\$ 199.00	2	\$ 33.17
Floor Mats	\$ 18.00	12	\$ 18.00
Bars			
Liquid Pourers	\$ 0.16	300	\$ 48.00
Cocktail SS Shakers	\$ 4.00	12	\$ 48.00
Cocktail Glass Shakers	\$ 3.00	12	\$ 36.00
Bar Strainers	\$ 4.99	12	\$ 59.88
Swivel Spoon	\$ 6.99	12	\$ 83.88
Mudler	\$ 3.50	6	\$ 21.00
Bottle Opener	\$ 5.00	6	\$ 30.00
Can Opener	\$ 7.00	6	\$ 42.00
Wiggers	\$ 1.29	36	\$ 46.44
In Chef			
SS Round Chafer w /Chrome Aurora Legs & Trim	\$ 529.00	20	\$ 10,580.00
SS Rectangular Chafer w/ Chrome Trim	\$ 682.67	40	\$ 27,306.80
Bowl w/ Handles/Chafer Insert	\$ 16.32	6	\$ 97.92
Dressing Container w/ handles	\$ 11.34	3	\$ 34.02
Custom Round Tile	\$ 26.96	6	\$ 161.76
Soupwell For Round Chafer	\$ 65.43	2	\$ 130.86
Round Inserts	\$ 14.98	25	\$ 374.50
SS Brass Trim Coffee Urn	\$ 864.00	6	\$ 5,184.00
SS Insulated Server	\$ 342.00	1	\$ 342.00
Stove Top Cover Up/For Port Stove	\$ 256.09	2	\$ 512.18
Carving Station w/Heat lamp-Bonstone Cutting Surface	\$ 453.92	2	\$ 907.84
Space Saver Garnish Bowl 2 qt/8 oz	\$ 16.76	6	\$ 100.56
Oval Casserole Shell Design-4 qt	\$ 21.45	6	\$ 128.70
Oval Casserole w/ Long Brass Handles-7 qt	\$ 34.65	6	\$ 207.90
Wok w/ Handle-3 1/2 qt	\$ 49.99	8	\$ 399.92
Bolero Bowl-11 qtBolero Platter	\$ 81.00	8	\$ 648.00
Bolero Platter-14 3/4	\$ 65.98	6	\$ 395.88
Bolero Platter- 16 3/4	\$ 75.81	6	\$ 454.86
Bolero Platter 18" Round	\$ 99.87	6	\$ 599.22
Long Size Tile Tray-28 1/4	\$ 211.32	6	\$ 1,267.92
Double Size Tile Tray-21 1/2	\$ 165.00	8	\$ 1,320.00
Size Tile Tray	\$ 112.00	8	\$ 896.00
SS Steel Oval Pan 6 qt /4oz	\$ 86.12	8	\$ 688.96
Shell Design-7 qt/6oz	\$ 91.23	8	\$ 729.84
SS Full Oval Pan-3qt/24oz	\$ 32.56	6	\$ 195.36

3 H 6

Julero Bowl-5 1/2 gal	\$ 59.00	6	\$ 354.00
Queen Anne Salad Bowl-6 1/2 qt	\$ 83.01	8	\$ 664.08
Julero Bowl-11 qt	\$ 119.00	8	\$ 952.00
Fish Platter-21 1/4	\$ 28.00	8	\$ 224.00
Trellis Fish Platter-8x18	\$ 39.00	12	\$ 468.00
Queen Anne Divided Serving Tray-22x32	\$ 41.00	12	\$ 492.00
Queen Anne Divided Platter-15x22	\$ 33.00	12	\$ 396.00
Wide Rim Platter-15 3/4x 19 1/2	\$ 36.22	10	\$ 362.22
Wire Stand-30x26	\$ 38.56	6	\$ 231.36
Wire Stand-20x15 1/2	\$ 47.08	6	\$ 282.48
Prism Footed Bowl-4 qt	\$ 18.99	10	\$ 189.90
Prism Tray-13"	\$ 40.33	6	\$ 241.98
Queen Anne Low Stand-27 3/4	\$ 42.00	6	\$ 252.00
Queen Anne Medium Stand-28"	\$ 47.66	6	\$ 285.96
Trellis Round Platter-13"	\$ 77.00	6	\$ 462.00
Trellis Oval Casserole-11 3/8	\$ 61.33	6	\$ 367.98
Trellis Round Platter-16"	\$ 80.10	6	\$ 480.60
15 1/2 Shell Platter	\$ 34.51	12	\$ 414.12
Shell Platter w/ Legs-22x32	\$ 67.00	12	\$ 804.00
Shell Platter w/ 6 Brass Legs-18x24	\$ 77.99	12	\$ 935.88
Large Pedestal Coupe Platter-20x15x5	\$ 95.51	12	\$ 1,146.12
Coupe Platter-11x15	\$ 69.00	12	\$ 828.00
Prism Long Tray-14x20	\$ 38.88	12	\$ 466.56
Prism Footed Bowl-5 1/2 qt	\$ 24.07	20	\$ 481.40
Prism Footed Bowl-12 qt	\$ 51.82	12	\$ 621.84
Prism Footed Bowl-2qt	\$ 15.50	20	\$ 310.00
Garnish Bowl Prism-16 1/2 Oz	\$ 11.00	12	\$ 132.00
Serving Pieces Spoon-9 1/2	\$ 6.00	25	\$ 150.00
Salad Tongs-10 1/4	\$ 7.90	25	\$ 197.50
Tulip Bowl-6 qt	\$ 11.01	15	\$ 165.15
Tulip Bowl-4 qt	\$ 14.78	15	\$ 221.70
Tulip Bowl-11 gal	\$ 18.77	15	\$ 281.55
Wide Rim Bowl-11 3/4	\$ 125.09	12	\$ 1,501.08
Slotted Spoons-10 3/4	\$ 6.00	25	\$ 150.00
Rectangular Bowls-7 1/4 gal	\$ 112.00	12	\$ 1,344.00
Rectangular Bowls-7 qt/13oz	\$ 89.00	15	\$ 1,335.00
Condiment Rectangular Bowls-28 oz	\$ 33.00	50	\$ 1,650.00
Garnish Bowls-16 1/2 oz	\$ 19.00	50	\$ 950.00
Large Traditional Creamer-4oz	\$ 9.12	400	\$ 3,648.00
Teapot w/ Handle-11 oz	\$ 29.99	20	\$ 599.80
SS 9" Serving Tongs	\$ 9.01	25	\$ 225.25
SS Serving Utensil Forks	\$ 9.01	25	\$ 225.25
SUBTOTAL			\$ 258,198.03

3 H 67

CULINARY EQUIPMENT	PRICE	QUANTITY	TOTAL	NOTES
Hot Boxes	\$ 3,500.00	15	\$ 52,500.00	
20 Sleeve Double Crest Carts	\$ 1,600.00	12	\$ 19,200.00	
10 Sleeve Single Crest Carts	\$ 750.00	12	\$ 9,000.00	
4 Shelf Queen Mary's	\$ 1,800.00	4	\$ 7,200.00	
Metro Shelving-Walkins	\$ 42.00	25	\$ 1,050.00	
20 Sleeve Bakers Racks	\$ 495.00	6	\$ 2,970.00	
2 Tier Rectangular Utility Carts	\$ 83.24	12	\$ 998.88	
Bus Pans	\$ 12.34	50	\$ 617.00	
Deep Lexan Bins	\$ 22.99	12	\$ 275.88	
Short lexan Bins	\$ 17.95	12	\$ 215.40	
Perforated Lexons	\$ 17.95	6	\$ 107.70	
Sheet Pans	\$ 6.90	600	\$ 4,140.00	
4" Hotel Pans	\$ 14.44	125	\$ 1,805.00	
2" Hotel Pans	\$ 11.56	250	\$ 2,890.00	
2" 1/2 Pans	\$ 8.90	50	\$ 445.00	
4" 1/2 Hotel Pans	\$ 11.21	25	\$ 280.25	
Wooden Butcher Block Cutting Boards	\$ 39.00	12	\$ 468.00	
9" Serving Tongs	\$ 6.50	50	\$ 325.00	
7" Serving Tongs	\$ 8.00	25	\$ 200.00	
9" Kitchen Spoon	\$ 9.89	50	\$ 494.50	
9" slotted Kitchen Spoons	\$ 9.89	50	\$ 494.50	
Carving Forks	\$ 7.44	12	\$ 89.28	
6" Pie Servers	\$ 3.21	24	\$ 77.04	
Metal Spatulas	\$ 10.10	25	\$ 252.50	
Metal Perforated Spatulas	\$ 10.10	12	\$ 121.20	
Ice Cream Scoops	\$ 2.33	25	\$ 58.25	
Vegetable Peelers	\$ 1.98	12	\$ 23.76	
Lg China Caps	\$ 26.88	3	\$ 80.64	
Small China Caps	\$ 19.99	3	\$ 59.97	
41" Steel Paddle	\$ 39.00	2	\$ 78.00	
12" Serrated Knife	\$ 8.99	12	\$ 107.88	
24" Tongs	\$ 4.22	12	\$ 50.64	
2" Pastry Brush	\$ 3.00	12	\$ 36.00	
Oven Mitts	\$ 5.77	12	\$ 69.24	
Kevlar Gloves	\$ 16.76	6	\$ 100.56	
24" Ice Wand	\$ 18.25	2	\$ 36.50	
Tomato Slicer	\$ 35.05	2	\$ 70.10	
Meat Slicer-electric	\$ 450.00	1	\$ 450.00	
9" Pastry Bags	\$ 11.22	6	\$ 67.32	
7" Pastry Bags	\$ 9.66	6	\$ 57.96	
Tomato Wedger	\$ 25.88	2	\$ 51.76	
Satelite Bowl w/ Stand	\$ 133.98	1	\$ 133.98	
Mandolin	\$ 107.00	1	\$ 107.00	
Squeeze Bottles	\$ 1.00	24	\$ 24.00	
Buffalo Chopper w/ Hub & attachments	\$ 3,500.00	1	\$ 3,500.00	
6" SS Cleaver	\$ 10.43	6	\$ 62.58	
Electric Can Opener	\$ 325.00	1	\$ 325.00	
Manual Bench Mount Can Opener	\$ 65.00	4	\$ 260.00	
16 qt Collander	\$ 51.50	2	\$ 103.00	
Butcher Block Cutting Boards	\$ 78.00	6	\$ 468.00	
Cutting Board Drying Rack	\$ 18.00	1	\$ 18.00	

Dunnage Rack 48"	\$ 85.00	2	\$ 170.00
Dunnage Rack 60:	\$ 100.00	2	\$ 200.00
Fryolater Baskets	\$ 31.00	8	\$ 248.00
Grill Brush w/ Scraper	\$ 32.00	4	\$ 128.00
Ice Pan Light Box	\$ 351.00	1	\$ 351.00
Ingredient Bins	\$ 109.25	8	\$ 874.00
8" Cooking Knife	\$ 9.12	6	\$ 54.72
10" Cooking Knife	\$ 10.91	6	\$ 65.46
3 1/8 Pairing Knife	\$ 1.85	12	\$ 22.20
9" Scalloped Knife	\$ 8.75	12	\$ 105.00
Knife Rack	\$ 36.10	1	\$ 36.10
Electric Knife Sharpener	\$ 225.00	1	\$ 225.00
Dressing Laddles	\$ 7.90	12	\$ 94.80
2 oz Laddles	\$ 0.98	12	\$ 11.76
4 oz Laddles	\$ 1.25	12	\$ 15.00
Punch Laddles	\$ 7.90	2	\$ 15.80
Lemon Wedger	\$ 102.00	1	\$ 102.00
4 qt Measuring Jar	\$ 5.91	6	\$ 35.46
Meat mallet	\$ 6.59	3	\$ 19.77
Microwave 1000 Watt	\$ 215.00	1	\$ 215.00
Power Bermixer	\$ 690.00	1	\$ 690.00
Hobart Table	\$ 3,300.00	1	\$ 3,300.00
80 qt Mixing Bowl	\$ 680.00	1	\$ 680.00
Assorted 4' Pans	\$ 12.00	12	\$ 144.00
Pizza Cutter	\$ 10.78	12	\$ 129.36
Pizza Dough Cutter	\$ 20.98	12	\$ 251.76
SS Plate Covers	\$ 9.11	3000	\$ 27,330.00
8 1/4 qt Bain Marie Pot	\$ 17.36	12	\$ 208.32
12 qt Bain Marie Pot	\$ 23.41	12	\$ 280.92
4.5 qt Sauce Pot	\$ 16.78	12	\$ 201.12
8.5 qt Sauce Pot	\$ 24.36	12	\$ 292.32
20 qt Stock Pot	\$ 98.00	6	\$ 588.00
40 qt Stock Pot	\$ 165.00	2	\$ 330.00
Coffee Cup racks	\$ 29.50	160	\$ 4,720.00
Creamer Racks	\$ 29.50	100	\$ 2,950.00
7" Dolly Racks	\$ 199.00	10	\$ 1,990.00
6" Dolly Racks	\$ 199.00	12	\$ 2,388.00
10 3/4 Racks	\$ 225.00	10	\$ 2,250.00
11" Racks	\$ 225.00	10	\$ 2,250.00
14" Poker Chip rack	\$ 250.00	10	\$ 2,500.00
Bi-Lingual Goblet Racks	\$ 48.00	100	\$ 4,800.00
Bi-Lingual Martini Racks	\$ 48.00	25	\$ 1,200.00
Bi-Lingual Tall Water Racks	\$ 48.00	100	\$ 4,800.00
Bi-Lingual Red Wine Racks	\$ 48.00	100	\$ 4,800.00
Bi-lingual White Wine Racks	\$ 48.00	100	\$ 4,800.00
Bi-Lingual Pilsner Racks	\$ 40.00	30	\$ 1,200.00
Bi-Lingual Rocks Glasses	\$ 40.00	30	\$ 1,200.00
Coffee Saucer Racks	\$ 33.00	12	\$ 396.00
Silverware wash Rack	\$ 13.00	6	\$ 78.00
32 gallon Trash Cans	\$ 16.00	10	\$ 160.00
55 gallon Trash Can	\$ 31.00	6	\$ 186.00
Trash Can Dolly's	\$ 21.51	10	\$ 215.10

10" Whip French	\$ 3.51	12	\$ 42.12
10" Plano Wire	\$ 3.12	12	\$ 37.44
18" French Whip	\$ 5.23	12	\$ 62.76
Tilt Trucks	\$ 396.98	2	\$ 793.96
Fetco Coffee Brewers/Detachable	\$ 15,000.00	1	\$ 15,000.00
Pourover Coffee Makers	\$ 125.00	6	\$ 750.00
Steel Bar/Locking Mechanisms	\$ 225.00	12	\$ 2,700.00
Rectangular Roasting Pans	\$ 56.00	6	\$ 336.00
Roasting Pan Lids	\$ 26.00	6	\$ 156.00
3 qt Mixing Bowls	\$ 2.12	12	\$ 25.44
5 qt Mixing Bowls	\$ 4.80	12	\$ 57.60
8 qt Mixing Bowls	\$ 6.91	12	\$ 82.92
13 qt Mixing Bowls	\$ 8.25	12	\$ 99.00
30 qt Mixing Bowls	\$ 10.89	12	\$ 130.68
Sea shell Shuckers	\$ 4.12	8	\$ 32.96
8" Saute Pans	\$ 16.45	8	\$ 131.60
12" Saute Pans	\$ 20.87	8	\$ 166.96
20 qt Stock Pot	\$ 11.98	2	\$ 23.96
40 qt Stock Pot	\$ 37.35	2	\$ 74.70
16 qt Collander	\$ 6.75	2	\$ 13.50
16" Wok Skimmer	\$ 7.09	2	\$ 14.18
12 Bin Muffin Pans	\$ 31.87	6	\$ 191.22
24 Bin Muffin Pans	\$ 43.23	6	\$ 259.38
6 Piece Tomato Wedger	\$ 24.00	2	\$ 48.00
Omelet Skillets	\$ 21.21	6	\$ 127.26
Portable Butane Stoves	\$ 65.98	6	\$ 395.88
Plastic Squeeze Bottles	\$ 1.75	36	\$ 63.00
#10 Can Racks	\$ 456.00	2	\$ 912.00
Kitchen Clock	\$ 80.00	1	\$ 80.00
Meat Mallet	\$ 7.98	2	\$ 15.96
SS Hand Grater	\$ 9.11	2	\$ 18.22
24" Rolling Pin	\$ 12.00	2	\$ 24.00
Egg Slicer	\$ 4.22	2	\$ 8.44
100# Scale	\$ 199.99	1	\$ 199.99
32 oz Funnel	\$ 45.00	2	\$ 90.00
Bamboo Baskets	\$ 16.56	30	\$ 496.80
3# Scale	\$45.00	3	\$135.00
6 ounce scale	\$25.00	6	\$ 150.00
Assorted Measuring Cups	\$16.00	6	\$ 96.00
Fruit Cores	\$8.09	2	\$ 16.18
sauce Guns	\$125.00	5	\$ 625.00
Belt Up	\$14,000.00	1	\$14,000
Washer & Dryer Unit	\$ 850.00	1	\$ 850.00
SUBTOTAL			\$ 232,449.34

UNIFORMS	PRICE	QUANTITY	TOTAL	NOTES
Gourmet Grill			\$ -	
Aprons	\$ 15.00	6	\$ 90.00	
Hats	\$ 6.00	6	\$ 36.00	
Shirts	\$ 22.00	6	\$ 132.00	
Sandwich Co			\$ -	
Aprons	\$ 15.00	6	\$ 90.00	
Hats	\$ 6.00	6	\$ 36.00	
Shirts	\$ 22.00	6	\$ 132.00	
Banquets			\$ -	
Waiter Jackets	\$ 45.00	50	\$ 2,250.00	
Vets	\$ 22.98	50	\$ 1,149.00	
Bowties	\$ 12.11	50	\$ 605.50	
Gloves	\$ 8.98	50	\$ 449.00	Per Dozen
Name Tags	\$ 3.85	20	\$ 77.00	
Culinary			\$ -	
Chef Jackets	\$ 22.00	4	\$ 88.00	
Embroidered Chef Jackets	\$ 41.00	4	\$ 164.00	
Chef Pants	\$ 26.45	4	\$ 105.80	
Stewarding Overalls/Pants/Shirts	\$ 39.99	4	\$ 159.96	
Receceiving-Pants/Shirts	\$ 33.00	4	\$ 132.00	
Starbucks			\$ -	
Aprons	\$ 15.00	6	\$ 90.00	
Shirts	\$ 21.00	6	\$ 126.00	
Hats	\$ 6.00	6	\$ 36.00	
SUBTOTAL			\$ 5,948.26	



**PALM BEACH COUNTY
FACILITIES DEVELOPMENT & OPERATIONS
INTRA-OFFICE MEMORANDUM**

November 7, 2003

To: Procurement File

From: Audrey Wolf, Director *Audrey Wolf*
Facilities Development & Operations

Re: Convention Center
Reimbursement Agreement with Aramark Sports and Entertainment, Inc.
Sole Source Justification

The Purchasing Ordinance requires written documentation that the services contemplated pursuant to a sole source agreement are the only ones that meet the County's need and that are available through only one source.

The County has a need to; 1) eliminate the administrative burden associated with the asset management of small wares controlled and used by others in the operation of the Convention Center, 2) reduce the costs associated with the purchasing small wares, and 3) assign single point of responsibility for operational coordination and implementation of the purchase of small wares, improving concession areas; and creating new concession areas.

On July 10, 2001 (R2001-1109), the BCC executed a contract with Discover Palm Beach County, Inc for the oversight and management of the Palm Beach County Convention Center. That agreement gave Discover the right to contract with various service providers. Pursuant to Section 6 of R2001-1109, Discover undertook a competitive selection for a food and beverage service provider of which Aramark Sports and Entertainment was ranked the highest. Discover ultimately entered into a contract with Aramark.

As such, Aramark is the only vendor that can meet all of the needs of the County set forth above as it is the only food and beverage provider for the Convention Center as a result of their contract status with Discover and the specific contract responsibilities for management of the food and beverage services.

As such, a sole source reimbursement agreement is being recommended for approval.

Van Rensburg, Cindy

From: Cartmell, Liza
Sent: Wednesday, November 05, 2003 6:53 PM
To: Van Rensburg, Cindy
Subject: Re: c 4 aramark

You are approved to sign the referenced document for Palm Beach County capital expenditures.

Elizabeth B. Cartmell

Sent from my BlackBerry Wireless Handheld (www.BlackBerry.net)

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 11/8/03

REQUESTED BY: Audrey Wolf

PHONE: 233-0204

FAX: 233-0206

PROJECT TITLE: Convention Center Aramark Reimbursement Agmt

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$1,095,115.91

DATE: 12/2/03

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: Aramark Sports and Entertainment Services, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: This Agreement is for the reimbursement of Aramark for the purchase of up to \$595,115.91 in small wares and an allowance of up to \$500,000 in improvements to existing concession areas or creation of new concession areas.

CONSTRUCTION

\$ 500,000.00

PROFESSIONAL SERVICES

STAFF COSTS** (Design/Construction Phase)

MISC. (permits, prints, advertising, etcetera)

FFE

\$ 595,115.91

TOTAL

\$1,095,115.91

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3014

DEPT: 621

UNIT: B086

6507
OBJ: ~~6407~~ \$595,115.91

FUND: 3014

DEPT: 621

UNIT: B086

6502
OBJ: ~~6402~~ \$500,000.00

BAS APPROVED BY: 

DATE: 11-12-03

ENCUMBRANCE NUMBER: _____

MISCELLANEOUS	PRICE	QUANTITY	TOTAL	NOTES
KRONOS	\$ 10,000.00	2	\$ 20,000.00	
Catermate	\$ 20,000.00	1	\$ 20,000.00	
SUBTOTAL				\$ 40,000.00

**FOOD AND BEVERAGE SERVICES AGREEMENT
EXHIBIT B
FORM OF PERFORMANCE BOND**

CNA SURETY

CNA Plaza, Chicago, IL 60685

Bond No. 929431938

**CONCESSIONNAIRE
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That ARAMARK Sports and Entertainment Services, LLC, (hereinafter called Principal) as Principal, and The Continental Insurance Company, a corporation duly organized under the laws of the Commonwealth of Pennsylvania and duly authorized and licensed to do business in the State of Florida (hereinafter called Surety), as Surety, are held and firmly bound unto Palm Beach County, Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Obligee), as Obligee, in the full and just sum of One Million Dollars (\$1,000,000.00) to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written agreement with the above mentioned Obligee dated _____ for Food and Beverage Services at the Palm Beach County Convention Center, Agreement No. _____, which agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said agreement.

NOW, THEREFORE, if Principal shall faithfully perform such agreement or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning October 1, 2007 and ending September 30, 2008.
2. In the event of default by the Principal in performance of the agreement during the term of this bond the Surety shall be liable only for the loss to the Obligee for actual excess costs of

performance of the agreement up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety as per the applicable statute of limitations.
4. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 7TH day of September, 2007.

ARAMARK Sports and Entertainment Services, LLC
(Principal)

By: 

The Continental Insurance Company
(Surety)

By: 

Daniel P. Dunigan -Attorney-In-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania corporation, is a duly organized and existing corporation having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel P. Dunigan, Richard J. Decker, Joseph W. Kolok, Jr, Brian Block, James H. Hahn, William F. Simkiss,
Individually

of Paoli, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the corporation.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of October, 2006.



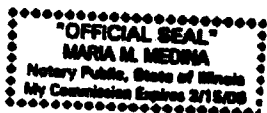
The Continental Insurance Company

Thomas P. Stillman

Senior Vice President

State of Illinois, County of Cook, ss:

On this 1st day of October, 2006, before me personally came Thomas P. Stillman to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a Pennsylvania corporation, described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



My Commission Expires March 15, 2009

Maria M. Medina

Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a Pennsylvania corporation, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this
7TH day of SEPTEMBER, 2007



The Continental Insurance Company

Mary A. Ribikawskis

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the company.

"Article VI-Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolution adopted by the Executive Committee of the Board of Directors of The Continental Insurance Company by unanimous written consent dated the 13th day of January, 1989:

RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."