

AGENDA ITEM SUMMARY

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted For:

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$1,200)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$1,200)</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
Budget Account No: Fund 4100 Department 120 Unit 8430 R-src 4469
Reporting Category _____

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

The operating revenue is based on five months multiplied by \$240 per month in license fee payments. Actual revenues may be higher depending on use.

C. Departmental Fiscal Review:

C. M. K. Simon

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

John D. ... 3-30-09
OFMB
CN 3/30/09

Dr. J. ... 4/1/09
Contract Dev. and Control
Done 4/1/09

This Contract complies with our
contract review requirements.

B. Legal Sufficiency:

James ... 4/13/09
Assistant County Attorney

C. Other Department Review:

Department Director

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this ____ day of _____, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Smarte Carte, Inc., a Minnesota corporation, whose principal place of business is located at 4455 White Bear Parkway, St. Paul, Minnesota 55110, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the "Department"), is the owner and operator of the Palm Beach International Airport (the "Airport"); and

WHEREAS, County desires to initiate a short-term pilot program to determine the viability of mechanical massage chair services at the Airport; and

WHEREAS, County is willing to grant Licensee a revocable license to use the Property for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a non-exclusive, revocable license to use the Property (as hereinafter defined) upon the following terms and conditions:

ARTICLE 1 BASIC PROVISIONS

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.

1.02 Property. The property subject to this Agreement shall be those areas within the Airport's passenger terminal designated by the Department for installation of mechanical massage chairs (the "Property"). The Department may require the removal or relocation of any mechanical massage chairs upon five (5) days prior written notice to Licensee.

ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE

The term of this Agreement shall commence on May 1, 2009 (the "Commencement Date") and expire on September 30, 2009 (the "Term"), unless terminated earlier as provided for herein.

ARTICLE 3 LICENSE FEE

3.01 License Fee. Licensee shall pay County for the use and occupancy of the Property a license fee in the amount of Two Hundred Forty Dollars and 00/100 (\$240.00) per month or twenty percent (20%) of monthly Gross Revenues (as hereinafter defined), whichever is greater, together with applicable sales taxes thereon ("License Fee"). On or before the twentieth (20th) day of each month, Licensee shall submit a written report, in a form and detail satisfactory to the Department, for the preceding calendar month detailing: (i) the total Gross Revenues; (ii) the Gross Revenues by massage chair location; and (iii) the License Fee payable to County ("Monthly Report"). The License Fee shall be remitted with the Monthly Report on or before the twentieth (20) day of each month for the preceding calendar month. All payments shall be made payable to "Palm Beach County" and delivered to the Finance Division, Department of Airports, 846 Palm Beach International Airport, West Palm

Beach, Florida 33406-1470, or to such other office or address as may be substituted therefor. The Department may require the Monthly Report to be submitted in an electronic format. For purposes of this Agreement, the term "Gross Revenues" means all revenues of every kind or nature derived from, arising out of or payable on account of the business conducted by Licensee under this Agreement, whether paid for in cash or by credit, and regardless of when payment is received, except only as explicitly excluded hereunder. The term "Gross Revenues" shall not include: (i) taxes imposed by law which are paid by the customer and directly payable by Licensee to a taxing authority; or (ii) any refunds made by Licensee to its customers, if approved by the Department in writing and made for reasons other than unacceptable or unsatisfactory service. In the event the Department directs the Licensee to remove any of the massage chairs pursuant to Section 1.02 hereof, the minimum License Fee will adjusted on a pro rata basis.

ARTICLE 4

CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE

4.01 Use of Property. Licensee shall use the Property solely and exclusively for the installation, operation and maintenance of mechanical massage chairs for use by the traveling public at the Airport. Licensee may charge a reasonable fee for use of its mechanical massage chairs. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever. Each mechanical massage chair shall have a highly visible placard listing the contact name and telephone number of Licensee to permit its customers to make comments, raise concerns and/or request reimbursement. The form of the placard shall be subject to prior written approval of the Department. Licensee shall promptly respond to all customer complaints and provide a reasonable resolution to such complaints. All mechanical massage chairs installed on the Property shall be attractive and be in first class condition and repair.

4.02 Improvements/Signage. Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion. All improvements, furnishings and equipment installed by Licensee shall be in compliance with all applicable laws. All signage shall be subject to prior written approval of the Department, which may be granted or withheld in the Department's sole and absolute discretion. No advertising other than the company name, product name and model designation shall be visible on the mechanical massage chairs installed on the Property. Licensee shall be responsible, at its sole cost and expense, for all utility connections and other improvements necessary for the installation and operation of the mechanical massage chairs; provided, however Licensee may decline to accept any locations that require the Licensee to extend electric power to the premises.

4.03 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state, and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without

Licensee's consent or knowledge comply with all applicable laws on the Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 Non-Discrimination. Licensee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, marital status, age, or disability shall be excluded from participation in or denied the use of the Property, (b) that in the construction of any improvements on, over, or under such Property and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, marital status, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Licensee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended from time to time. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Property and the facilities hereon, and hold the same as if the Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

4.07 Disadvantaged Business Enterprises/Affirmative Action. Licensee acknowledges that the provisions of Title 49, Part 23, Subpart F of the Code of Federal Regulations, Disadvantaged Business Enterprises (DBE), and Title 14, Part 152 of the Code of Federal Regulations, Affirmative Action Employment Programs, are applicable to the activities of Licensee under the terms of this Agreement, unless exempted by said regulations, and shall comply with said regulations, as now or hereafter amended or any successor regulations, and all requirements of the Department, the FAA and the U.S. Department of Transportation, in reference thereto. These requirements include, but are not limited to, the compliance with DBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies and the submission of various reports. Failure to comply with these requirements shall be grounds for default and termination of this Agreement. Licensee shall not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award of performance of any agreement covered by Title 49, Part 23, Subpart F of the Code of Federal Regulations, as now or hereafter amended or any successor regulation. Licensee shall include the preceding statement in any subsequent concession agreements that it enters and cause those businesses to similarly include the statement in further agreements. Any termination pursuant to this Section 4.07 shall not be effective until the procedures specified in said federal regulations or established by County are completed, including exercise or expiration of any appeal rights.

4.08 Disadvantaged Business Enterprise Participation. In the event Licensee utilizes certified DBEs for the purchase of products, goods and services used in the operation of this Agreement, Licensee shall provide a report to the Department as to the percentage of purchases made from certified DBEs during the Term of this Agreement within thirty (30) days from the expiration or earlier termination of this Agreement.

4.09 Surrender of Property. Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date of this Agreement, reasonable wear and tear excepted.

4.10 County's Right to Enter. County shall have the right to enter the Property at any

time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

ARTICLE 5

REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements, furnishings and equipment installed on the Property shall be kept in good repair and condition by Licensee. Licensee shall repair any non-functioning mechanical massage chairs within seventy two (72) hours of notification of the problem. Cosmetic deficiencies shall be repaired within five (5) days from the date of notification of the deficiency. Licensee shall maintain the Property and all improvements, furnishings and equipment installed on the Property in a neat, clean and sanitary condition, including all mechanical massage chairs installed upon the Property. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Property to County in good repair and condition as specified herein, free of all improvements, furnishings or equipment installed by Licensee. In the event of any damage to the Property, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, within fifteen (15) days after written request for reimbursement from County.

5.02 Security of Personal Property. Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Property, including, but not limited to, all mechanical massage chairs. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

5.03 Airport Security. Licensee shall observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the FAA and TSA, applicable to Licensee, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1542 of the Code of Federal Regulations. Licensee agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County, and to take such steps as may be necessary or directed by County to insure that sublessees, employees, invitees and guests observe these requirements. Licensee shall conduct background checks of its employees to the extent required by any Federal, State or local law or as required by the Department or County. The Department shall have the right to require the removal or replacement of any employee of Licensee at the Airport that the Department has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Licensee, its sublessees, employees, invitees or guests, County incurs any fines and/or penalties imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then Licensee agrees to pay to County all such costs and expenses, including all costs of administrative proceeding, court costs, and attorneys fees and all costs incurred by County in enforcing this provision. Licensee further agrees to rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. In the event Licensee fails

to remedy any such deficiency, County may do so at the cost and expense of Licensee. Licensee acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

5.04 Utilities. Subject to Section 4.02 of this Agreement, Licensee shall be responsible, at its sole cost and expense, for all utility connections necessary for the operation of the mechanical massage chairs and shall pay County Twenty Dollars (\$20.00) per month for the electricity used or consumed by the mechanical massage chairs installed by Licensee in the Airport's passenger terminal. Licensee shall remit the payment for electricity monthly with the License Fee.

ARTICLE 6 INSURANCE

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in Exhibit "A", attached hereto and incorporated herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

ARTICLE 7 INDEMNIFICATION

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Property; (ii) the occupancy or use by Licensee of the Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

ARTICLE 8 ASSIGNMENT

Licensee may not assign, sublet or rent any portion of the Property.

ARTICLE 9 REVOCATION OF LICENSE/DEFAULT

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon fifteen (15) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 Default. Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

ARTICLE 10 MISCELLANEOUS

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution, and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 Notices. All notices and elections (collectively, Anotices@) to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Deputy Director, Airports Business Affairs
Fax: (561) 471-7427

(b) If to the Licensee at:

Smarte Carte, Inc.
4455 White Bear Parkway
St. Paul, MN 55110
Attn: General Counsel
Fax: 651 653 6015

Either party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

10.09 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 Severability. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

10.12 Liability of County. Licensee shall look solely to the estate and property of the County in the Property for the collection of any judgment, or in connection with any other judicial process, requiring the payment of money by County in the event of any default by County with respect to any of the terms, covenants and conditions of this Agreement to be observed and performed by County, and no other property or estates of County shall be subject to levy, execution or other enforcement procedures for the satisfaction of Licensee's remedies and rights under this Agreement.

10.13 Effective Date. This Agreement shall become effective when executed by the parties hereto and approved by the Palm Beach Board of County Commissioners.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, County and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
Clerk & Comptroller

**PALM BEACH COUNTY, a Political
Subdivision of the State of Florida,
by its Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
John F. Koons, Chair *MAN*

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: *James V. Kelly*
Director, Department of Airports

WITNESSES:

**LICENSEE:
SMARTE CARTE, INC.**

John C. Carr

Signature
JOHN C. CARR

Typed or Printed Name
Heidi Brinkworth

Signature
Heidi Brinkworth

Typed or Printed Name

By: *James N. Meyer*

Signature
JAMES N. MEYER

Typed or Printed Name
Title: *V. P. & CFO*

(Corporate Seal)

EXHIBIT "A" INSURANCE

Commercial General Liability. Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Business Automobile Liability. Licensee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

Workers' Compensation & Employers Liability. Licensee shall maintain Workers' Compensation & Employers Liability insurance in accordance with applicable law. This coverage shall be provided on a primary basis.

Additional Insured. Licensee shall endorse the County as an Additional Insured with a ACG026 Additional Insured - Designated Person or Organization@ endorsement to the Commercial General Liability policy. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Coverage shall be provided on a primary basis.

Waiver of Subrogation. Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to 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, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder address shall read: Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/12/2008
PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1600 Minneapolis, MN 55402-2400		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
402974-SMARD-GAWUB-08-09 : GNARH11: 56	INSURERS AFFORDING COVERAGE	
INSURED SMARTE CARTE INC. 4455 WHITE BEAR PARKWAY WHITE BEAR LAKE, MN 55110	INSURER A: Zurich American Insurance Co	16535
	INSURER B: American Guarantee & Liability Ins Co	26247
	INSURER C: National Union Fire Ins Co Pittsburgh PA	19445
	INSURER D:	
	INSURER E:	

COVERAGES

4

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
A		GENERAL LIABILITY	GLO-3792674-02	12/31/08	12/31/09	EACH OCCURRENCE	\$ 1,000,000			
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES(Ea occurrence)	\$ 1,000,000			
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000			
						PERSONAL & ADV INJURY	\$ 1,000,000			
						GENERAL AGGREGATE	\$ 5,000,000			
		GENERAL AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
A		AUTOMOBILE LIABILITY	BAP 30-36-781-02	12/31/08	12/31/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000			
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$			
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$			
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$			
		<input checked="" type="checkbox"/> HIRED AUTOS								
		<input checked="" type="checkbox"/> NON-OWNED AUTOS								
		<input checked="" type="checkbox"/> COMP/COLL DED \$500								
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$			
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$			
						AUTO ONLY: AGG	\$			
B		EXCESS/UMBRELLA LIABILITY	AUC-5944852-00	12/31/08	12/31/09	EACH OCCURRENCE	\$ 5,000,000			
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000			
		<input type="checkbox"/> DEDUCTIBLE					\$			
		<input type="checkbox"/> RETENTION \$					\$			
							\$			
							\$			
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC-3036779-02 (AOS)	12/31/08	12/31/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER				
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC- 3036780-02 (MA,WI)	12/31/08	12/31/09	E.L. EACH ACCIDENT	\$ 1,000,000			
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
C		PROPERTY "ALL RISK"	753-2222	12/31/08	12/31/09	LOSS LIMIT	10,000,000			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY AND ALL RISK PROPERTY COVERAGE AS RESPECTS THE AIRPORT BAGGAGE CART CONCESSION AGREEMENT AND THE AIRPORT BUILDING LEASE AGREEMENT, BOTH FOR OPERATIONS AT PALM BEACH INTERNATIONAL AIRPORT AND BOTH WITH THE NAMED INSURED. TEN DAYS CANCELLATION NOTICE APPLIES IN THE EVENT OF NON-PAYMENT.

CERTIFICATE HOLDER CHI-002013236-09	CANCELLATION
Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Mary Radaszewski <i>Mary Radaszewski</i>