

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: March 13, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

- A. Standard License Agreement for Use of County-Owned Property dated January 19, 2018, with United Way of Palm Beach County, Inc. (Jupiter Community Action Program Building);
- B. Standard License Agreement for Use of County-Owned Property dated January 11, 2018, Cultural Council of Palm Beach County, Inc. (Government Center); and
- C. Standard License Agreement for Use of County-Owned Property dated January 5, 2018, with South Florida Fair and Palm Beach County Expositions, Inc (9620 Weisman Way Wheel lot and paved rear parking area).

**Summary:** In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached standard Agreements, dated from January 5, 2018 to January 19, 2018. have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or her designee. The Standard License Agreements were approved in accordance with R2010-0333, as amended and approved by the Board on October 1, 2013. These executed documents are now being submitted to the Board to receive and file. **(FDO Admin) Countywide (LDC)**

**Background & Justification:** The delegation of authority which provided authority for the County Administrator or her designee to execute standard license agreements was designed to expedite and streamline the process for commercial use of county owned property after submission of an application for use and after determination of whether a license fee should be charged for the use. There is no license fee if the applicant demonstrates that (i) the activity is for the purpose of promoting community interest and welfare and (ii) the applicant will not realize a profit based on the use.

**Attachments:**

- 1. Standard License Agreement for Use of County-Owned Property dated January 19, 2018, with United Way of Palm Beach County, Inc (Jupiter Community Action Program Building);
- 2. Standard License Agreement for Use of County-Owned Property dated January 11, 2018, Cultural Council of Palm Beach County, Inc. (Government Center); and
- 3. Standard License Agreement for Use of County-Owned Property dated January 5, 2018, with South Florida Fair and Palm Beach County Expositions, Inc (9620 Weisman Way Wheel lot and paved rear parking area).

Recommended By: 		
	Department Director	Date

Approved By:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
(County)					
In-Kind Match (County)					
NET FISCAL IMPACT	* 0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget:

Yes

No

☒

Does this item include the use of federal funds?

Yes

No

☒

Budget Account No:

Fund

Dept

Unit

Revenue Source

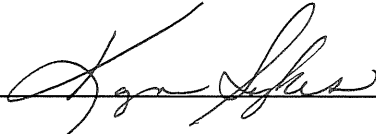
Fund

Dept

Unit

Revenue Source

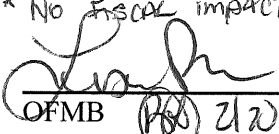
B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

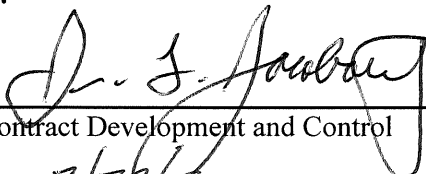
\* No Fiscal impact

  
OFMB

2/20/18

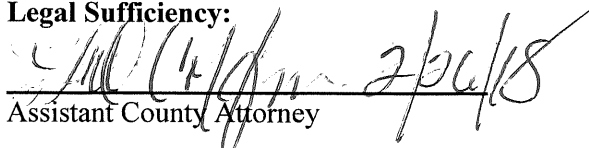
2/20/18

2/20/18

  
Contract Development and Control

2/23/18

B. Legal Sufficiency:

  
Assistant County Attorney

2/26/18

C. Other Department Review:

\_\_\_\_\_  
Department Director

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

**STANDARD LICENSE AGREEMENT  
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into January 19, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and United Way of Palm Beach County, Inc., hereinafter referred to as "Licensee".

**WITNESSETH:**

**WHEREAS**, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

**WHEREAS**, County is the owner of the real property and/or improvements described on the Application; and

**WHEREAS**, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and 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 permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

**1. Premises**

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date**

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee**

No License Fee is assessed as the activity is to promote community interest and welfare and the Licensee will not realize a profit from the activity. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees 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. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

The Licensee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.



8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. 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, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis.

Licensee shall also name the County as a Certificate Holder. The Certificate Holder shall read "Palm Beach County Board of County Commissioners, c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603".

Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A

Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

12. **Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License 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. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, "Notices") 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 national overnight delivery service, telecopied or faxed, 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 national overnight delivery service, 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:

FDO Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Fax: (561) 233-0206

with a copy to:

Palm Beach County  
Attn: County Attorney  
301 North Olive Avenue  
West Palm Beach, FL 33401  
Fax: (561) 355-6461

(b) If to the Licensee at:

United Way of Palm Beach County  
477 S. Rosemary Ave, Suite 230  
West Palm Beach, FL, 33401  
Fax 561-375-6666

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **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 LICENSE AGREEMENT.

19. **Governing Law and Venue**

This License Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

20. **Recording**

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

21. **Time of Essence**

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

22. **Palm Beach County Office of the Inspector General**

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

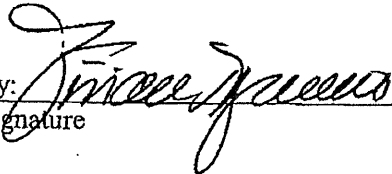
23. **No Third Party Beneficiary**

No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

Remainder of this page left intentionally blank

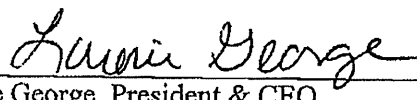
IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESS:

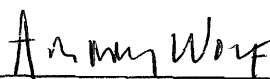

By:   
Signature

VIVIAN PAZMINO  
Printed Name

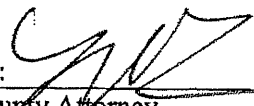
LICENSEE:

By:   
Laurie George, President & CEO

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

By:   
 Director, Facilities Development & Operations

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
County Attorney

**Exhibit “A”**

**APPLICATION FOR LICENSE TO USE**  
**COUNTY-OWNED PROPERTY**

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

Name of Applicant: Vivian Pazmino

Name of  
Organization/Licensee: United Way of Palm Beach County

Address: 477 S. Rosemary Ave, Suite 230,

City: West Palm Beach State: FL Zip: 33401

Phone: (561) 375 – 6600 Email: Vivianpazmino@unitedwaypbc.org

Name of the Authorized Representative : Laurie George, President & CEO

Type of Entity: ☐ Public Agency ☒ Non-Profit ☐ Other  
(Specify) \_\_\_\_\_

Name of Property: Community Action Program building  
(Please include room or area requested)

Address: 6415 Indiantown Rd – As depicted on attachment “B”

City: Jupiter State: FL Zip: 33458

☐ Training
 ☐ Educational
 ☐ Recreational
 ☐ Meeting  
☒ Non-profit Event
 ☐ Other

Does Use include the sale of Goods and/or Services? ☐ Yes ☒ No

Will User charge an Admission Fee and/or Participation Fee? ☐ Yes ☒ No

Amount to be charged for Admission Fee and/or Participation Fee: \_\_\_\_\_

Detailed description of the nature and purpose of use (attach additional sheets as necessary):  
Volunteer Income Tax Assistance (VITA) to provide free tax preparation services for low-moderate income households

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#### 4. FOOD AND BEVERAGE

Use includes food and/or beverage? ☐ Yes ☒ No

Use includes the sale, use or consumption of alcohol? ☐ Yes ☒ No

Note: A custodial fee may be imposed if the Use involves food and/or beverages.

#### 5. DATE AND TIME OF USE

Date(s) of Use: Jan 9, 2018 – April 17, 2018

Time(s) of Use: Mon/Tues/Thurs 5:00-9:00PM Saturday 9:00 AM-2:00 PM

#### 6. EQUIPMENT

Amount of Equipment Requested: \_\_\_\_\_ Tables \_\_\_\_\_ Chairs \_\_\_\_\_

All equipment contained or used within the Facility is subject to approval by the Department.

#### 7. ADDITIONAL USERS

Organization(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more organization(s)/individual(s)):

Name: N/A

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) – \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_, \_\_\_\_\_

Type of Entity: ☐ Public Agency ☐ Non-Profit ☐ Other  
(Specify) \_\_\_\_\_

#### 8. VENDORS

List all vendors of the Event: N/A



## 9. ADVERTISING

Will the event be advertised to the Public? ☒ Yes ☐ No

If yes, by what means?: ☐ Radio ☐ TV ☐ Other Social Media

**TO BE PROVIDED BY FDO (After evaluation of the Application):**

## 1. FEES AND ADDITIONAL CHARGES

<input type="checkbox"/>	License Fees	\$ _____
<input type="checkbox"/>	Custodial Fees	\$ _____
<input type="checkbox"/>	Service Costs	\$ _____
<input type="checkbox"/>	Other Costs	\$ _____

2. Special Conditions of Use: See attached Exhibit A-1

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

Lauren George  
Signature of Authorized Representative

Date: 1/9/13

Laure George, President & CEO  
Printed Name and Title of Authorized Representative

**APPROVED BY:**

Army Wolf  
Director, Facilities Development & Operations Department

Date: 1/18/18

OTHER DEPARTMENTAL REVIEW (If necessary):

\_\_\_\_\_  
Signature of Director of Department

Date: \_\_\_\_\_

**EXHIBIT “A-1”**  
**Special Conditions of Use re Standard License Agreement for Commercial Activity**

1. In the event there is an emergency, dial 911. In the event there is an accident or incident that does not warrant a call to 911, then such accident or incident occurring at the Facility shall be immediately reported by the User to an on-site County Staff member. In the event a County Staff member is not available, such accident or injury shall be immediately reported by the User to the Division of Facilities Management North County Region at 561-776-2051.

If after 5:00 pm or on the weekends, User shall call the County Division of Emergency Management 24-Hour Communications Center at 561-712-6428.

2. Location of the VITA services program will be limited to the Community Action Program offices as depicted in white on attachment “B”; and within the building to the office space assigned by the Community Action Program Staff.
3. A Licensee representative shall be responsible at all times for ensuring that no other offices are accessed by either participants nor volunteers
4. Licensee acknowledges that no security will be provided by the County, Licensee assumes all safety and security duties and responsibilities during the authorized hours of use. The Licensee will assume and be solely responsible for the safety and security of the premises, employees, volunteers and all public users during the hours of use.
5. Licensee acknowledges that the use of the Premises is for, i) the purpose of promoting community interest and welfare, and ii) that Licensee will not realize a profit based on the use of the Premises.
6. Licensee shall be present at the Premises during the entire time that the VITA services are offered to the public.
7. Licensee shall coordinate access to the facility during the week through the Community Action Program representative named on paragraph below. For Saturday access the Licensee Site Coordinator will be responsible for picking up the key from the Community Action Program Representative on Thursday at 5:00PM, and for turning it back on Monday at 5:00PM.
8. The parties hereby designate the following individuals, with the following contact information, as the representatives of each party for the administration of the License Agreement:

**County Representative:**

Natalia Diaz Rodriguez, office (561) 355-4208

**Community Action Program Representative:**

Cynthia Hatton, office (561) 694-5417, or  
Sheila Thomas, office (561) 693-9229

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**Licensee Representative:**

Vivian Pazmino, office: (561) 375-6600

**Licensee Site Coordinator:**

Edna Forero, Cell: (561) 287-3366

9. Licensee shall not use the Premises, or any part thereof, for any purpose whatsoever, other than for income tax preparation assistance as set forth in this License.
10. No alcoholic beverages are permitted on the Premises at any time. Alcoholic beverages shall not be provided, sold, used, or consumed on the Premises which shall be strictly enforced by User. There shall be no open containers of alcohol on the Premises.
11. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
12. Licensee shall be solely responsible for items left at the Facility by guests, invitees, participants, employees or representatives of the Licensee. The County shall not be responsible for items left by the Licensee.
13. Licensee shall return the Premises in the same condition as it was received. Licensee shall pick up all litter and trash and place it in approved receptacles at the end of each use. Licensee shall compensate the County for any repairs, cleaning or services required to restore the Premises to its pre-use condition as determined by County's Facilities Development & Operations Department (FDO).
14. No special parking arrangements are being provided. Licensee shall park within the available public parking spaces located near the Facility.
15. Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
16. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

**“This event is not sponsored by or affiliated with Palm Beach County”**

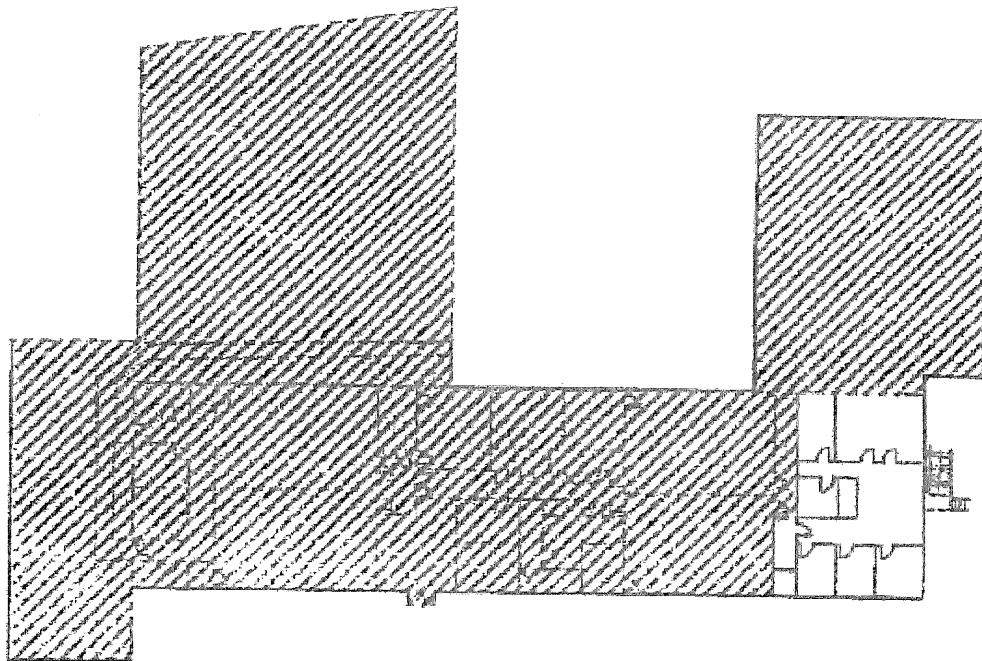
17. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein
-

**EXHIBIT “B”**  
**Premises**

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EXHIBIT "B"  
The Premises

W JUPITER  
6415 Indiantown Road  
Jupiter, FL



[ ] = PREMISES

COMMUNITY ACTION PROGRAM --  
COMMUNITY SERVICES

N  
↑



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Marsh & McLennan Agency LLC Co - Florida  
1000 Corporate Drive, Suite 400  
  
Fort Lauderdale FL 33334

CONTACT NAME:

PHONE (A/C, No, Ext): (954) 938-8788 FAX (A/C, No): (954) 938-8566

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A: Philadelphia Indemnity Ins. NAIC # 18058

INSURER B: Technology Insurance Company 42376

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

United Way of Palm Beach County, Inc. (561) 375-6600

477 S Rosemary Avenue  
Suite 230  
West Palm Beach FL 33401

COVERAGES		CERTIFICATE NUMBER: Cert ID 55987		REVISION NUMBER:				
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY		PHPK1747649	12/04/2017	12/04/2018	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
		OTHER:						
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY		PHPK1747649	12/04/2017	12/04/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/>	ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	PHUB609847	12/04/2017	12/04/2018	EACH OCCURRENCE	\$ 3,000,000
		EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 3,000,000
		DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3673210	12/04/2017	12/04/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		Professional Liability		PHPK1747649	12/04/2017	12/04/2018	Each Professional Incident	\$ 1,000,000
							Aggregate	\$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
re: Jupiter Community Action Center 6415 Indiantown Road, Jupiter, FL 33458

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, as Designated Organizations, are Additional Insureds as respects General, Auto and Umbrella Liability. Waiver of subrogation as respects General Liability and Workers Compensation in favor of Additional Insureds. All of the above is applicable when required by written contract subject to the terms, conditions and exclusions of the policy. 30 Day notice of Cancellation in favor of Additional Insured as respects General Liability as required by written contract subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
  
Long Beach CA 90801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Not For Profit Corporation  
UNITED WAY OF PALM BEACH COUNTY, INC.

Filing Information

Document Number	703769
FEI/EIN Number	59-0683258
Date Filed	03/19/1962
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/15/2016
Event Effective Date	NONE

Principal Address

477 S. ROSEMARY AVENUE SUITE 230  
WEST PALM BEACH, FL 33401

Changed: 11/15/2016

Mailing Address

477 S. ROSEMARY AVENUE SUITE 230  
WEST PALM BEACH, FL 33401

Changed: 11/15/2016

Registered Agent Name & Address

GEORGE, LAURA J  
477 S. ROSEMARY AVENUE SUITE 230  
WEST PALM BEACH, FL 33401

Name Changed: 02/24/2014

Address Changed: 08/20/2009

Officer/Director Detail

Name & Address

Title PRES

George, Laura, Phd  
477 S. ROSEMARY AVENUE SUITE 230  
WEST PALM BEACH, FL 33401

**STANDARD LICENSE AGREEMENT  
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into JANUARY 11 '18, by and between **Palm Beach County**, a political subdivision of the State of Florida, hereinafter referred to as "**County**" and the **Cultural Council of Palm Beach County**, hereinafter referred to as "**Licensee**".

**WITNESSETH:**

**WHEREAS**, Licensee has applied for a license to use County-owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

**WHEREAS**, County is the owner of the real property and/or improvements described on the Application; and

**WHEREAS**, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and 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 permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

**1. Premises**

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.



2. **Length of Term and Commencement Date**

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee Waiver**

No License Fee is assessed as the activity is to promote community interest and welfare and the Licensee will not realize a profit from the activity. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees 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. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

Licensee assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R2014-1421, as may be amended ("R2014-1421"), and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual

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orientation, disability, gender identity and expression, or genetic information with respect to their use of the Premises.

Licensee has submitted to County a copy of its non-discrimination policy which is consistent with the above, as contained in R2014-1421, or in the alternative, if Licensee does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R2014-1421.

8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. 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, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with

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an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

12. **Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Assignment**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License 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. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

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16. **Notices**

All notices and elections (collectively, "Notices") 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 national overnight delivery service, telecopied or faxed, 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 national overnight delivery service, 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:

FDO Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Fax: (561) 233-0206

with a copy to:

Palm Beach County  
Attn: County Attorney  
301 North Olive Avenue  
West Palm Beach, FL 33401  
Fax: (561) 355-6461

(b) If to the Licensee at:

Licensee Name: Cultural Council of Palm Beach County  
Licensee Address: 601 Lake Avenue  
Lake Worth, FL 33460  
Licensee Phone: 561-471-2901  
Licensee Fax: 561-687-9484

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

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18. **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 LICENSE AGREEMENT.

19. **Governing Law and Venue**

This License Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

20. **Recording**

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

21. **Time of Essence**

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

22. **Palm Beach County Office of the Inspector General**

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**

No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

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

WITNESS:

LICENSEE:

Cultural Council of Palm Beach County, INC

By: [Signature]  
Signature

By: [Signature]  
Signature

Kathleen Alex  
Print Witness Name

Rena Blades CEO  
Print Name and Title

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

By: [Signature]  
Director, Facilities Development & Operations

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

**Exhibit “A”**

**APPLICATION FOR LICENSE TO USE**  
**COUNTY-OWNED PROPERTY**

**APPLICATION FOR LICENSE TO USE  
COUNTY-OWNED PROPERTY**

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)  
PBCFacilityUsePermit@pbcgov.org  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603  
ATTN: Director  
Telephone: 561-233-0215  
Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

**1. USER/APPLICANT**

Name of Applicant: \_\_\_\_\_

Name of Organization/Licensee: Cultural Council of Palm Beach County

Address: 601 Lake Avenue, Lake Worth, FL 33460

Telephone: 561-471-2901

FAX: 561-687-9484

Email \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Type of Organization: Public Agency \_\_\_\_ Non-Profit X Other (Specify)

**2. REQUESTED PROPERTY**

Name and Address of Property Requested (Include property address, name of facility, room or area requested, as applicable): Palm Beach County Government Center  
301 N. Olive Avenue, West Palm Beach, FL 3340, wall space on floors 2-12 elevator lobbies  
for Licensee exhibit "Shades of Culture" as per previous license R2017-0883



**3. USE**

Nature of Use (Please check one): Training \_\_\_\_\_ Educational \_\_\_\_\_

Recreational \_\_\_\_\_ Meeting \_\_\_\_\_ Non-Profit Event \_\_\_\_\_ Other ☒ \_\_\_\_\_

Does Use include the sale of Goods and/or Services? Yes \_\_\_\_\_ No ☒ \_\_\_\_\_

Will User charge an Admission Fee and/or Participation Fee? Yes \_\_\_\_\_ No ☒ \_\_\_\_\_

Amount to be charged for Admission Fee and/or Participation Fee: \_\_\_\_\_ N/A \_\_\_\_\_

Detailed Description of the Nature and Purpose of Use (Attach additional sheets, as necessary): Display of certain promotional materials and posters as further described on Exhibit B for Licensee's "Shades of Culture" display

**4. FOOD AND BEVERAGE**

Use includes food and/or beverages? Yes \_\_\_\_\_ No ☒ \_\_\_\_\_

Use includes the sale, use or consumption of alcohol? Yes \_\_\_\_\_ No ☒ \_\_\_\_\_

**5. DATE**

Date(s) of Use: September 29, 2017 through March 29, 2018

Time(s) of Use: \_\_\_\_\_ AM/ PM \_\_\_\_\_ AM/ PM

**6. EQUIPMENT**

Amount of Equipment Requested: N/A

All equipment contained or used within the property is subject to approval by FDO.

**7. ADDITIONAL USERS**

Organization(s) participating in use, if other than Applicant (Attach additional pages to \_\_\_\_\_ list \_\_\_\_\_ more \_\_\_\_\_ organizations/individuals):  
N/A

Organization \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_  
Status: Non Profit \_\_\_\_\_ Profit \_\_\_\_\_ Other \_\_\_\_\_ (Explain)  
Contact Person: \_\_\_\_\_

**8. VENDORS**

List all vendors of the event N/A

**9. ADVERTISING**

Will the event be advertised to the public? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, by what means? Radio \_\_\_\_\_ TV \_\_\_\_\_ Internet \_\_\_\_\_ Other \_\_\_\_\_

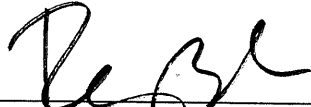
**TO BE PROVIDED BY FDO (After evaluation of the Application):**

**1. FEES AND ADDITIONAL CHARGES**

_____ License Fees	<u>\$Waived</u>
_____ Custodial Costs	<u>\$Waived</u>
_____ Service Costs	<u>\$Waived</u>
_____ Other Costs	<u>\$Waived</u>

**2. Special Conditions of Use:** See attached Exhibit A-1

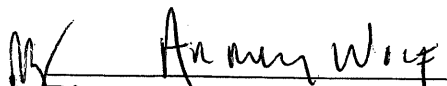
By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

  
\_\_\_\_\_  
Signature of Authorized Representative

Date: 12.20.17

Rene Blades CEO  
Printed Name and Title of Authorized Representative

**APPROVED BY:**

  
\_\_\_\_\_  
Director, Facilities Development & Operations Department

Date: 1/11/18

OTHER DEPARTMENTAL REVIEW (If necessary):

\_\_\_\_\_  
Signature of Director of Department

**Date:** \_\_\_\_\_

## **Exhibit “A-1”**

### **Special Conditions of Use**

**Licensed Use.** The Agreement covers only the temporary exhibit of Licensee entitled “Shades of Culture” as specifically described as to images and locations on Exhibit B.

**Exhibit Images.** The exhibit entitled “Shades of Culture” will not contain any images that have the name or logo of a private entity/business as part of the image.

**Licensed Facility.** The Agreement covers only the temporary location of the exhibit at the Palm Beach County Government Center 301 N. Olive Avenue, West Palm Beach, FL 3340, wall space on floors 2-12 elevator lobbies for Licensee exhibit as further described in location detail attached hereto as **Exhibit B**.

**Ownership of Images.** The Licensee represents that it is the owner of the images that will be displayed as part of the temporary exhibit entitled “Shades of Culture.

**Delivery and Removal of Exhibit.** The Licensee will deliver all items in the exhibit at the beginning of the exhibit period to the location specified by the County. The Licensee will retrieve all items in the exhibit from the location specified by the County on the date specified by the County.

**Installation of Items in the Exhibit.** All items in the temporary exhibit will only be attached to a wall by Facilities Management. There will be no items installed on easels or other free standing panels. The Licensee shall provide all two dimensional items to County in a frame and/or ready-to-hang condition as approved by the Art Administrator. Facilities Management will affix all items to the wall.

**Location of Exhibit Items.** The temporary exhibit will be administered by the County’s Art Administrator and specific exhibit items will be placed in the locations identified by the Art Administrator as more fully described on Exhibit B. The exhibit items shall remain in the location designated by the County for the duration of the exhibit. Notwithstanding the foregoing, exhibit items will be removed if and when damaged.

**Fees.** The County waives all fees and costs associated with the installation of the exhibit items.

**Risk of Loss.** The Licensee acknowledges and agrees that the County is not responsible for damage, loss or theft of exhibit items at any time during the exhibit including installation. The Licensee will not conduct the sale of any exhibit items while they are temporarily located at the Government Center.

**Damaged Items.** While the items are being exhibited, the Licensee will immediately report evidence of damage, regardless of cause, to County. Should an item become damaged, County may remove the item from its display location. Upon repair by the Licensee, the Licensee may have the item re-installed by County for the duration of the exhibit period but other items may not be substituted.

**Term.** As of the expiration of this license period no further renewals will be granted by Licensor.



CULTCOU

OP ID: AK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 262-478-1000 Bruce Gendelman Co., Inc. Suite 101 500 W Brown Deer Rd Milwaukee, WI 53217 Joseph O. Gendelman		CONTACT NAME: Carolyn Rabbitt PHONE (A/C, No, Ext): 262-478-1000 FAX (A/C, No): 262-478-1001 E-MAIL ADDRESS: crabbitt@gendelman.com		
INSURED Cultural Council of Palm Beach County Inc. 601 Lake Ave Lake Worth, FL 33460		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Philadelphia Indemnity Ins Co		18058
		INSURER B : Transportation Ins. Co.		20494
		INSURER C : Travelers Casualty & Surety		25674
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1695478	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1695478	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		PHUB596208	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC434648557	10/01/2017	10/01/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	D&O Liability			105680141	10/01/2016	10/01/2019	see below
A	Crime			PHPK1695478	10/01/2017	10/01/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Directors & Officers Liability Limit - \$1,000,000 / \$2,500 Deductible  
Employment Practices Liability Limit - \$1,000,000 / \$2,500 Deductible  
Fiduciary Liability Limit - \$1,000,000 / No Deductible  
Crime Limit \$1,000,000 / \$10,000 Deductible  
Palm Beach County is additional insured with respects to General Liability

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Tourist Development Council 1555 Palm Beach Lakes Blvd Suite 900 West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Bruce Gendelman



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Not For Profit Corporation  
CULTURAL COUNCIL OF PALM BEACH COUNTY, INC.

Filing Information

Document Number 743462  
FEI/EIN Number 59-1862336  
Date Filed 06/30/1978  
State FL  
Status ACTIVE  
Last Event AMENDED AND RESTATEDARTICLES/NAME CHANGE  
Event Date Filed 06/01/2012  
Event Effective Date NONE

Principal Address

601 LAKE AVENUE  
LAKE WORTH, FL 33460

Changed: 03/07/2012

Mailing Address

601 LAKE AVE  
LAKE WORTH, FL 33460

Changed: 06/01/2012

Registered Agent Name & Address

BLADES, RENA M  
601 LAKE AVENUE  
LAKE WORTH, FL 33460

Name Changed: 09/09/2004

Address Changed: 03/07/2012

Officer/Director Detail

Name & Address

Title PRES  
  
BLADES, RENA M  
601 LAKE AVENUE  
LAKE WORTH, FL 33460

**STANDARD LICENSE AGREEMENT  
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into January 5, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and South Florida Fair and Palm Beach County Expositions, Inc., a Florida not for profit corporation, hereinafter referred to as "Licensee".

**WITNESSETH:**

**WHEREAS**, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"); and

**WHEREAS**, County is the owner of the real property and/or improvements described on the Application; and

**WHEREAS**, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and 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 permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

**1. Premises**

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application attached hereto as **Exhibit "A"** and incorporated herein by reference, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

**2. Length of Term and Commencement Date**

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the

earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee Waiver**

No License Fee is assessed as the activity is to promote community interest and welfare and the Licensee will not realize a profit from the activity. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees 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. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

Licensee assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression or genetic information with respect to their use of the Premises.



8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. 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, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage, to:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801  
Email: pbc@instracking.com or Facsimile: +1 (562) 435-2999

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

12. **Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License 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. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent

alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

**16. Notices**

All notices and elections (collectively, "Notices") 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 national overnight delivery service, telecopied, faxed or emailed, 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 national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier, fax or email 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:

FDO Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Fax: (561) 233-0206

with a copy to:

Palm Beach County  
Attn: County Attorney  
301 North Olive Avenue  
West Palm Beach, FL 33401  
Fax: (561) 355-6461

(b) If to the Licensee at:

South Florida Fair and Palm Beach County Expositions, Inc.  
Attn: Richard Vymlatil, President  
9067 Southern Boulevard  
West Palm Beach, FL 33411  
Fax: (561) 790-5246

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

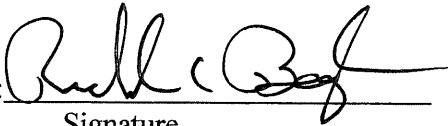
**17. Severability**

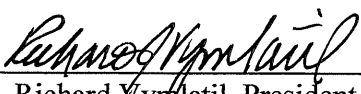
If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **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 LICENSE AGREEMENT.
19. **Governing Law and Venue**  
This License Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the License Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
20. **Recording**  
Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.
21. **Time of Essence**  
Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.
22. **Palm Beach County Office of the Inspector General Audit Requirements**  
Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
23. **No Third Party Beneficiary**  
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

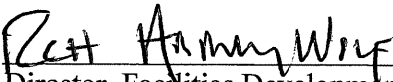
IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

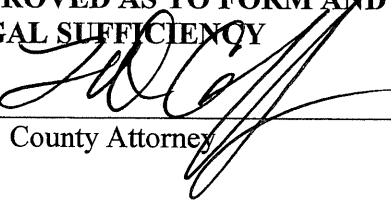
WITNESS:

By:   
Signature  
Richard C Bogatiu  
Print Witness Name

LICENSEE:  
SOUTH FLORIDA FAIR & PALM  
BEACH COUNTY EXPOSITIONS, INC.,  
By:   
Richard Wynlatil, President

SEAL  
NOT FOR PROFIT CORPORATION

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida  
By:   
Director, Facilities Development & Operations

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
By:   
County Attorney

**EXHIBIT "A"**  
**APPLICATION FOR LICENSE TO USE**  
**COUNTY-OWNED PROPERTY**

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)  
PBCFacilityUsePermit@pbcgov.org  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603  
ATTN: Director  
Telephone: 561-233-0215  
Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

**1. USER/APPLICANT**

Name of Applicant: Richard Vymlatil, President

Name of Organization/Licensee: South Florida Fair and Palm Beach County Expositions, Inc.

Address: 9067 Southern Boulevard, West Palm Beach, FL 33415

Telephone: (561) 790-5204

Email: Rick@southfloridafair.com

Name and Title of Authorized Representative: Richard Vymlatil, President/CEO

Type of Organization: Public Agency \_\_\_\_ Non-Profit X Other (Specify) \_\_\_\_

**2. REQUESTED PROPERTY**

Name and Address of Property Requested: 9620 Weisman Way, West Palm Beach parcel east of the Video Visitation Center ("Wheel Lot") and the paved parking area behind the Stockade ("Paved Rear Parking Area") as depicted on the attached Exhibit "A-1".

**3. USE**

Nature of Use (Please check one): Training \_\_\_\_ Educational \_\_\_\_

Recreational \_\_\_\_ Meeting \_\_\_\_ Non-Profit Event X Other \_\_\_\_

Does Use include the sale of Goods and/or Services? Yes \_\_\_\_ No X

Will User charge an Admission Fee and/or Participation Fee? Yes \_\_\_\_ No X

Amount to be charged for Admission Fee and/or Participation Fee: \_\_\_\_\_

Detailed Description of the Nature and Purpose of Use (Attach additional sheets, as necessary): Wheel Lot will be used for public offsite parking. Rear Paved Parking Area will be used for authorized Fair & Sheriff Office parking during the 2018 South Florida Fair event.

#### 4. FOOD AND BEVERAGE

Use includes food and/or beverages? Yes \_\_\_\_\_ No X

Use includes the sale, use or consumption of alcohol? Yes \_\_\_\_\_ No X

#### 5. DATE

Date(s) of Use: January 10<sup>th</sup> through January 30<sup>th</sup> which includes two days prior and two days past the dates of the 2018 South Florida Fair Event

Time(s) of Use: Wheel Lot: 7:00 A.M. -1:30 A.M. / Paved Rear Parking Area: 6:00 A.M. through 90 minutes after Fair closing

#### 6. EQUIPMENT

Amount of Equipment Requested: Tables N/A Chairs N/A

Portable self-contained lighting and portable toilets as deemed necessary and supplied by Licensee. All equipment contained or used within the property is subject to approval by FDO.

#### 7. ADDITIONAL USERS

Organization(s) participating in use, if other than Applicant (Attach additional pages to list more organizations/individuals): NONE

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

Status: Non Profit \_\_\_\_\_ Profit \_\_\_\_\_ Other \_\_\_\_\_ (Explain)

Contact Person:

\_\_\_\_\_

**8. VENDORS**

List all vendors of the event: NONE

**9. ADVERTISING**

Will the event be advertised to the public? Yes X No \_\_\_\_\_

If yes, by what means?: Radio X TV X Internet X Other,  
Newspaper \_\_\_\_\_

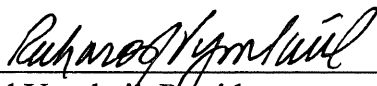
**TO BE PROVIDED BY FDO (After evaluation of the Application):**

**1. FEES AND ADDITIONAL CHARGES**

<u>N/A</u>	License Fees	\$ _____
<u>N/A</u>	Custodial Costs	\$ _____
<u>N/A</u>	Service Costs	\$ _____
<u>N/A</u>	Other Costs	\$ _____

**2. Special Conditions of Use: See attached Exhibit A-2**

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

 **Date:** 12-14-17  
Richard Vymlatil, President,

**APPROVED BY:**

\_\_\_\_\_  
Director  
Facilities Development & Operations Department  
**Date:** \_\_\_\_\_

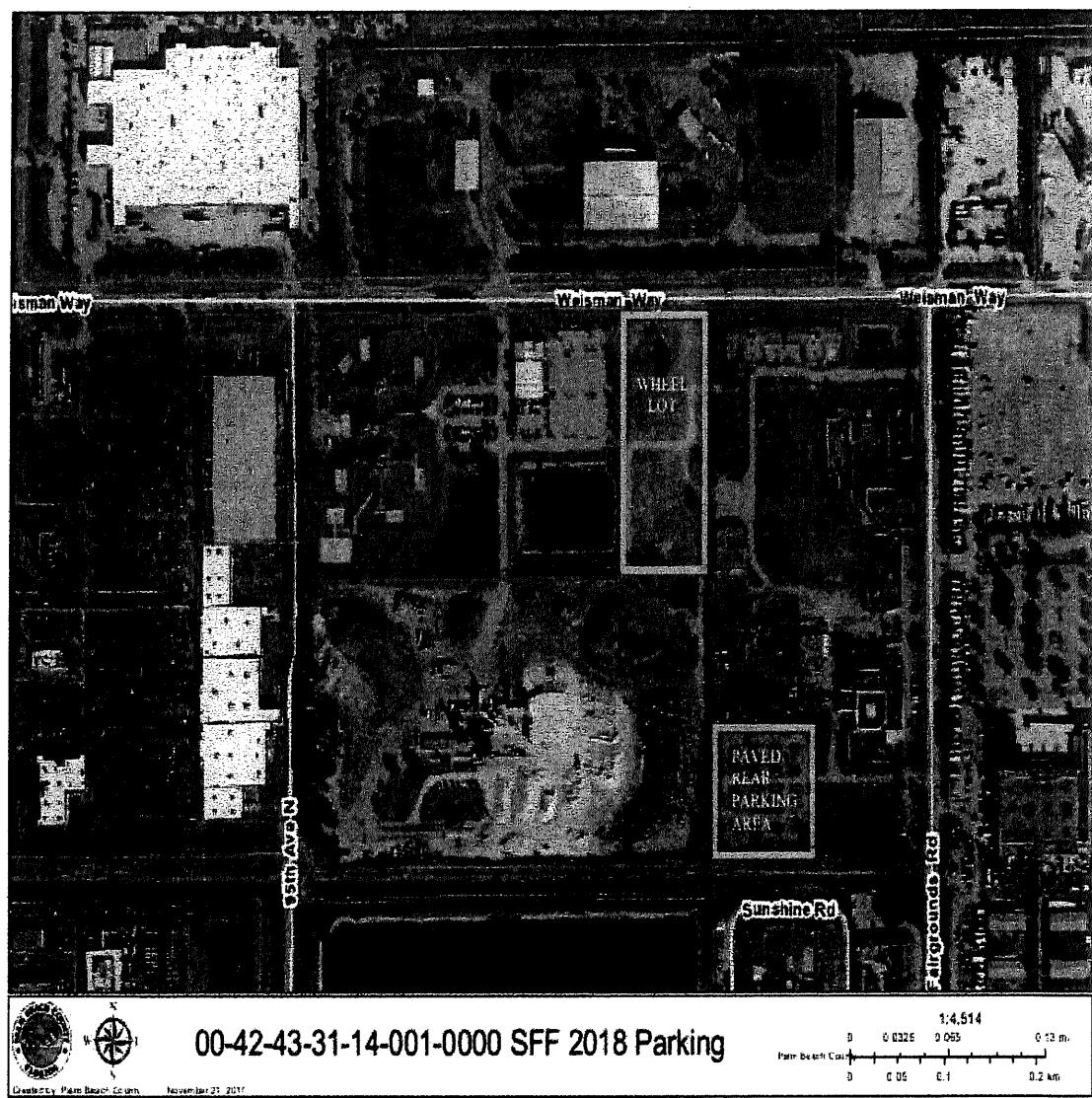
**OTHER DEPARTMENTAL REVIEW (If necessary):**

\_\_\_\_\_  
Signature of Director of Department  
**Date:** \_\_\_\_\_

G:\PREM\PM\License Agreement\So Fla Fair Parking 2018\License Agreement. dc app 12-1-2017.docx



EXHIBIT "A-1"  
PROPERTY



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**EXHIBIT "A-2"**  
**SPECIAL CONDITIONS OF USE**

**Wheel Lot Area**

- Used only for overflow public parking.
- Prior to use, Licensee will barricade two driveways from the Wheel Lot to the improved Video Visitation Center and park in a manner that prohibits cross traffic between the two areas.
- When in use, PBSO will provide traffic control; Licensee's parking management company will provide onsite staffing.
- After each use, Licensee will clear the parcel of debris and trash, and will restore the property to its pre-use condition and secure the gate.
- Licensee will be responsible for preparing the parcel prior to use.
- Licensee will be responsible for maintenance and security of the parcel during the licensed use periods.
- No overnight parking will be permitted.

**Paved Rear Parking Area**

- Used only for authorized Fair and Sheriff Staff parking
- Licensee will issue hanging placards or other form of visual parking pass that must be displayed at all times.
- When in use, PBSO will provide traffic control; Licensee will provide onsite staffing to ensure all vehicles permitted access have a visual parking pass and will prohibit the parking of unauthorized vehicles.
- No later than 8:30 a.m. each morning, Licensee will clear the parcel of debris and restore to its pre-use condition.
- No overnight parking will be permitted.

G:\PREM\PM\License Agreement\So Fla Fair Parking 2018\License Agreement. dc app 12-1-2017.docx



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

**Detail by Entity Name**

Florida Not For Profit Corporation  
SOUTH FLORIDA FAIR AND PALM BEACH COUNTY EXPOSITIONS, INC.

Filing Information

**Document Number** 735248  
**FEI/EIN Number** 59-0870057  
**Date Filed** 03/05/1976  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 10/31/2000

Principal Address

9067 SOUTHERN BLVD.  
A3105  
WEST PALM BEACH, FL 33411 UN

Changed: 03/20/2012

Mailing Address

4425 MILITARY TRAIL  
SUITE 109  
JUPITER, FL 33458

Changed: 04/29/2010

Registered Agent Name & Address

FOSTER, JOHN F  
4425 MILITARY TRAIL  
SUITE 109  
JUPITER, FL 33458

Name Changed: 04/02/2007

Address Changed: 04/29/2010

Officer/Director Detail

**Name & Address**

Title C

Bubis, Michael W.

9067 SOUTHERN BLVD.  
WEST PALM BEACH, FL 33411

Title VC

Pruitt, William E.  
9067 SOUTHERN BLVD.  
WEST PALM BEACH, FL 33411

Title P

VYMLATIL, RICHARD J  
9067 SOUTHERN BLVD.  
WEST PALM BEACH, FL 33411

Title T

Grady, Dennis  
9067 SOUTHERN BLVD.  
WEST PALM BEACH, FL 33411

Title S

Weisman, Robert  
9067 SOUTHERN BLVD.  
WEST PALM BEACH, FL 33411

Title AS

FOSTER, JOHN FENN  
4425 MILITARY TRAIL, SUITE 109  
JUPITER, FL 33458

Annual Reports

Report Year	Filed Date
2015	02/24/2015
2016	02/09/2016
2017	03/01/2017

Document Images

03/01/2017 – ANNUAL REPORT	<a href="#">View image in PDF format</a>
02/09/2016 – ANNUAL REPORT	<a href="#">View image in PDF format</a>
02/24/2015 – ANNUAL REPORT	<a href="#">View image in PDF format</a>
01/29/2014 – ANNUAL REPORT	<a href="#">View image in PDF format</a>
03/12/2013 – ANNUAL REPORT	<a href="#">View image in PDF format</a>
03/20/2012 – ANNUAL REPORT	<a href="#">View image in PDF format</a>
03/22/2011 – ANNUAL REPORT	<a href="#">View image in PDF format</a>
07/07/2010 – ANNUAL REPORT	<a href="#">View image in PDF format</a>
04/29/2010 – ANNUAL REPORT	<a href="#">View image in PDF format</a>
03/26/2009 – ANNUAL REPORT	<a href="#">View image in PDF format</a>
01/14/2008 – ANNUAL REPORT	<a href="#">View image in PDF format</a>

ACORD<sup>TM</sup>

Client#: 4833

SOUTHFLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	CONTACT NAME: Marni Fortner PHONE (A/C, No, Ext): 913 432-4400 FAX (A/C, No): 913-749-4845 E-MAIL ADDRESS: marni.fortner@hwins.com
INSURED South Florida Fair & Palm Beach County Expositions, Inc. PO Box 210367 West Palm Beach, FL 33421	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

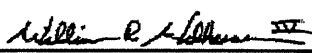
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JCT <input type="checkbox"/> LOC		G24605759	10/01/2017	10/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		H0815689A	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XCPN05004329	10/01/2017	10/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUS-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*Certificate Holder Name Continued: officers, employees and agents, c/o Facilities Development & Operations  
Department/ PREM Division

Governmental Entity (Form CG2026/LD-22318)

The certificate holder is named as an additional insured on the general  
(See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its* 2633 Vista Parkway West Palm Beach, FL 33411-5605	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

liability policy but only with respect to liability arising out of the  
named insured's operations or premises owned by or rented to the named  
insured per form CG2026/LD-22318.