

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Does this item include the use of Federal Funds? Yes _____ No X

Does this item include the use of State Funds? Yes _____ No X

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

There is no fiscal impact associated with this item.

Fixed Asset Number _____

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 3/12/2026
 OFMB
[Signature] 3/12
 AF 3/12

[Signature] 3/16/24
 Contract Development and Control 26 3.13.24

B. Legal Sufficiency:

[Signature] for Liz Herman 3/17/26
 Assistant County Attorney

C. Other Department Review:

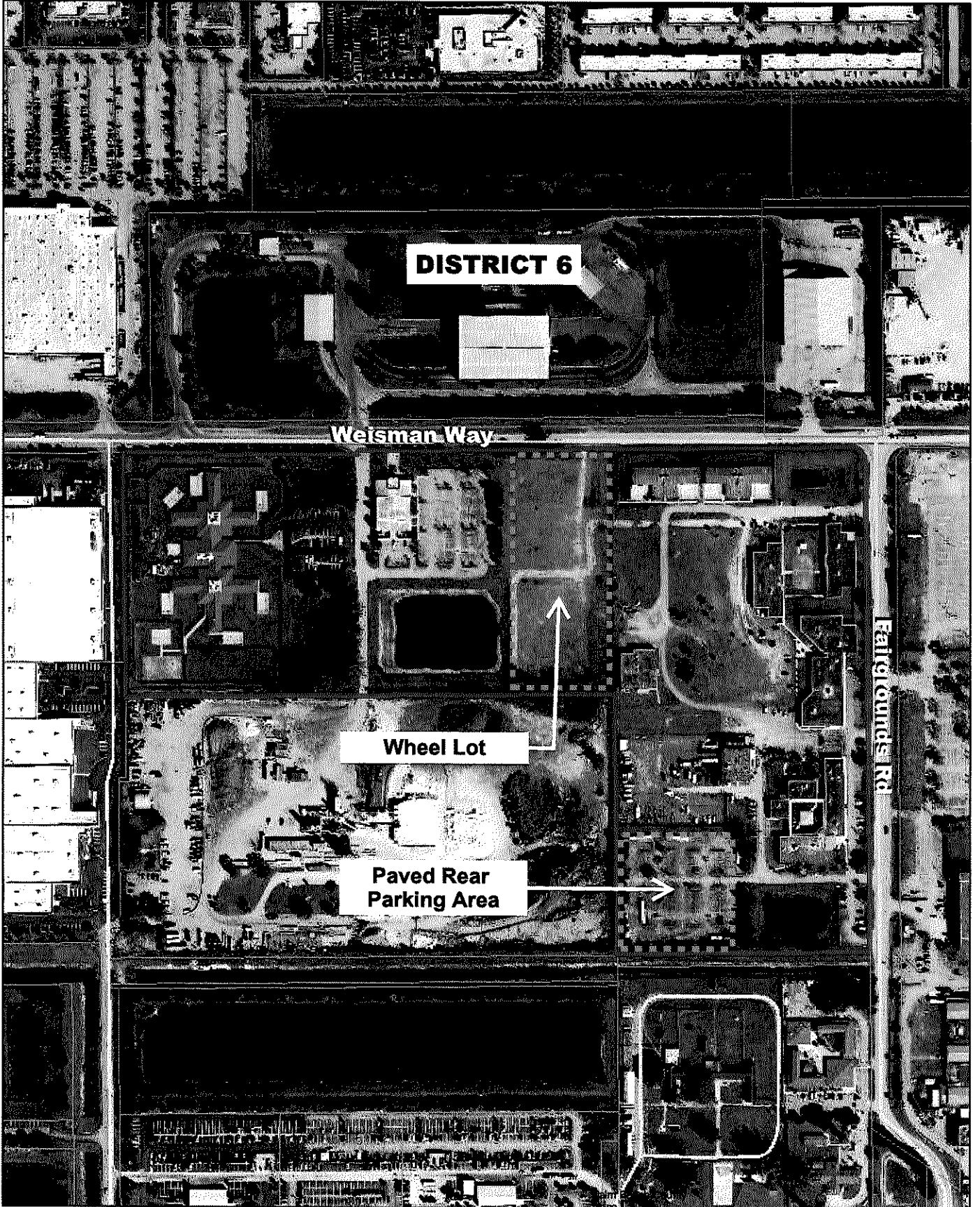
 Department Director

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

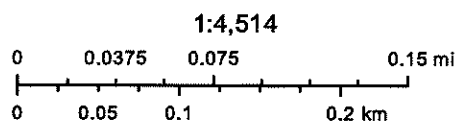
Attachment #1
Location Map

Location Map

00-42-43-31-14-001-0000



January 25, 2024



Attachment #2
Standard License Agreement (with Exhibit A)
(15 pages)

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

This License Agreement made and entered into January 11, 2026, by and between Palm Beach County, a political subdivision of the State of Florida, 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"), 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, (i) the time listed on the Application; or (ii) 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 County is committed to assuring equal opportunity in the award of contracts and complies

with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Licensee warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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

South Florida Fair 2026/License Agreement

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.

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".

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:

Director, Property & Real Estate Management
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

Palm Beach County
Attn: County Attorney, Real Estate
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: Matt Wallsmith, President/CEO
9067 Southern Blvd.
West Palm Beach, FL 33415
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.

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**

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.

24. **E-Verify – Employment Eligibility**

Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Licensee's contractors and subcontractors performing any duties and obligations under this License are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

25. **Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern**

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Licensee certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

26. **Human Trafficking Affidavit**

Licensee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Licensee has executed **Exhibit "B"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

Remainder of this page left intentionally blank

South Florida Fair 2026/License Agreement

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

Becky Brattner
Printed Name

LICENSEE:

By: _____
Signature

MAT WAINWRIGHT
Printed Name
President / CEO
Title

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

By: _____
Director, Facilities Development & Operations

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Liz Herman
County Attorney

By: Purvi Bhogaita
Purvi A. Bhogaita, Director
Property & Real Estate Management

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@pbc.gov
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0220

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: Matt Wallsmith
Name of Organization/Licensee: South Florida Fair & Palm Beach County Expositions Inc.
Address: 9067 Southern Blvd
City: West Palm Beach State: FL Zip: 33411
Phone: (561) 790-5205 Email: Matt@SouthFloridaFair.com
Name of the Authorized Representative: Matt Wallsmith, President & CEO
Type of Entity: Public Agency Non-Profit Other
(Specify) _____

2. REQUESTED PROPERTY

Name of Property: Parcel east of Video Votation Center ("Wheel Lot") and the paved parking areas behind the Stockade ("Paved Rear Parking Area") (see Exhibit "A-1")
(Please include room or area requested)
Address: 9620 Weisman Way
City: West Palm Beach State: FL Zip: 33415

3. 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: _____

Detailed description of the nature and purpose of use (attach additional sheets as necessary):

Wheel lot area will be used for public off-site parking. Paved Rear Parking Area will be used for authorized Fair, County & Sheriff parking during the 2026 GFF Event. See Exhibit "A-2" to the Application.

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: January 14, 2026 - February 3, 2026

Time(s) of Use: 07:00 AM/PM - 01:30 AM/PM

6. EQUIPMENT

Amount of Equipment Requested: N/A Tables N/A 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: None

9. ADVERTISING

Will the event be advertised to the Public? Yes No

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

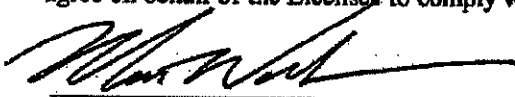
TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

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

2. Special Conditions of Use: See Exhibit "A-2 to Application"

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: 11/10/2025

Signature of Authorized Representative

Matt Wallsmith, President & CEO

Printed Name and Title of Authorized Representative

APPROVED BY:



Director, Facilities Development & Operations Department

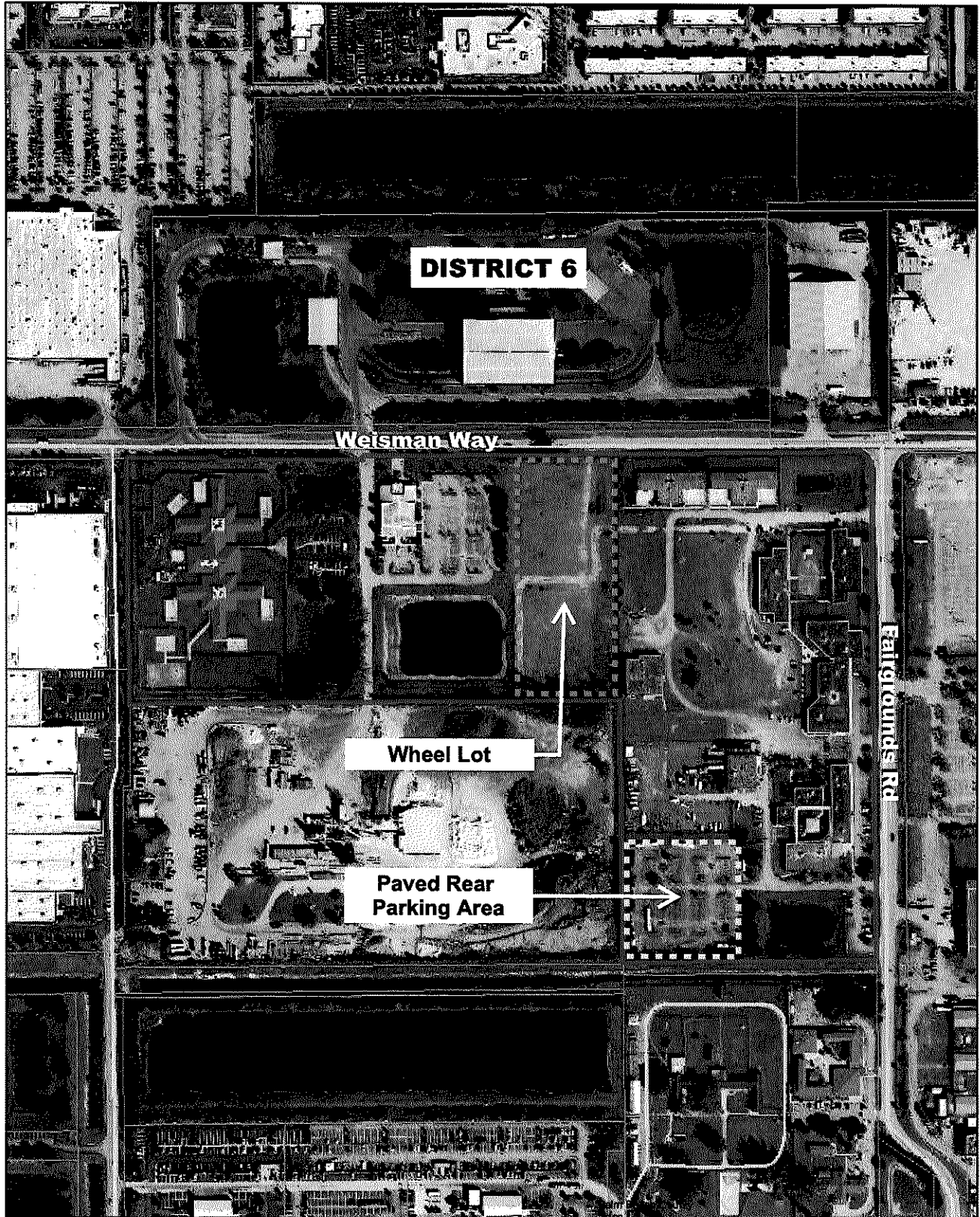
Date: 11/10/2026

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

Date: _____

Exhibit "A-1" to Application
Location Map
00-42-43-31-14-001-0000



January 25, 2024

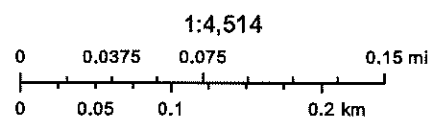


EXHIBIT "A-2" to Application
Special Conditions of Use re Standard License Agreement For Commercial Activity

Wheel Lot Area

- The Wheel Lot Area shall be used only for overflow public parking.
- No overnight parking by the public will be permitted.
- Licensee shall be responsible for maintenance and security of the Wheel Lot Area.
- Prior to use:
 - a. Licensee shall be responsible for preparing the Wheel Lot Area prior to use.
 - b. Licensee shall clean and clear the Wheel Lot Area of any vegetation to increase available parking space.
 - c. Licensee may perform regular lawn mowing. After the Wheel Lot Area has been mowed, Licensee and County will determine if additional work needs to be done by Licensee, including but not limited to, clearing the brush and clearing the fallen trees. Licensee shall not do any additional work, except for the mowing, until approval is obtained by County.
 - d. Licensee shall barricade two driveways from the Wheel Lot Area to the improved Video Visitation Center and ensures that users park in a manner that prohibits cross traffic between the two areas.
- During use:
 - a. Palm Beach Sheriff's Office ("PBSO") will provide traffic control.
 - b. Licensee's parking management company shall provide onsite staffing to oversee and manage parking operations, including but not limited to, directing vehicles, monitoring parking areas, and ensuring the orderly use of the Wheel Lot Area.
- After each use:
 - a. No later than 8:30 a.m. each morning, Licensee shall clear the Wheel Lot Area of debris and restore to its pre-use condition.
 - b. Licensee will secure the gate of the Wheel Lot Area.

Paved Rear Parking Area

- The Paved Rear Parking Area shall be used only for authorized Fair, County Staff and Sheriff Staff parking.
- No overnight parking by the public will be permitted.
- Licensee shall be responsible for maintenance and security of the parcel during the licensed use periods.
- Prior to use:
 - a. Licensee shall be responsible for preparing the area prior to use.
 - b. Licensee shall sweep the area and clean out the gutters.
 - c. Licensee shall repaint existing parking stripes (no modifications to striping or configuration of parking spaces permitted).
 - d. If there is any tree cutting or major landscaping, County staff must be present.
- During use:
 - a. PBSO will provide traffic control.
 - b. Licensee's parking management company shall provide onsite staffing to oversee and manage parking operations in the Paved Rear Parking Area, including but not limited to directing vehicles, monitoring parking areas, and ensuring the orderly use of the area for authorized Fair, County Staff and Sheriff Staff parking.
- After each use:
 - a. No later than 8:30 a.m. each morning, Licensee shall clear the parcel of debris and restore to its pre-use condition.

EXHIBIT "B"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of South Florida Fair and Palm Beach County Expositions, Inc. (Licensee) and attest that Licensee does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.



(signature of officer or representative)

MATT WALLSMITH

(printed name and title of officer or representative)

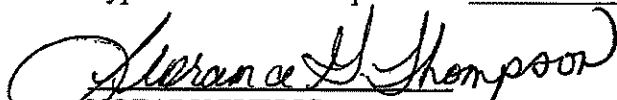
President & CEO
South Florida Fair &
Palm Beach County Expositions, Inc.

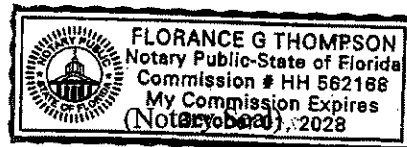
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 7th day of January 2024, by Matt Wallsmith.

Personally known OR produced identification .

Type of identification produced _____


NOTARY PUBLIC
My Commission Expires: 10/1/28
State of Florida at large



Attachment #3
Certificate of Insurance
(2 pages)

DESCRIPTIONS (Continued from Page 1)

primary basis.