

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Account No: Fund _____ Department _____ Unit _____ Object _____
Reporting Category _____

B. **Recommended Sources of Funds/Summary of Fiscal Impact:** There is no fiscal impact associated with this item.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments: *Standard License agreement form to be used in the future.*

Jim Oul 8-3-06

OFMB

John K. Webster 8/9/06

Contract Dev. and Control

[Signature] 8/1/06

[Signature] 7-25-06

This item complies with current County policies.

B. Legal Sufficiency:

Maureen Cullen

Assistant County Attorney

C. Other Department Review:

AGREEMENT FOR USE
PALM BEACH COUNTY CONVENTION CENTER

This Agreement is made and entered into this _____ day of _____, 200__, by and between Discover Palm Beach County, Inc., a Florida not-for-profit corporation doing business as Palm Beach County Convention & Visitors Bureau ("Operator"), and The Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, whose federal employer identification number is 59-6000785. ("User").

A. RECITATIONS

1. Whereas, Palm Beach County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("County"), is the owner of the Palm Beach County Convention Center (the "Center"); and
2. Whereas, Operator has entered into an agreement with County for the management, operation, and maintenance by Operator of the Center, including the authority and responsibility to enter into all agreements for use of the Center (the "Convention Center Management Agreement"); and
3. Whereas, Operator has entered into an agreement with Global Spectrum, L.P., a Delaware limited partnership ("Contract Administrator"), for the provision of certain services to Operator in connection with the management, operation and maintenance of the Center (the "Convention Center Operations Agreement"); and
4. Whereas, User desires to use certain premises located in the Center for the purpose and upon the terms provided herein, and Operator desires to contract with User for the provision of certain services in connection with such use;

Now therefore, in consideration of the mutual agreements contained herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

B. USE OF PREMISES, SERVICES

1. Grant of Premises Use. Operator grants to User the peaceable, quiet use and enjoyment of the portions of the Center designated in Exhibit A hereto, together with the reasonable ancillary use of corridors for ingress and egress, designated lobbies, outdoor access and ingress areas, loading docks, rest rooms, and other common areas (such designated portions and common areas collectively referred to herein as the "Licensed Premises" or "Premises") on the dates and during the times indicated in such Exhibit A, on the terms and conditions specified herein.
2. Purpose. The Premises will be used by User and its authorized and approved exhibitors ("Exhibitors") for the sole purpose of [USE] (the "Event"). When applicable to the nature of the Event, and if requested by Operator, User will provide Operator with a detailed written description of the Event.
3. Ancillary Services, Personnel, and Equipment. In connection with use of the Premises for the Event, Operator will provide to User certain services, personnel, and equipment rental, as shall be further agreed to by the parties' contract representatives in writing.
4. Condition of Premises. Operator will provide the Premises for use by User on the dates of the Event in a condition equivalent to first class convention center facilities in accordance with standards of the industry. User shall conduct with Operator an inspection of the Premises prior to use, and any existing damages or problems found in the inspection shall be noted in writing.

C. COMPENSATION

1. **User Fees.** User shall pay to Operator as rent for use of Premises the amounts set forth in Exhibit A (the "User Fees"). User is exempt from Florida Sales tax.
2. **Mode of Payment of User Fees.** User agrees to pay the User Fees to Operator by check payable to "Palm Beach County Convention & Visitors Bureau", as provided in Exhibit "A", within sixty (60) days of the last Event day or move-out day, whichever is later.
3. **Services, Personnel, and Equipment Fees.** For services, personnel, and equipment provided to User by Operator under Section B3 of this Agreement, User shall pay Operator the fees outlined in Exhibit C.
4. **Mode of Payment of Services, Personnel, and Equipment Fees.** Promptly after the close of the Event, Operator will provide to User a final settlement of payments versus charges for services, personnel, and equipment and any other charges payable under this Agreement. If payments exceed such charges, Operator will include with such final settlement a check payable to User in the amount of such overpayment. If such charges exceed payments, Operator will include with such final settlement an invoice for such shortfall, which shall be paid by User within sixty (60) days of the last Event day or move-out day, whichever is later.
5. **Food and Beverage Fees.** For food and beverage services in connection with the Event, User agrees to pay the fees outlined in Exhibit B.

D. SERVICES

1. **Notice of Event Requirements.** When applicable to the nature of the Event, as soon as practicable, but not less than thirty (30) days before the first move-in day of the Event, User shall submit to Operator a full and detailed account of all event requirements and set-up, including stage, exhibit hall, and chair requirements, event personnel requirements, food and beverage requirements, and all such other information as may be required by Operator concerning the Event. In the event of late delivery of such information, User will be responsible for additional costs arising directly out of such late delivery of information.
2. **Floor Plan.**
 - a. Prior to the use of any exhibit space, User shall provide Operator five (5) copies of a Preliminary Floor Plan for the Event.
 - b. Operator reserves the right, by written notice after receipt of the Preliminary Floor Plan, to require User to make such changes, deletions, and additions to such floor plan as Operator deems reasonably necessary or desirable to ensure the efficient operation of the Facility.
3. **Services Provided by Operator Included in Rental.** Operator shall furnish without cost to User during Event show hours, initial seating and other setup for banquet and meeting rooms, normal air conditioning or heat, overhead lighting, restroom facilities and janitorial services (consisting of one daily cleaning of common public areas but not including aisle or exhibit booth cleaning), and building security as provided in Section D5a, all in accordance with the Center's Facilities Guide.
4. **Services Not Included in Rental.** All services, personnel, and equipment in connection with the Event not provided by Operator under paragraph D3 shall be provided at User's cost (i) by Operator, as required by Section D7 or at User's option, (ii) by outside contractors selected by User and approved by Operator, or (iii) by User with approval of Operator. Payment of such costs shall be made either (i) directly to the approved third-party provider or (ii) to Operator for services personnel and equipment provided under Section B3 of this Agreement, as the case may be. Such services, personnel, and equipment include but are not limited to:

- a. Move-in and move-out;
- b. Seating arrangements other than standard seating;
- c. Stage and stage lighting set-up and operation;
- d. Sound set-up and operation (other than normal house public address system);
- e. Decorations;
- f. Equipment;
- g. Guest services, such as event security, crowd, and traffic personnel;
- h. Nursing/medical personnel;
- i. Event security (See Section D5b)
- j. Utilities and telecommunications (See Section D7a);
- k. Food and beverage (through Operator's contracted food and beverage provider) (See Section D7b);
- l. Exhibit aisle and booth cleaning services;
- m. Bulk trash removal;
- n. Box offices services (See Section D7c);
- o. Any required permits.

5. Security.

- a. Building Security: Operator shall provide for fire watch and building security for common areas during the Event, including move-in and move-out.
- b. Event Security: User shall at its cost provide security personnel in such a number and of such a nature as shall be sufficient to adequately secure the Licensed Premises at all times during the Event, including move-in and move-out, as shall be approved in advance in writing by Operator. Any such additional personnel may be provided, at User's option, by Operator or by licensed outside contractors selected by User and approved by Operator. The cost of personnel provided by Operator shall be in accordance with the rates in Operator's then-current services cost schedule or otherwise agreed in writing by authorized representatives of Operator and User. Operator shall reserve the right to approve the final security plan for the Event, and to determine the number of security personnel required for the Event.

6. Conformance with Policies and Procedures. User agrees that all services and use of equipment in connection with the Event shall be performed in conformance with the policies and procedures of the Center as set forth in the Center's Facilities Guide.

7. Services Exclusively by Operator. User acknowledges that it must use services, personnel, and equipment provided by the Operator for the following functions, and Operator reserves the exclusive right to provide such services, personnel, and equipment in accordance with Section B3:

- a. Utilities and Telecommunications: Contracts for installation of utilities such as electricity, gas, and plumbing and for all telecommunications in connection with the Event shall be made by Operator, except as otherwise agreed in writing by Operator and User. All such connections and related work, including any related costs incurred by Operator, will be at the expense of User. Any electrical hookups from available power will be charged to User in accordance with the rates in Operator's then-current services cost schedule.
- b. Food & Beverage Services: Operator shall have the exclusive right to provide food and beverage services in connection with the Event, acting through its contracted food and beverage provider, as further detailed and agreed to in a written agreement between User and Operator's contracted food and beverage provider as set forth as an Addendum attached hereto. Operator reserves the right to sell food and beverages at locations at the Center, including the Exhibit Hall, acting through its contracted food and beverage provider.
- c. Box Office. Operator at all times reserves the authority, power and right to control the box office for only those events that are open to the public and subject to an admission charge, including but not limited to ticket personnel and ticket sales revenue.

- d. Dock Staff. Operator will provide all loading dock staff in connection with the Event, in such number as determined by the Operator to be necessary to adequately staff the loading and unloading operations in connection with the Event.
 - e. Rigging. Operator will conduct all rigging in connection with the Event.
8. Additional Services. In the event that Operator adds one or more exclusive services after the date of execution of this Agreement, Operator will provide to User reasonable notice thereof and an opportunity to accept or reject the new service.
 9. Free Samples. No free samples of food, beverage, or any product normally provided by the Operator may be given away or otherwise distributed without prior written permission of Operator.

E. CONDITIONS, STANDARDS, AND LIMITATIONS OF USE

1. Standards for Use.
 - a. In all activities conducted at the Center in connection with the Event, User will comply with (i) all laws, ordinances and regulations, including fire and safety rules, adopted or established by federal, state, or local governmental agencies or bodies and (ii) all rules and regulations applicable to the Center, including the Center's Facilities Guide, as may be adopted by Operator from time to time, and no activity in violation of such laws, rules, or regulations shall be permitted. (To the extent of any conflict between the terms of this Agreement and the Operator's Facilities Guide, the terms of this Agreement shall control.)
 - b. User shall not use the Center, or permit any person to use the Center (i) in violation of the foregoing standards; (ii) in any manner that could void the insurance or increase the rate of insurance on the facility (e.g., use of hazardous materials in or around the Center), or (iii) in any manner that causes the Center or any equipment contained therein to be damaged, reasonable wear and tear excepted, or to be altered in any way (including use of any nails, hooks, tacks, or screws).
2. Capacity. User will not permit to be sold or distributed tickets or passes in excess of the capacity of the Premises as determined by Operator. Operator shall have the right to exclude from sale or distribution sufficient capacity as Operator deems necessary to facilitate substantial seating for any problems or unsatisfactory seating. In all cases, Operator will determine when capacity is reached and take necessary action to prevent the use from exceeding authorized limits.
3. Manner of Conduct. User shall conduct all activities in connection with the Event in a dignified and orderly manner with full regard for public safety. No lewd or indecent actions, conduct, language, pictures, or portrayals, as determined in accordance with applicable prevailing standards in the community, shall be included in any activities in connection with the Event. If Operator determines that any performance, exhibition, or entertainment to be offered in connection with the Event in accordance may violate such standards, Operator shall provide notice of such determination to the County Administrator or his designee. Upon receipt of such notice, the County Administrator or his designee will timely make a determination as to whether such performance, exhibition, or entertainment violates such standards, and timely communication that determination to Operator. If such determination is in the affirmative, then the County Administrator or his designee will take all necessary actions to prevent or terminate the offending performance, exhibition, or entertainment. If it is not possible for Operator to so inform and obtain the action of the County Administrator or his designee, Operator shall make such determination, and take such action as may be necessary to prevent any performance, exhibition, or entertainment that violates such standards.
4. Objection by Operator. User agrees that it will not allow any employee, agent, subcontractor, exhibitor, User, invitee, or patron at, in or about the Center who shall, upon reasonable, non-discriminatory grounds, be objected to by Operator and such person's right to use the Center may be revoked immediately by Operator. Operator reserves the right in its discretion to eject or cause to be ejected from the Center any objectionable person or persons, and neither Operator nor any of its directors, officers, agents, or employees shall be liable to User for any damages that may be sustained by User as a result thereof.

5. Civil Rights. User and Operator agree not to discriminate against any person because of race, religion, color, national origin, sex, age, handicap, disability, sexual orientation, or marital status, with respect to admission, services, or other privileges offered to or enjoyed by the general public with respect to the Event.
6. Ingress and Egress. All articles, exhibits, displays, supplies, and other materials shall be brought into or out of the Center only at such entrances and during such hours as designated by Operator.
7. Posting. User will not post, or allow to be posted, any signs, cards, or posters except upon such display areas as Operator may provide. Any permitted use of such area is a non-exclusive right of use, and all such material is subject to approval by Operator, which approval shall not be unreasonably withheld.
8. Enforcement. User shall be responsible for assuring and enforcing the application of each of the foregoing standards to all of User's employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, and guests. In permitting use of the Premises, Operator reserves and retains the right to enforce all rules regarding the management and operation of the Center. Duly authorized agents or employees of Operator may enter upon the premises at any time and on any occasion without interference from User. The Center, including the Premises and all other common areas, including the parking lots and grounds, shall at all times be under the charge and control of Operator.
9. Taxes and License Fees; Collection of Sales Tax. User agrees to pay promptly all taxes, excise or license fees in connection with the Event as User may be required to pay by federal, state, or local laws and ordinances. User also agrees to advise all exhibitors offering goods for sale in connection with the Event that applicable sales tax must be collected and paid over to the Florida Department of Revenue, designating the sales as having been made in the City of West Palm Beach, Florida.
10. Intellectual Property; Licenses and Permits. User shall bear all costs arising from the use of patented, trademarked, franchised, or copyrighted music materials, devices, process, or dramatic presentation used in connection with the Event. User, at its sole cost, shall secure prior to commencement of the term hereof, (a) all licenses and permits that may be required by or in connection with the use of the Licensed Premises for the event and (B) all licenses required by any performing arts societies, such as ASCAP, BMI and /or SESAC, for music or other works to be utilized, played, performed or displayed in connection with the event. Such licenses shall be presented to Licensor no less than ten (10) days prior to commencement of the event.
11. Advertising. User agrees that all advertising of the Event will be accurate and truthful, and will include accurate information of event times and ticket prices. The parties acknowledge that dedicated, full-time advertising space in the public areas of the Center is not included in the license granted by this Agreement, except for Marquee notices and other signage as approved by Operator in accordance with standards of the industry, and as may otherwise be agreed to in writing by the Parties in an Advertising Rider to this Agreement. Title sponsorship and presenter sponsorship, and any other advertising conducted in connection with the Event will be permitted in accordance with standards of the industry upon written notice to Operator and a determination by operator that such sponsorship or advertising is not in conflict with any contractual obligations of Operator and will be conducted in accordance with the Center's Facilities Guide. No sponsorship or advertising activities may be conducted on Center premises by User or its agents, licensees, or invitees, except as provided in this paragraph.
12. Agreement to Quit Premises. User agrees to vacate the Center premises no later than the time provided in Exhibit A.
13. Removal of Property. User agrees to remove from the Center premises all property of User and its employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, and guests at or before the time provided in Exhibit A. Operator shall be authorized, after reasonable notice to the County Administrator or his designee, to remove at the expense of User any such property remaining on the Center premises at or after such time. User shall be responsible for payment of actual and reasonable storage costs for material removed or stored under this provision.

14. Return of Premises. User agrees to leave the Premises in the same condition with ordinary wear and use thereof excepted. At the conclusion of the Event, Operator will conduct a post-use inspection with the User in attendance, to ascertain damage, if any, to the Center resulting from the use of the Premises pursuant to this Agreement. Operator will notify User within a reasonable time of the extent of any damage and the cost to repair.
15. Payment for Damages to Premises. To the extent permitted by law, User agrees to pay the costs of repair or replacement for any and all damages whatsoever, reasonable wear and tear excepted, to the Center premises or equipment on the Center premises arising out of the use of the Premises by User's employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, and guests, to the extent User is responsible at law. In such event, Operator shall provide a detailed accounting and settlement when such repairs or restoration are completed and submit to User for agreement.
16. Other Events. User acknowledges that other events may be scheduled for other spaces within the Center not covered by this Agreement. User acknowledges that the public parking areas of the Center are not exclusive for the Event.
17. Announcements. Operator reserves the right to make announcements at appropriate times regarding future attractions and location of concessions, and to make any other announcements as Operator may deem necessary at any time in the interest of public safety, and User agrees to cooperate with Operator in making such announcements.
18. Lost Articles. Operator shall have the sole right to collect and retain for the rightful owner any articles lost or left on the Center premises by persons attending any events, and User shall cooperate with Operator in, and not interfere with, the collection, custody, or care of such articles. Such articles shall be collected, kept, and cared for, and if unclaimed disposed of, by Operator in accordance with the Center's Facilities Guide.
19. Americans With Disabilities Act.
 - a. The parties agree that disabled persons attending the Event shall have the opportunity to participate in the goods, services, privileges, advantages and accommodations provided by the Operator and User in accordance with their respective obligations under the Americans with Disabilities Act (the "ADA").
 - b. The Operator agrees to comply with the ADA in the performance of its obligations under this Agreement. The parties acknowledge and agree that it is the Operator's responsibility to comply with the ADA as to physical accessibility as required by this Agreement. The Operator will indemnify and hold User harmless from any claims under the ADA arising out of any provision of this Agreement that is the responsibility of the Operator.
 - c. The parties further acknowledge and agree that User is and shall be solely responsible, to the extent of its obligations under the ADA, for providing any auxiliary aids or services needed by attendees in order for those attendees to effectively participate in activities conducted by User under this Agreement.

F. UNAVAILABILITY, INTERRUPTION, CANCELLATION

1. Impossibility of Performance. In the event that any unforeseen occurrence beyond the control of the parties, including but not limited to fire, casualty, failure of utility service, labor strike, windstorm, flood, earthquake, explosion, riot, sabotage, act of war or terrorism, or the requisition of the Premises by a federal, state, or local governmental unit or agency, shall render impossible the substantial performance of any material provision of this Agreement by Operator or User, then and thereupon this Agreement shall terminate. Neither party shall have any claim against the other or its directors, officers, employees, or agents, for damages, compensation, or otherwise, by reason of such termination.
2. Interruption for Public Safety. Operator reserves the right to cause the interruption of any performance or event in the interest of public safety. Should it become necessary in the judgment of Operator to evacuate

the Premises for any reason, the term shall be extended for sufficient time to complete the Event without additional rental charge, provided that such extension does not interfere with the next following use of the Center.

3. Cancellation by User or Operator.

- a. Should User cancel the Event covered under this Agreement for any reason other than as provided in paragraph F-1 above, or should Operator terminate this Agreement pursuant to paragraph H-2 below, User agrees to pay Operator the following amounts, together with any services, personnel, and equipment fees reasonably incurred in respect of the Event through the date of notice of such Cancellation, as liquidated damages and not as a penalty and the parties agree that such amounts constitute reasonable provision for liquidated damages:
- i. If User cancels more than twenty-four (24) months before the date of the first day of the Event, User will pay to Operator twenty-five percent (25%) of the total license fee payable as provided in Exhibit A hereto, and Operator will retain any deposits received from User and credit the amount of such deposits against the amount of license fee due.
 - ii. If User cancels more than eighteen (18) months but not more than twenty-four (24) months before the date of the first day of the Event, User will pay to Operator one-half of the total license fee payable as provided in Exhibit A hereto, and Operator will retain any deposits received from User and credit the amount of such deposits against the amount of license fee due.
 - iii. If User cancels eighteen (18) months or less before the date of the first day of the Event, User will pay to Operator the entire license fee payable as provided in Exhibit A hereto, and Operator will retain any deposits received from User and credit the amount of such deposits against the amount of such license fee.

Operator shall make best efforts to resell the cancelled space, and shall refund to User all or a portion of the liquidated damages amount paid by User to the extent offset by the new license fee received from the re-licensing of the cancelled space. No such payments will be made until after the event for which the space is re-licensed has taken place. Switching of space and/or dates by an existing contracted event into the cancelled space and/or dates shall not constitute a reselling of space or entitle User to a refund.

- b. In the event of a valid termination by User under paragraph H-2, Operator shall refund all deposits made by User, as liquidated damages and not as a penalty and the parties agree that such amounts constitute reasonable provision for liquidated damages, and User shall not be liable for payment under Section C of this Agreement.
- c. The liquidated damages provided for in paragraphs a and b of this Section F4 shall be the exclusive remedy of the parties in the event of such cancellation, and neither party shall be liable to the other for any other damages, whether direct, indirect, or consequential.

G. INSURANCE AND LIABILITY

1. Insurance. User acknowledges that it is self-insured.
2. Acknowledgement of Liability. User acknowledges that it has liability for its own negligent acts or omissions. This acknowledgement is in no way intended to be a waiver of sovereign immunity pursuant to Florida Statute 768.28.

H. ENFORCEMENT OF AGREEMENT

1. Retention of Privileges. The waiver or failure of a party to insist upon strict and prompt performance by User of the covenants and agreements hereunder or any of them, and the acceptance of such performance

thereafter, shall not constitute or be construed as a waiver or relinquishment of such party's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of User.

- 2. Termination for Material Default. Should a party default in the performance of any material term or condition of this Agreement, and, after notice thereof from the other party, fail to cure such default within thirty (30) days or such shorter time established in such notice as is reasonable under the circumstances, then such other party, at its option, may immediately terminate this Agreement by written notice to the defaulting party.
- 3. Liability for Fees Paid. In the event of a termination by Operator under paragraph H-2, User shall be liable for payments as provided in paragraph F-3.
- 4. Termination by County In the event that County terminates the Convention Center Management Agreement with Operator for any reason not the fault of Operator, Operator shall not be responsible or liable to User for any delay, inconvenience or damages of whatever nature suffered by User under this Agreement on account of such termination.

I. GENERAL PROVISIONS

- 1. Contract Administrator. Operator hereby appoints Contract Administrator to act as contract administrator with respect to this Agreement. In such capacity, Contract Administrator shall have full authority to act on behalf of Operator as operator's authorized agent with respect hereto.
- 2. Notices. All notices required or permitted to be given to any party pursuant to this Agreement shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid courier services. All such notices shall be deemed to have been provided when delivered, if personally or refused by those individuals or entities designated below. The designation of the individuals to be so notified and the addresses of such individuals or entities for the purpose of notice may be changed from time to time by written notice to the other party, in a manner provided herein for giving notice. Unless and until such written notice is received, the last name and address stated herein shall be deemed to continue in effect for all purposes hereunder. Any notices required or permitted to be given under this Agreement shall be made to the parties as follows:

As to Operator:

Discover Palm Beach County, Inc., dba
Palm Beach County Convention & Visitors Bureau
1555 Palm Beach Lakes Blvd., Suite 800
West Palm Beach, FL 33401
Attention: President

As to User:

Palm Beach County Board of County Commissioners
d/b/a [User Department]
[ADDRESS]

- 3. Non-Assignment. User may not assign, transfer, or sublet this Agreement or its right, title or interest therein without Operator's prior written approval, such approval not to be unreasonably withheld.
- 4. Application of Agreement. All terms and conditions of this Agreement shall be binding upon the parties hereto and their successors in interest and permitted assigns.
- 5. Complete Agreement. This Agreement constitutes the complete agreement between the Parties as to its subject matter relating to the Event identified in Section B2, and supercedes any prior written or oral agreements or understandings between the Parties with respect to the same. No provision of this Agreement may be amended, added, or waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents of the parties hereto.

6. Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.
7. Severability. In the event that any provision of this Agreement or the application thereto to any person or circumstance shall be inapplicable, invalid, illegal, or unenforceable in any respect, the remainder of this Agreement and application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.
8. Governing Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit, or proceeding in connection with this Agreement shall lie in a State court of competent jurisdiction located in Palm Beach County, Florida.
9. Approval of Agreement. This Agreement is not binding upon Operator until executed on behalf of Operator, and will be effective as of the date that it is executed on behalf of Operator.
9. Authority to Contract. Each party warrants and represents that its signatory is duly authorized to execute this Agreement as the binding act of the party, and agrees to be bound hereby.
10. No Rights Beyond Agreement. Nothing in this Agreement or the implementation hereof shall be construed as implying, providing or creating a right of User for use or contract for use of the Center or any part of the Center, beyond such rights, including space, dates, and rates, as are specifically provided in this Agreement, including any Riders or amendments hereto.
11. Representative and Contract Monitor.
 - a. The User's representative and contract monitor during the performance of this Agreement shall be [USER DEPARTMENT CONTACT].
 - b. The Operator's representative and contract monitor during the performance of this Agreement shall be the Resident Manager of the Center.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective on the date of such execution by the Operator:

OPERATOR:

Discover Palm Beach County, Inc., dba
Palm Beach County Convention
& Visitors Bureau

By: _____

Name: _____

Title: Operator General Manager

USER:

Palm Beach County

By: _____

Audrey Wolf,
Director, Dept. of Facilities Dev. & Ops.

Witness:

_____ [Seal]

Date: _____

Attest:

By: _____

Larry Schaner, Fiscal Manager

Reviewed as to terms and conditions:

Reviewed as to form and
legal sufficiency:

Nancy J. Dolan,
Business & Community Agreements Manager

Assistant County Attorney

EXHIBIT A

USER FEES

Event:

Date	Start Time	End Time	Function	Room	Room Rental

*A food and beverage minimum of \$ _____ must be met in order to waive room rental fees of \$ _____. Should this minimum not be met, room rental fees will apply. This food and beverage minimum does not include sales tax and service charge.

1/ If tax-exempt, provide Florida tax-exempt number: 85-8012622286C-B and attach certificate of tax-exempt status.

EXHIBIT B

FOOD AND BEVERAGE FEES

EXHIBIT C

SERVICES, PERSONNEL, AND EQUIPMENT FEES