

**AGREEMENT FOR USE OF
THE ORLANDO CITRUS BOWL AT ORLANDO VENUES
BETWEEN
THE CITY OF ORLANDO
AND
ORLANDO SPORTS FOUNDATION, INC.**

THIS USE AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____ 2015 by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation (the "City"), and **ORLANDO SPORTS FOUNDATION, INC.** a Florida not-for-profit corporation (the "Foundation").

BACKGROUND. The City owns the Orlando Citrus Bowl (the "Stadium") which is operated by its Orlando Venues Department ("Orlando Venues"). The day to day operations of the Stadium are controlled by the Orlando Venues Executive Director (the "Director"). The Foundation is the owner/operator of an annual National Collegiate Athletic Association (NCAA) Division I-FBS football bowl game, currently known as the Cure Bowl, that shall be played annually at the Stadium. The Foundation's purpose is to raise money for breast cancer research through the proceeds from the Cure Bowl.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter specified, the parties hereto agree as follows:

1. Term. The term of this Agreement (the "Initial Term") shall be for five (5) bowl games played on Game Day (as hereinafter defined) during a period commencing on December 19, 2015 and terminating on December 21, 2019. The parties agree to negotiate in good faith during the period January 5-18, 2018 to extend this Agreement for up to two one year extension options (unless terminated earlier in accordance with the terms hereof) (the Initial Term plus any such option year(s), the "Term"). The Orlando Venues Executive Director (the "City's Director" or "Venues Director" or "Director") is authorized on behalf of the City to exercise the option year(s) upon the same terms and conditions set forth herein. The Executive Director of the Foundation is authorized on behalf of the Foundation to exercise the option year(s).

(a) Right to Use. City agrees to furnish to the Foundation the Orlando Citrus Bowl Stadium to Foundation (the "Premises"), and hereby grants to Foundation the right and license to use the Premises for the term as herein provided, in accordance with the terms and conditions set forth herein. The Premises' legal boundaries shall be defined as extending to Rio Grande Avenue on the east; Church Street on the north; Tampa Avenue on the west; and Long Street on the south. When Church Street is closed, the boundary is extended to the north curb of Church Street.

2. Game Day Use Fee.

(a) The Foundation agrees to pay to the City a Game Day Use Fee for use of the Orlando Citrus Bowl. The Game Day Use Fee for 2015, 2016 and 2017 shall be \$25,000 per

event. For years 2018 and 2019, the Game Day Use Fee per event is the greater of \$25,000 versus \$1.75 times the recorded scanned attendance count of those attending the game.

(b) There will be no use fee charged for move-in days immediately prior to the game with respect to such days and times needed for Stadium set up as shall be mutually agreed by the parties as soon as practicable prior to each Game Day.

(c) "Game Day" shall mean the day in which the bowl game is played which shall be every third Saturday in December as follows: December 19, 2015; December 17, 2016; December 16, 2017; December 15, 2018; December 21, 2019. The Foundation's period for the exclusive use of the Premises for each Game Day shall begin at 12:01am (or if another Stadium tenant event occurs the prior day, no later than 9:00am) prior to the scheduled starting time of each game and ending at a reasonable time after the expiration of the game, including any overtime period or periods, and post-game activities, but in no instance later than 12:01 am of the day following Game Day without the prior consent of the Director.

(d) In addition to the Game Day Use Fee, Foundation shall pay Orlando Venues for all game related staffing, game expenses and any equipment which is needed to be rented for the game and the costs for such services for the year 2015 is set forth in Exhibit 2(d) and such costs for future years shall be set forth annually as set forth in Section 3 below and shall in no event exceed the Standard Orlando Venues Rates (as hereinafter defined).

(e) The Game Day Use Fee and any applicable equipment, labor or services charges are subject to tax as provided by law.

(f) The Foundation and the City shall use commercially reasonable efforts to mutually agree upon and settle with signature after each Game Day (within fourteen (14) business days not to include City holidays) all use fees, ticket sales, and other charges. If use fees and other charges exceed ticket sales of the Orlando Venues box office, then the Foundation shall remit the difference to the City within three (3) business days, not to include City holidays, of receipt of the settlement statement. If the Orlando Venues box office ticket sales exceed the Game Day Use Fee and other charges, then the City shall remit the difference to the Foundation within three (3) business days, not to include City holidays, of receipt of the signed settlement statement. If the Parties dispute the amount of the settlement, all undisputed amounts shall be paid within the time frames of this paragraph and shall not be withheld. The City's Director or designee and Foundation's authorized representative ("Approved Individual") shall meet within ten days (10) business days, not to include City holidays, after each settlement to make a good faith effort to resolve any disputed items. Payment by the City to the Foundation of the concession split monies as calculated in paragraph 9(c) hereof shall be due net of any money owed by the Foundation to the City.

(g) All Game Day Use Fees and expenses payments owing to the City shall be made payable to the "City of Orlando", and delivered to the Business Department, Orlando Venues, 400 W. Church St., Suite 200, Orlando, FL 32801. All payments due and owing to the Foundation shall be made payable and delivered to Orlando Sports Foundation, Inc., and

delivered to 36 West Pine Street, Orlando, FL 32801 or by such wire transfer instructions provided to City by Foundation at the time of settlement.

(h) The Foundation shall have the option to pay any settlement amounts due by credit card, but shall pay credit fees associated with the exercise of that option.

(i) All sums due and owing to either Party under this Agreement shall bear interest at the rate of eighteen percent (18%) per annum computed on a daily basis from date due until the date of payment.

(j) The City may suspend use of the Premises if the Foundation fails to make a required payment. Prior to such suspension, the City will provided the Foundation written notice (delivered by hand, email or facsimile) of the failure of payment and an opportunity to cure by paying within five (5) business days. If City receives the required payment at or before 5:00pm of the final day of the cure period, City shall not suspend use of the Premises. In the event of suspension, upon payment of the required amount after such suspension, the Foundation's use of the Premises shall be reinstated prior to the next scheduled Game Day after the one for which the use of the Stadium was suspended. If the City suspends the use of the Premises, the Foundation will not have the opportunity to reschedule any missed games caused by the suspension.

(k) During Game Days, the Foundation shall be entitled to conduct promotional events on the Premises immediately prior to, immediately following or during the course of game, such as preliminary hospitality events, kids' areas, half-time shows, post-game parties and concerts with permission of the Director at no additional charge or use fee to the Foundation, if the Foundation's insurance coverage will include such use. The Foundation shall notify the Director of any additional staffing needs with at least seventy-two (72) hours advance notice and the Foundation shall pay for any requested additional staffing at the Standard Orlando Venues Rates (as hereinafter defined).

3. Stadium Facilities. The City shall be responsible for providing and maintaining in a timely manner at its cost (other than those specific costs that the Foundation has agreed to pay as specifically set forth in this Agreement) the Premises in presentable condition for the conducting of the Cure Bowl based upon NCAA's current requirements and, further, represents and warrants to the Foundation that the Premises is in compliance with all applicable laws and regulations of the United States (including the Americans with Disabilities Act), the State of Florida, and the City of Orlando. If the Foundation imposes additional requirements, the cost to implement those requirements shall be the responsibility of the Foundation.

The City shall provide for use by the Foundation included within the base Game Day Use Fee, as is referred to in paragraph 2 above, locker/dressing rooms for the Foundation, rooms for the teams, press box for hospitality/media use, and rooms for use by Foundation personnel, and game officials, and, unless otherwise contractually obligated, any other public and non-public areas of the Premises customarily provided to similar tenants for use in the presentation of their events. Other than this foregoing list, the City retains the right to exclude non-public areas of the Premises from use. Additionally, Tinker Field, McCracken Field, Festival Field (Lot 7) are all

excluded from use but are available at the posted use rates prior to each Game Day, and posted parking rates on each Game Day. All suites, unless otherwise contractually obligated and suite use by the Foundation as set forth in Section 8 hereinbelow, are excluded from use, unless the Foundation obtains separate written consent from Florida Citrus Sports for suite use. As available, the City shall make, without additional cost to the Foundation, space in the Orlando Citrus Bowl for working members of the press, radio, broadcast television, cable television and all other forms of media covering the Game Day with radio, broadcast television, cable television and phone outlets, and reasonable Stadium facilities for radio and television purposes, including an interview room area for interviews of athletes, officials and others. The City shall annually establish a schedule of standard Orlando Venues rates for certain City provided labor, services, and equipment that are described in this Agreement as not being included in the Game Day Use Fee and shall provide such schedule to the Foundation before the start of each season, which rates shall be the same as those rates charged Stadium multi-year tenants (the "Standard Orlando Venues Rates").

(a) The City will provide all regular football field markings on the Orlando Citrus Bowl field. Foundation agrees to pay for all logos and other decorative field painting and any changeovers that would require new football field markings.

(b) The City, if required, shall provide all staffing including, ticket takers, ticket sellers, door guards, security, police officers, maintenance staff, first aid personnel for the public (but not for the players), guest relations personnel, traffic control personnel, and supervisors of such personnel, clean-up during and post event and available equipment for each date that the Premises is scheduled for use by the Foundation for its Game Days covered by this Agreement. All these and any other event costs shall be game expenses to the Foundation.

(c) Actual event staffing shall be based on the attendance projections supplied by the Foundation and prior Game Day average attendance and shall be based on the Director's reasonable determination of staffing necessary to ensure safe and proper presentation of the event, including, but not limited to, reasonable flow of people entering and exiting the stadium and reasonable service time for concession sales. The Foundation shall notify City of any projected special needs and those requests shall be submitted to the Director at least seventy-two (72) hours before each Game Day. Such submission does not guarantee the City's ability to provide those services or staffing.

4. City and Foundation Responsibilities.

(a) Included within the Game Day Use Fee, the City will provide customary lighting, heating, air conditioning, electricity, and water for all Game Days. The Foundation will pay for any special or non-event lighting, electrical, or other utility needs according to the Standard Orlando Venues Rates. It is specifically understood that in the event the City is unable to furnish any of such special or non-event utilities requested by the Foundation resulting from the circumstances beyond the control of the City, then such failure shall not be considered a breach of this Agreement.

(b) The Foundation shall be responsible for providing the team, personnel assisting the team (coaches, trainers, water boys/girls), marketing and entertainment, scorers and game officials, public address announcer, half-time hosts, marketing staff, novelty staff, music mixer, statisticians/scorekeepers, and play-by-play typist, and for all technical personnel for all Foundation Game Days. The Foundation reserves the right to approve any other personnel at the scorer's table (which the City may employ, but the Foundation shall be responsible for its expense), which approval shall not be unreasonably withheld.

(c) The Foundation will be responsible for any guarantee or other payments to the visiting teams.

5. Miscellaneous Expense Items.

(a) City shall provide the public address system, video board system, and video/broadcast production room. There shall be no additional charge per game for use of the video boards and ribbon boards. Any labor associated with their use shall be only performed by a Director-approved provider, and labor charges associated with such use will be the responsibility of the Foundation.

(b) City shall provide any available in house technical equipment at no additional expense to the Foundation.

(c) Foundation shall pay the actual cost of rental of any equipment which the City must rent for the benefit of the Foundation.

(d) Removal of Equipment. Unless otherwise agreed to by the Venues Director, the Foundation shall remove all equipment from the Stadium no later than midnight of the day following Game Day. The Foundation shall pay the City five hundred dollars (\$500.00) for each day that the equipment remains on the Orlando Venues property after the above referenced deadline.

6. Use of the Playing Surface. The Foundation's bowl teams, at the Foundation's option, may practice on the playing surface in the Stadium on Game Day at no additional charge to the Foundation except for any additional expenses due to such use.

7. Move-in and Practice Time. Unless the City has booked an event at the Orlando Citrus Bowl on the practice date more than thirty (30) days prior to such practice date, the bowl teams will each be allowed to practice on the Orlando Citrus Bowl playing field the day prior to each game. Foundation will pay for all documented actual expenses (excluding salaries) related to move-in days and practices. If available, the cost to use Thunder Field for practice shall be \$250.00 per day. On practice days, the cost of locker rooms shall be \$50.00 each per day; cleaning of the locker rooms would be at the posted rate at time of use.

8. Suites. Florida Citrus Sports controls all Suites at the Orlando Citrus Bowl. The Foundation is responsible for providing complimentary tickets to Florida Citrus Sports for the use of the annual suite holders. For clarity, as more fully set forth in Exhibit 8, Foundation shall (without additional cost to Foundation) have exclusive use during Foundation events at the

Orlando Citrus Bowl of all hospitality and event areas controlled by the City of Orlando – e.g., North Plaza Deck, Hospitality Suites, etc.

9. Concession Rights.

(a) The City shall retain all concession rights, except that the Foundation shall be allowed the right to print, sell and/or distribute programs and advertising contained therein, as well as the right to sell related novelty items and merchandise and to retain all revenues derived from the sale of such programs, advertising and merchandise. All storage of the Foundation's merchandise is the Foundation's responsibility and the Foundation shall hold City harmless from any theft or loss of merchandise/equipment at the Stadium or surrounding areas. The Foundation, shall be responsible for all costs incurred (salaries, commission, taxes, cost of goods sold, etc) relating to programs and merchandise sold by the Foundation. City must approve in writing all merchandise locations including its appearance.

(b) The Foundation shall not allow food and/or beverages, including alcoholic beverages, to be brought into the Stadium for the purpose of distribution without the Director's prior written approval. However, the City shall cooperate with the Foundation in creating ticket packages that include food and beverages as needed.

(c) The City reserves for itself or its agents, contractors or concessionaires the sole right to the sales of all foods, beverages (alcoholic and non-alcoholic), and confections for consumption on or off the Premises. The City will share with the Foundation from the net foodservice concessions revenues (as defined in the Agreement for Foodservice Management between the City and Orlando Foodservices Partners dated July 9, 2010 ("Foodservice Agreement")) received by the City for each Game Day from its concessionaire under the Foodservice Agreement for the season based upon the following calculation. All foodservice net concessions revenues received by the City for each Foundation Game Day shall be split 60% to the City and 40% to the Foundation and will be allocated to the Game Day settlement.

(d) The net concession sales shall be defined as the total sales of all concession products for cash or credit less all applicable taxes, direct operating costs, service charges and gratuities, and shall include subcontractor's commissions, but shall not include total sales of the concession products by subcontractors or the dollar amount of any complimentary or food and beverage coupons. The City shall provide to the Foundation full concession sales figures at each Game Day settlement so that the Foundation can track sales and forecast concession revenue, sales trends, and other issues related to concession income.

(e) Foundation shall not distribute sample food or beverage consumables to patrons without the permission of the Director.

10. Parking.

The City retains all revenues from parking. The City shall provide the Foundation on the Premises during each of the Foundation's Game Days the use of two hundred fifty (250) parking spaces all at no charge to the Foundation or the persons using such parking spaces. The parking spaces will be used by the Foundation's personnel, sponsors, and ticket packages and the

Foundation shall not otherwise resell the parking spaces to Stadium patrons. The City shall determine the locations of such parking spaces.

11. Signage and Advertising.

(a) Advertising Rights. All rights to advertising and signage in the Premises by the Foundation are subject and subordinate to the permanent advertising and signage rights of Florida Citrus Sports. However, at a minimum, during Foundation's Game Days, to the extent that it does not conflict with any Florida Citrus Sports Exclusive Sponsors, the Foundation shall have the advertising rights on the playing surface, on the goals, on temporary banners and signs, on airships, on special table advertising in the interior of the Stadium and on a temporary basis any place else on the Premises which does not directly replace or cover up existing permanent signage, unless approved by the Director. The content and programming of the scoreboard/video system shall be under the direction of the Foundation at its own expense, provided however, Florida Citrus Sports retains one-third of the allocation of the video displays, including LED systems. The Foundation shall retain all rights to radio, video, Internet, and any broadcast form of its Game Days. The Foundation shall also retain all rights to programs, newsletters and any other printed media it uses in conjunction with the marketing of the Foundation or its games. The labor and expenses related to the sales, fabrication and installation of Foundation advertising is the responsibility of the Foundation. All Foundation advertising must have prior written approval by the Director. All revenues derived from such sales described in this paragraph shall belong to the Foundation. The Foundation shall use exclusively the Stadium's name in all correspondence, communications, advertising and promotion that Foundation may undertake with respect its event, including in all press releases and other communication and media.

(b) Advertising Rates and Revenue. The Foundation shall have the right to negotiate and determine advertising rates to be paid for advertising within the areas which the Foundation is entitled to place advertising upon and to receive all of the revenues from the sale of such advertising. The Foundation shall pay all costs incurred in connection with those sales.

(c) Operation. The Foundation shall be responsible for the costs of any graphic design specialist and/or programmer or other person(s) who programs entertainment for display on the display equipment at Standard Orlando Venues Rates, who shall be under the direction of Foundation personnel. The City shall, at no expense to the Foundation, supply existing electric power as may be required for the operation of the display equipment.

(d) The Foundation's Right to Photograph and Display. The Foundation shall have the right to photograph, videotape, or otherwise record the operation of the Display Equipment at any time Foundation specified signs or messages, or any signs or messages supplied by the Foundation to advertisers, are displayed. The Foundation may use photographs, tapes or recordings of advertising displays or otherwise for the purpose of marketing its products.

(e) Approval of Advertisers and Advertising Copy. The City retains the right to timely disapprove any advertisers and the advertising copy with specific reasonable concerns regarding illegality, moral turpitude, or material potential damage to City revenues or the City's reputation.

12. Media Transmissions.

(a) The parties agree that the copyright to all Media Transmissions referenced under this Paragraph shall rest solely with the Foundation and/or its designee(s) or assignee(s). The Foundation may freely share in or assign copyrights to these transmissions at its sole discretion.

(b) It is understood by the City that the Foundation must comply with any applicable federal "Anti-Blackout Rule" and all other rules of Congress, the Federal Communications Commission and the NCAA with respect to Media Transmissions of its games.

13. Ticket Administration.

(a) The Orlando Venues Box Office will be the primary box office for individual ticket sales for the Foundation's games and all tickets sold will follow the terms and conditions of the Orlando Venues agreement with the contracted supplier of ticketing services. All money received from the sales of tickets for the Foundation's events by the Orlando Venues box office shall at all times be under the charge and control of the Director or designee and shall remain so until completion of each game and until the full and satisfactory settlement for the Event Game Day Use Fee and any charges incurred in connection with each game have been settled. The Foundation will pay the current credit card fees from sales of tickets at the Orlando Venues Box Office. There currently is a \$2.00 service fee for any tickets sold at the Orlando Venues Box Office, excluding complimentary tickets, which fee shall be assessed solely on individual tickets sold at the Orlando Venues Box Office and charged to purchasing customer.

(b) The Foundation will have sole and exclusive responsibility for and assume all costs for the control of, the accounting of, and the administration of sales of group, promotional, complimentary, and Game Day package sale tickets for the Foundation's use of the Premises. The Foundation shall have the right to establish any and all prices for all tickets regardless if sold by the Foundation or the Orlando Venues box office. All tickets must be appropriately barcoded.

(c) The City shall provide box office personnel on the Foundation's Game Days at Foundation's expense according to posted rates. The City shall provide to Foundation an accounting for all tickets sold by the City as soon as reasonably practical prior to settlement. The City shall have no obligation to the Foundation for the collectability of payment accepted in forms other than cash.

(d) Ticketing Agreement. The Foundation will utilize the services of the City's ticketing vendor, currently Ticketmaster, for Game Day computerized ticket sales under the identical rates and terms of the City's existing and subsequent agreements with Ticketmaster or its successor.

(e) Box Office Reporting. The City shall provide a statement detailing all standard and reasonably requested ticket data from each Game Day, including but not limited to ticket usage by code, ticket usage by gate and an accounting of discounted coupons by type, by an on-line path to provide the Foundation with direct access to this information using the Internet.

(f) Complimentary Tickets. Only the Foundation shall be authorized to issue complimentary admission tickets or credentials, and it shall do so at its sole discretion. The City is to be furnished twenty-four (24) complimentary tickets of highest price which shall include twelve (12) indoor sideline club seats and twelve (12) outdoor sideline club seats; and an additional twenty-four (24) tickets at the second highest price level.

(g) Upon the City's request, but at the Foundation's sole discretion, the Foundation may also provide any number of complimentary tickets to the City to be used by the City in accordance with the Foundation's written complimentary ticket policies. The Foundation must provide complimentary suite tickets for all games to Florida Citrus Sports for use by the contracted yearly suite holders.

14. Facility/Service Charge Fees. A facility fee based on the current schedule prior to each year will be added to each ticket sold and such fees shall be retained by the City. The current facility fees for single game tickets will be charged as follows: \$0.01 through \$19.99 a facility fee of 5% of the ticket price rounded up to the nearest quarter; \$20.00 through \$99.99, a facility fee of \$2.00 per ticket sold; \$100.00 and over a facility fee of \$2.50 per ticket sold. This is in addition to the \$2.00 service charge will be added to all tickets purchased at the Orlando Venues box offices as set forth in Section 13(a) above.

15. Ticket Promotions. All ticket promotions are subject to the approval by the City, such approval not to be unreasonably withheld.

16. Scheduling Playing Dates. Florida Citrus Sports shall have priority with respect to its annual collegiate football bowl games (currently known as Russell Athletic Bowl and the Buffalo Wild Wings Citrus Bowl). In the event that the Foundation's bowl game is scheduled on a date that conflicts with Florida Citrus Sports' bowl game (including a rescheduling caused by an act of God or a FCS bowl game broadcast partner requiring a change due to the broadcast schedule), including dates required to reasonably prepare for Florida Citrus Sports' bowl games, the City will provide the Foundation a list of alternate available dates to host its event. The Available Dates List shall provide Foundation every and all dates falling within the calendar month of its bowl game that are not taken or held by another Tenant. All expenses incurred due to the rescheduling of the Foundation's bowl game will be at the Foundation's sole responsibility.

17. The Foundation's Failure To Use The Stadium On Reserved Dates; Credits; Rescheduled Games. If for any reason not specified in the Sections below, the Foundation shall fail to use the Premises on a date reserved for the Foundation and the City is unable to rent the Stadium to another user on that date, the Foundation shall pay the City \$25,000.00 for each Game Day date not used.

18. Occurrences Preventing Use of Stadium. If a labor dispute, act of God, disaster, riot, construction delay, or closure of the Stadium by other governmental authority, or any other unforeseeable happening beyond the reasonable control of the City (including, but not limited to, a force majeure event as set forth in Section 25 hereinbelow) prevents the City from providing the Stadium facilities to the Foundation on any date reserved for use by the Foundation, the City

shall not be responsible for or liable to the Foundation for damages because the Foundation shall not be able to use the Stadium. The City shall extend the Foundation a preference according to the established priority (Long Term Tenants, previously contracted events, and then the Foundation) in rescheduling any game cancelled for any of the reasons mentioned in this paragraph.

19. The Foundation's Performance Made Impossible; Duty to Play. Notwithstanding the provisions of this Agreement, the Foundation shall be excused and relieved from its obligation to pay the Game Day Use Fee and other charges if performance thereof is made impossible or prevented by any transportation failure, law, proclamation or decree of any governmental authority, casualty, or damage to the Premises which prevents the playing of any regularly scheduled game or if performance of the Foundation's obligations under this Agreement is prevented or substantially impeded by any act of God, public enemy, riot, casualty, labor dispute, disaster, construction delay, or closure of the Stadium by other governmental authority or other like cause beyond the reasonable control of the Foundation (including, but not limited to, a force majeure event (as set forth in Section 25 hereinbelow). If any Game Day is not played for any of the foregoing reasons, the Foundation shall use its best efforts to reschedule same with the cooperation of the City at the earliest date and the City shall extend the Foundation a preference according to the established priority (previously contracted events, Long Term Tenants, then the Foundation) in rescheduling any game cancelled for any of the reasons mentioned in this paragraph.

20. Terrorism/Hurricane Safety. The Foundation may, without financial or other penalty, reschedule any Game Day in which, due to a recent terrorist attack or the threat of a terrorist attack, local or otherwise, or due to an impending, occurring or recently occurred natural disaster, the Foundation reasonably believes that it would be potentially unsafe or inappropriate to conduct the playing of a sports event. In such instance, the Foundation shall endeavor to provide as much advance notice as reasonably possible to the City, and both parties shall work together as soon as is practically and reasonably possible to use their respective resources to notify the public and to select a mutually agreeable date to reschedule the postponed Game Day or other event and the City shall extend the Foundation a preference according to the established priority (Long Term Tenants, previously contracted events, then the Foundation) in rescheduling any games cancelled for any of the reasons mentioned in this paragraph.

21. The Foundation's Improvements, Additions and Alterations.

(a) Work at the Foundation's Expense. All improvements, additions and alterations made to the Stadium to convert the same to the condition desired by the Foundation for the operation of its business must be approved by the Director in writing, and at the expense of the Foundation and at no expense to the City unless otherwise specifically agreed by the parties in writing.

(b) Permanent Improvements, Additions and Alterations Become City Property. All permanent improvements, additions and alterations made to the Stadium shall become the property of the City upon the expiration or termination of this Agreement, and shall remain with the Stadium as a part thereof at that time without molestation, disturbance or injury. Trade

fixtures and equipment of the Foundation shall remain the property of the Foundation and may be removed by the Foundation upon the expiration or termination of the Agreement.

22. Damage and Destruction.

(a) Notice. The Foundation shall submit verbal or written notice to the Director regarding the circumstances of any material damage or destruction to the Stadium of which the Foundation is aware immediately after the occurrence of any such event.

(b) Suspension of Obligation to Pay Fees and Charges in Event of Nonusability of Stadium. In the event that fire or other casualty destroys or damages the Stadium so extensively as to render the Stadium unusable for football purposes, the Foundation's obligation to pay fees and charges pursuant to this Agreement shall be suspended until the Stadium is made usable for such purposes. However, in the event that only a portion of the Stadium is destroyed or damaged, but not to an extent that would prevent the playing and viewing of football and attendance by the Foundation's patrons ("Affected Game"), the fees and charges payable pursuant to the Agreement shall be equitably prorated, and the Foundation shall pay an amount that is proportionate to the portion of the Stadium that remains usable for the purpose intended, including all facilities leased under this agreement.

(c) Repair of the Stadium. In the event that the Stadium or any portion thereof shall be materially damaged or destroyed, whether due to fire or other casualty or to construction defects or any other reason, to such degree that the Foundation is unable to continue to play its football game in the Stadium, the Foundation shall have the option to either (1) terminate this Agreement after ten (10) days prior written notice to the City, or (2) request the City to commence repair and restoration of the Stadium in a good and workmanlike manner and proceed to complete such repairs at the City's sole cost and expense as expeditiously as possible. If the Foundation elects to have the City repair and restore the Stadium and the City does not proceed as soon as reasonably practical to complete such repair and restoration of the Stadium, the Foundation may immediately terminate this Agreement in writing without further obligation. If the City determines that it is not in the public interest to repair and restore the Stadium, the City may terminate this Agreement upon thirty (30) days prior written notice to the Foundation.

(d) Foundation Damage of Premises. The Foundation shall not damage or in any manner deface the Stadium, its fixtures or equipment and shall not cause anything to be done whereby the Stadium, its fixtures or equipment shall be in any manner defaced or damaged. The Foundation shall take such precautions as may be considered reasonable under the circumstances to prevent persons admitted to the Stadium from damaging or defacing the Stadium. In the event that during the period of the Foundation's use, the Stadium is damaged or defaced by the willful act, default or gross negligence of the Foundation, its officers, agents, contractors, servants or employees, or because the Foundation has failed to take customary precautions which are reasonable under the circumstances, the Foundation shall pay to the City such reasonable sum as is necessary to restore the damaged portion of the Stadium to its condition immediately prior to the occurrence of such damage. Notwithstanding the provisions of this sub-section, the Foundation shall have no responsibility to restore any portion of the Stadium which is damaged or defaced by reason of normal wear and tear.

23. Insurance and Indemnification.

(a) Insurance. With respect to events held during the term of this Agreement, both City and Foundation shall procure one or more policies of Commercial general liability insurance from a company or companies with the following coverage limits and other conditions:

(i) Limits. The limits of liability shall not be less than \$1,000,000 combined single limit for bodily injury or property damage claims per occurrence except as provided below as to the City.

(ii) Coverage. Coverage shall be provided for Commercial general liability for any injury, death, or damage sustained by any person, organization or corporation (including Foundation and any of its officers, employees and agents) (in connection with any act or omission upon or use of the Stadium and connected areas, and for any activity performed by the insured party under this Agreement and shall include, but need not be limited to the following types (described in insurance industry terminology):

- a. premises operation liabilities;
- b. blanket contractual liabilities
- c. broad form property damage
- d. products and/or completed operations;
- e. advertising injury;
- f. personal injury;
- g. fire legal liabilities; and
- h. employees as additional insured.

The insurance provided by Foundation shall cover all Foundation events. The insurance or self-insurance provided by the City shall cover all Stadium events, but only to the extent that the City is covered by the limited waiver of sovereign immunity consistent with Florida Statute Section 768.28. All such insurance shall be primary to any other insurance that may be valid and collectible and shall name the City of Orlando and Foundation, as applicable, as an additional insured.

(iii) Additional Insureds. Foundation, the City and Orange County (as applicable) shall be named as additional insureds in such policy(ies) or in endorsement(s) thereto in the following manner:

a. Foundation, the City and Orange County are additional insureds for all coverages provided by this policy of insurance and shall be protected by this policy for any claim, suit, injury, death, or damage sustained by any person, organization, or corporation in connection with activity upon or use of the Stadium and connected areas, as well as any activity performed by the principal insured under and in accordance with this Agreement; and

b. The coverages provided by this policy to the City or Foundation, as applicable, or any other named insured shall not be terminated, reduced, or

otherwise changed in any respect without providing at least thirty (30) calendar days prior written notice to the City, or Foundation, as applicable, in accordance with the notice provisions herein.

(iv) Evidence of Insurance. Upon request, each party shall deliver to the other party, a copy of all applicable policies required under this Agreement and of all endorsements thereto or other evidence to reasonably satisfy the other party has secured or renewed and is maintaining insurance as required by this Agreement. In the event either party fails to timely provide such evidence of insurance or self-insurance, the other party may obtain such policy at defaulting party's expense or may cancel the scheduled defaulting party's Event.

The "ACORD" form of certificate of insurance shall not be submitted as such evidence and shall not be deemed to be satisfactory evidence unless either (A) an endorsement (the "Endorsement") to the subject insurance policy (the "Policy") states "It is a condition of the Policy by this Endorsement that the Policy will not be cancelled without thirty (30) days' notice to _____ [party name] and further that the person(s) named above are not liable for the payment of any premiums or assessments on this Policy" or (B) the following changes are made on such form:

the wording at the bottom of the form, "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the below named certificates holder but failure to mail such notice shall impose no obligation of any kind upon the company."

shall be changed to read as follows:

"Should any of the above-described policies be canceled, reduced as to coverage, or otherwise changed before the expiration date thereof, the issuing company shall provide written notice of such action to the below named certificate holder/City of Orlando, or Foundation, as applicable, at least thirty (30) days prior to effective date of such change or cancellation."

(v) Adjustments of Claims. Each party shall provide for the prompt and efficient handling of all claims for bodily injury (including death), property damage or theft arising out of the activities of such party under this Agreement. Each party shall ensure that all such claims, whether processed by such party's insurer either directly or by means of an agent, will be handled by a person with a permanent office in the Orlando area.

Notwithstanding anything to the contrary herein, but subject to its other obligations under this Agreement, the City may provide all coverage for all named insureds and all additional insureds entitled to such coverage under such provisions pursuant to statutorily authorized self-insurance programs for municipal governments in Florida that meet such requirements. For the avoidance of doubt, any such self-insurance program must provide at least the type and amount of coverage

that would have been provided by third-party policies issued by a carrier meeting the requirements of this Section 23 and such program may not impose any conditions on the additional insureds or their rights not generally imposed by such third-party policies. The City represents and warrants to Foundation that it has such statutory authorization. The City's rights under this provision shall not relieve it of its obligations at all times to maintain the coverage meeting the requirements of this Section 23. At least thirty (30) days prior to each Term year if anything has changed with respect to the City's self-insurance program or its status, the City shall provide Foundation with a notice identifying all coverages it has elected to self-insure for that Term year (and the extent of such self-insurance) under this provision. Notwithstanding anything to the contrary contained herein, neither party hereunder shall be responsible for the negligence or failure to meet any responsibilities or obligations of the other party hereunder or any third party in any Stadium related matter as a result of its agreement to carry or provide insurance hereunder, and the provisions of this Section 23 shall in no way be interpreted to transfer liability to any party as a result of insurance coverage called for hereunder.

(vi) City Property Insurance. The City agrees to maintain a property insurance policy in the amount of the full replacement cost of the Stadium (the "City Property Insurance Policy"). The City, except for its deductible, agrees to waive any subrogation rights for claims made against its carrier for any claims which otherwise would be covered by the City Property Insurance Policy.

(vii) Third Party Indemnification. The City shall use its best efforts to obtain for Foundation from any other users of the Stadium and the City's primary Stadium contractors, vendors or concessionaires of the City contractual indemnities and rights as an additional insured under any contractually required insurance comparable to any indemnities and additional insured rights obtained by the City from Foundation under this Section 23. Foundation shall use its best efforts to obtain for the City from any of Foundation's primary Stadium contractors, vendors or concessionaires, or agents, contractual indemnities and rights as an additional insured under any contractually required insurance comparable to any indemnities and additional insured rights obtained by Foundation from the City under this Section 23.

(viii) Foundation Agreement to Indemnify. Foundation shall, except and to the limitations provided below, defend, protect, indemnify, hold harmless, discharge, pay and insure the City and its officers, employees and elected officials (collectively, "City Indemnitees"), from and against any and all losses, liabilities, damages, suits, claims, judgments, and expenses of any nature (including without limitation, reasonable attorneys' fees and expenses, in actions brought by third parties) (collectively, "Losses") arising from or relating to any of the following:

(a) the negligent or unlawful use or operation of the Stadium by Foundation, its employees or officers.

(b) any negligent or willful misconduct acts or omissions of Foundation, its employees or officers in connection with the Stadium use or operations; or

(c) any material breach of, or material misrepresentation in, this Agreement by Foundation.

(ix) City's Agreement to Indemnify. The City shall, except and to the limitations provided below, defend, protect, indemnify, hold harmless, discharge, pay and insure Foundation and its direct and indirect affiliates, officers, directors, members, partners, general partners, shareholders, employees (collectively, "Foundation Indemnitees"), from and against any and all losses, liabilities, damages, suits, claims, judgments and expenses of any nature (including without limitation, reasonable attorneys' fees and expenses, in actions brought by third parties)(collectively, "Losses") arising from or relating to any of the following:

(a) the negligent or unlawful operation of the Stadium by the City, its employees, officers, elected officials, concessionaires, vendors, contract parties or by any other parties claiming by, through or under the City.

(b) any negligent or willful misconduct, acts or omissions of the City, its employees, officers, elected officials, concessionaires, vendors, contract parties or any other parties claiming by, through or under the City in connection with the Stadium operations; or

(c) any material breach of, or material misrepresentation in, this Agreement by the City.

Notwithstanding anything in this Agreement to the contrary, under no circumstances shall City be liable to Foundation (or any person or entity claiming under or through Foundation) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the City related to this Agreement and are not confined to tort liability.

24. No Special, Indirect, Incidental, Consequential Exemplary, Treble or Punitive Damages. **IN NO EVENT SHALL (I) ANY PARTY NOR (II) ANY OF THEIR EMPLOYEES, AGENTS, SHAREHOLDERS, DIRECTORS, PARTNERS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, ELECTED OR APPOINTED OFFICIALS OR AFFILIATES, HAVE ANY LIABILITY OF ANY KIND TO THE OTHER PARTY FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, UNDER OR AS A RESULT OF THIS AGREEMENT, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE BY THE OTHER PARTY OR BY A THIRD PARTY. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY PROVIDED IN THE FIRST SENTENCE OF THIS SECTION ABOVE SHALL NOT APPLY TO ANY INDEMNIFICATION FOR THIRD PARTY CLAIMS.**

25. Force Majeure. If a force majeure event prohibits, prevents or delays a party from performing any of its obligations under this Agreement, then such party shall be excused from performance to the extent, but only to the extent, made necessary by the force majeure event and

only until such time as the force majeure event terminates or is removed or resolved. During such period of prevention, prohibition or delay, the parties shall at all times act diligently and in good faith to bring about the termination or removal of the force majeure event, and to remedy or mitigate the damages resulting from such event, as promptly as reasonably possible. Specifically, to the extent that a force majeure event results in significant damage to or destruction of the Stadium, or results in delays in completion of timely construction of the renovation of the Stadium, Foundation shall not be required to pay the full amount of the Game Day Use Fee or any other sums required hereunder until such time as the Stadium and facilities contemplated under this Agreement are completed or repaired to the condition contemplated to exist under the terms of this Agreement, but shall continue to pay a pro rata share of such sums if the Stadium or any portions thereof can and are used by Foundation (the pro rata share and the reduction in the amounts to be paid by the Foundation in such event shall be based upon (i) lost revenue to Foundation from events on Game Day that would otherwise be held if not for the damage, destruction or failure to complete renovation of the Stadium and (ii) the portion of the Stadium and its facilities unavailable until such time as the Stadium and facilities contemplated under this Agreement are completed or repaired to the condition contemplated to exist under the terms of this Agreement). For purposes of this Agreement, a force majeure event shall constitute a major event caused beyond the reasonable control of the parties hereto, which shall include, but not be limited to, floods, fires, accidents, strikes, extreme weather conditions, acts of terrorism or any cause, whether of the same or different nature, existing or future, foreseen or unforeseeable, which is beyond the control and without fault or negligence of Foundation and the City, as appropriate. Notwithstanding anything to the contrary set forth in this Agreement, in the event that the bowl game scheduled for any Game Day is cancelled due to a force majeure event as set forth in this Section 25 (the "Cancelled Game"), then the payment obligations of the Foundation under this Agreement shall be limited as follows:

(A) If refunds are not offered by Foundation to Game Day ticket holders, then Foundation shall pay City all sums due and owing under this Agreement.

(B) If refunds are offered by Foundation to Game Day ticket holders and if, at the end of a reasonable refund period (not more than 120 days maximum) (the "Refund Period"), the ticket revenues retained by Foundation exceed the total of the Game Day Use Fee and the City's out-of-pocket expenses related for which Foundation is liable hereunder, then Foundation shall pay City all sums due and owing under this Agreement.

(C) If refunds are offered by Foundation to Game Day ticket holders and if, at the end of the Refund Period, the ticket revenues retained by the Foundation are insufficient to pay both the Game Day Use Fee and the City's out-of-pocket expenses for which Foundation is liable hereunder, then (a) such ticket revenues will be used by Foundation first to pay such expenses and any balance shall be applied to the Game Day Use Fee and (b) the City shall waive the balance of any funds due to the City by Foundation with respect to the Cancelled Game.

26. Compliance with Law. As to the performance of the Foundation's obligations of this Agreement, the Foundation at its sole expense shall conform and comply with and shall take reasonable precautions to ensure that every Foundation employee and Foundation volunteer it admits to the Stadium abides by and complies with all applicable laws of the United States

(including provisions of Title III of the Americans with Disabilities Act within the control of the Foundation) and the State of Florida. The Foundation at its sole expense, shall conform and comply with the Charter and ordinances of the City of Orlando, rules and regulations of the Stadium, fire, health and police departments and licenses, permits and any directives issued by any authorized official thereof. In this regard:

(a) Licenses. The Foundation shall obtain all licenses, permits and authorizations required by law for the Foundation to conduct its business and conform to all applicable requirements of any authorized person acting in connection therewith. The Foundation must provide City with written proof of applicable licenses (including but not limited music licenses, pyrotechnic permits, etc.) within twenty-one (21) days prior to Foundation event. The City of Orlando does not have a music copyright license which will cover the Foundation's events and the procurement of such licenses is the responsibility of the Foundation. Failure to obtain any necessary music copyright licenses shall be a material default and breach of contract and may result in termination of this Agreement by the City. Foundation agrees to indemnify, defend and hold the City harmless from any claims or suits involving claims that the Foundation did not have applicable music copyright licenses in place for its events on City property.

(b) Taxes. The Foundation shall pay, before delinquency, all taxes, levies and assessments arising from its activities in, on, from or involving occupancy and use of the Stadium, including taxes arising out of the activity or business conducted in the Stadium; taxes levied on its property, equipment, improvements; taxes levied on the Foundation's interest in this Agreement and any leasehold interest deemed to have been created thereby; and taxes levied in any manner as a result of this Agreement of the interest created herein.

27. Books and Records; Audit.

(a) The Foundation shall permit the City to inspect and audit, upon reasonable advance notice and during regular business hours, the attendance records of the Foundation for any Game Day or Foundation event. Such records shall be retained for three (3) years.

(b) The City shall keep true, full, separate, accurate and complete accounting records and proper books relative to its business with the Foundation, including concession operations, and shall maintain all of said records for at least three (3) years. Such records shall be subject to review by the Foundation for determining the accuracy of costs, charges and fees imposed on the Foundation, as well as revenues, rebates and other accrued receipts due the Foundation by the City, or by any City contractor, sub-contractor or other such vendor. The Foundation shall have the right, during regular business hours, to examine and inspect the books and records of the City (and shall be entitled to take copies of or extracts from same) for the purpose of investigating and verifying the accuracy of any statement of costs, charges and fees imposed on the Foundation, as well as revenues, rebates and other accrued receipts due the Foundation. At its own expense, the Foundation may cause an examination of the books and records of the City to be made by the Foundation or a person or persons selected by the Foundation.

(c) Nondiscrimination. The Foundation and the City agree to, and shall comply with, all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, age, sex, sexual orientation, gender identity, marital status, or the presence of any sensory, mental or physical handicap.

(d) Fire Safety Standards. The Orlando Fire Chief or his designee shall have the authority to determine, in the reasonable exercise of his discretion, the number of persons that may be admitted to, and safely and freely move about in, the Stadium. The Foundation shall not sell or issue game tickets or credentials for admission to the Stadium in an aggregate number that exceeds the Fire Chief's determined number.

28. No Nuisances or Objectionable Activities. The Foundation shall not permit any excess or objectionable noise, odor, dust, vibration or other similar substance or condition to remain on or be emitted from the Foundation areas non-customary to the presentation of sports and entertainment Stadium events; shall not create any nuisance in or adjacent to the Suite Areas or the Stadium non-customary to the presentation of sports and entertainment Stadium events; and shall not do anything in the Suite Areas and/or the Stadium that will create an unreasonable danger to life or limb.

29. Quiet Enjoyment of Premises. The City shall not unreasonably interfere with the construct or operation of the Foundation's Game Day and incidental activities, including the selection and marketing of entertainment, contests, promotions, talent, giveaways, music, lighting, advertising, synchronization of scheduling, costuming or other variable to which, the enactment of such satisfies requirements and standards of the National Collegiate Athletic Association and all applicable local, state or federal law, or to which may be considered customary and ordinary within the presentation of professional sports events and ancillary promotions.

30. Subcontracting or Assigning. The Foundation shall not subcontract, assign or otherwise transfer to another person or entity any of its material responsibilities of this Agreement without the prior approval of the City, which approval shall not be unreasonably delayed or withheld. Except as otherwise set forth above, no assignment of, or subcontract under, this Agreement shall release or relieve the Foundation of or from any of the obligations on the Foundation's part to be kept and performed under this Agreement. Any such assignment, subcontract, sale or transfer shall be subject to the terms and provisions of this Agreement. In the event of any assignment of this Agreement, or the sale or other transfer of ownership interest in the Foundation and agreements, the Foundation shall cause to be delivered to the Director, simultaneously with any assignment, sale or transfer, an instrument, in writing executed by the assignee or transferee, by which the assignee or transferee shall assume and agree to perform all of the terms and provisions of this Agreement on the Foundation's part to be kept and performed that have not been fully performed previously.

31. Default; Remedies.

(a) The Foundation shall be in default of this Agreement:

- (1) If it fails to pay any amounts due under this Agreement.
- (2) If it breaches any material provision of this Agreement or material and repeated breach of any rules and regulations reasonably promulgated by the Orlando Venues and provided to the Foundation.
- (3) If a final determination (after all appeals) has been made that the Foundation has violated any applicable material Federal, State, or local laws or ordinances during its use of the Premises, or
- (4) If the Foundation should dissolve or cease doing business as a viable concern or become insolvent or bankrupt.
- (5) If the NCAA no longer authorizes Foundation to conduct a post-season collegiate bowl game.

(b) If such default of the Foundation under paragraphs 31(a)1-5 are not cured within thirty (30) business days of receipt of written notice from City of such default, the City may have one or more of the following remedies in its discretion; provided, however, the Foundation shall not be deemed in default under Section 31(a)(2) if such default continues for more than thirty (30) days after the City gives Foundation written notice of such failure and if the nature of such failure is such that it cannot reasonably be cured within such thirty (30) day period, then Foundation shall have up to an additional sixty (60) days to cure such failure provided that it diligently undertakes and pursues such cure and provides the City with reasonable evidence that it is diligently undertaking and pursuing such cure, but in any event, Foundation shall not have more than ninety (90) days from its receipt of the notice of default to cure such Foundation default: a) declare any past due sums immediately due and payable; b) terminate this Agreement by giving the Foundation written notice of termination which shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the City might have for past, current or future breaches. Upon termination, the relation of the Parties shall be the same as if the term had fully expired and the City may re-enter the said premises, remove all persons therefrom and resort to any legal proceeding to obtain such possession and the Foundation shall, notwithstanding re-entry, pay the full amount of the Game Day Use Fee and Event Use Fee for all Game Days and events actually held as of the date of termination; and c) pursue any other remedies and damages available to the City either at law or equity.

(c) Except as specifically provided otherwise in this Agreement, in the event the City fails to perform any of its obligations under this Agreement after written notice and ten (10) business days opportunity to cure, the Foundation may terminate this Agreement with notice and may sue for specific performance, damages, and pursue any other remedies available at law or equity.

32. Vacation of Premises; Removal of the Foundation's Property. The Foundation shall remove, at its sole expense, all furnishings, trade equipment and personal property owned or installed by the Foundation in, at, on or from the Stadium no later than midnight the day following the Game Day unless authorized in writing by the Director or his designee, taking due care to not unreasonably injure or damage the Stadium, and shall make specific restoration repairs to the Stadium related to any such specific injury or damage caused by the Foundation's

employees or contractors as shall be necessary to restore the same to the condition of its status prior to such injury or damage.

33. Notices. Any notice or communication to be given by one party to the other under this Agreement must be in writing and may be given by hand delivery, delivery by telegraphic means (i.e. email, facsimile or telecopy) with confirmation of receipt by the receiving party acknowledged upon transmission, by nationally recognized overnight courier service, or by registered or certified mail. Such notice or communication shall be deemed to have been given and received three (3) days after a registered or certified letter containing such notice or communication, properly addressed, with postage prepaid, return receipt requested, is deposited in the United States mail, but if given otherwise than by registered or certified mail, it shall be deemed to have been given when received by the party to whom it is addressed. Such notices or communications shall be delivered or sent to the following respective addresses or to such other address as the parties, from time to time, may specify in writing:

If to the City: Orlando Venues Executive Director
Attention: Allen Johnson
City of Orlando
400 West Church Street, Suite 200
Orlando, Florida 32801
Facsimile: 407-440-7001
Email: Allen.Johnson@CityofOrlando.net

with a copy to: Office of the City Attorney
Attn: Amy Thomas Iennaco, Esq.
400 South Orange Avenue
Orlando, Florida 32801-3317
Email: amy.iennaco@cityoforlando.net

If to the Foundation: Orlando Sports Foundation, Inc.
Attn: Alan Gooch, Executive Director
36 West Pine Street
Orlando, Florida, 32801
Facsimile: 407-317-7717
Email: agooch@curebowl.com

with a copy to: Akerman LLP
Attn: Thomas L. Raleigh, III, Esq.
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801-4904
Facsimile: 407-254-4173
Email: tom.raleigh@akerman.com

34. Attorneys' Fees. In case suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party in such litigation shall be entitled in addition to the costs and disbursements as may be provided by statute, to such additional sum as the Court

may determine to be reasonable for attorneys' fees to be allowed in any such suit or action and in any appeal therefrom.

35. Miscellaneous Provisions.

(a) Captions. The titles of paragraphs are for convenience only and do not define or limit the contents.

(b) Amendments. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

(c) Time of Essence. Time is of the essence of this Agreement. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday, shall be extended until 5:00 pm of the next full business day.

(d) Remedies Cumulative. Rights under this Agreement are cumulative; failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. Each party shall also have any other remedy given by law. The use of one remedy shall not be taken to exclude or waive the right to use another.

(e) No Waiver. No action other than a written notice by one party to the other specifically stating that such notice has the effect of a waiver shall constitute a waiver of any particular breach of default of such other party. No such notice shall waive the either party's failure to fully comply with any other term, condition or provision of this Agreement, irrespective of any knowledge that any City or Foundation officer, employee or agent may have of any breach or default of, or noncompliance with, such other term, condition or provision. No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of fees or charges for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

(f) No Relationship. In no event shall the City be construed to be a partner, associate or joint venturer of the Foundation, or any party associated with the Foundation; nor shall the Foundation be construed to be a partner, associate or joint venturer of the City, or any party associated with the City. The Foundation is not an agent of the City, nor is the City and agent of the Foundation, for any purpose whatsoever. Neither the Foundation nor the City shall not create any obligation or responsibility on behalf of the other party nor bind the other party in any manner.

(g) Powers of the City. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City.

(h) Binding Effect. The provisions, covenants and conditions in this Agreement apply to bind the parties, their successors and assigns.

(i) Enforcement of this Agreement. The obligations of the parties to this Agreement are unique in nature; this Agreement may be specifically enforced by either party.

(j) Invalidity of Particular Provision. Should any term, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

(k) Applicable Law; Venue. This Agreement shall be construed under the laws of the State of Florida. Venue for any action brought hereunder shall be in the Florida courts sitting in Orange County, Florida.

(l) Previous Agreements Superseded. The terms and conditions of this Agreement supersede the terms, obligations and conditions of any other existing or prior agreement or understanding, written or oral, between the parties regarding the premises.

(m) Incorporation of Exhibits; Entire Agreement. This Agreement, including any exhibits attached hereto and forming a part hereof, which by this reference are incorporated herein, are all of the covenants, promises, agreements and conditions, either oral or written between the parties.

(n) Separate Counterparts. This Agreement may be signed by the parties in any number of counterparts, all of which together shall be deemed one and the same instrument.

36. Prohibited Items.

The Permittee

☒ DOES NOT

☐ DOES

allow patrons with weapons to be permitted to enter its event(s).

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto, by its duly authorized representatives as of the date first above written.

PERMITTEE:
ORLANDO SPORTS FOUNDATION, INC.

PERMITTOR:
CITY OF ORLANDO, FLORIDA

By: _____
Executive Director

Alan Gooch
Print Name

By: _____
Executive Director,
Orlando Venues

Allen Johnson
Print Name

DATE: _____

DATE: _____

Exhibit 2(d)

Costs for Services and Rentals

2015 Orlando Venues Rate Card (Non-Holiday Rates)

Description	Rate/Hr	Contractor:	In-House Equipment, Description:	Rate:
OPD Lt.	\$52	OPD	Radio Rentals	\$15.00
OPD - Captain	\$59	OPD	Ice (per Bag)	\$3.00
OPD	\$40	OPD	Golf Cart	\$110.00
OPD - Sgt.	\$46	OPD	Light Tower	\$120.00
Dispatcher	\$32	OPD	Portable Toilet, Standard	\$48.00
CSO	\$32	OPD	Portable Toilet, Disabled	\$120.00
EMT	\$40	OFD	Dumpster	\$275.00
EMT - Supervisor	\$48	OFD	Field Painting Equipment/Labor	Varies
Ambulance	\$100	Rural Metro	Fencing	Varies
Uniform Security (In-House)	\$18	In-House	OCB 0 - 1,000 ppl, Clean-Up / Daily	\$1,250.00
Uniform Security - Supervisor	\$20	Andy Frain	OCB 1,001 - 5,000 ppl, Clean-Up / Daily	\$2,463.00
Peer Security (Andy Frain)	\$18	Andy Frain	OCB 5,001 - 10,000 ppl, Clean-Up / Daily	\$3,670.00
Peer Security - Supervisor	\$20	Andy Frain	OCB 10,001 - 15,000 ppl, Clean-Up / Daily	\$4,510.00
Peer Security Co-Ordinator	\$25	Orlando Magic	OCB 15,001 - 30,000 ppl, Clean-Up / Daily	\$6,190.00
Ticket Seller	\$12	Orlando Magic	OCB 30,001 - 45,000, Clean-Up / Daily	\$7,450.00
Ticket Seller Supervisor	\$17	Orlando Magic	OCB 45,000+, Clean-Up / Daily	\$9,025.00
Box Office Manager	\$25	Andy Frain	Suite and Hospitality Suite Cleaning	Varies
Ticket Taker/Door Guard	\$13	Andy Frain	Plaza Level Clean-Up	\$850.00
Ticket Taker/Door Guard - Supvr.	\$16	Andy Frain	Credit Card Fees	3.50%
Guest Relations	\$13	Andy Frain	Facility Fees (based on Event ticket price):	
Usher	\$13	Andy Frain	\$0 - \$19.99, 5% rounded up to next quarter.	
Usher - Supervisor	\$16	Andy Frain	\$20.00 up to and including \$99.99, \$2.00	
Head Usher	\$18	In-House	\$100.00 and over, \$2.50	
Switchboard Operator	\$15	Owens Facilities		
Porters & Matrons	\$12	Owens Facilities		
Porters & Matrons - Supervisor	\$16	Owen Facilities		
Traffic Engineering	Varies	City of Orlando		
Stadium Crew	\$30	In-House		
HVAC Tech	\$70	City of Orlando		
Plumber	\$70	City of Orlando		
Electrician	\$60	City of Orlando		
Scoreboard Operator	\$25	In-House		
Technical Supervisor	\$65	BRS		
Technical Lead	\$40	BRS		
Board Operator	\$40	BRS		
Field Technician	\$40	BRS		
Telephone Technician	\$40	BRS		
A/V Technician	\$35	City/BRS		
LED Scoreboard Support Labor (daily)	\$1,500	ANC		
LED Scoreboard Content Creation	Varies	ANC		
Video Production	Varies	Varies		

Notes:

- *Rates are current as of March 22, 2015. Rates, contractors and equipment availability are subject to change.*
- *Equipment and services are subject to applicable Florida State sales tax.*
- *Labor is billed at a 4 hour minimum. Reflected rates do not include overtime or meal breaks (where applicable).*
- *The above list is non-exhaustive. Additional services may be available upon request.*
- *Holiday rates are at additional expenses.*

Exhibit 8

Chart of hospitality and event areas in Stadium

