

**PALM BEACH COUNTY CONVENTION CENTER
LICENSE AGREEMENT for: «Event_Name»**

This Agreement is made and entered into on this _____ day of _____ 20____ by and between Global Spectrum, L.P., d/b/a Spectra Venue Management, a Delaware Limited Partnership ("Operator"), and «Account_Legal_Name» a --- organized under the laws of «Account_State», whose federal employer identification number is «External_Code» ("Licensee").

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, Licensee desires to use certain premises located in the Center for the purpose and upon the terms provided herein, and Operator desires to grant a license to Licensee for such use and to contract with Licensee 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. LICENSE, SERVICES

1. Grant of License. Operator grants to Licensee 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") on the dates and during the times indicated in such Exhibit A, on the terms and conditions specified herein.
2. Purpose. The Licensed Premises will be used by Licensee and its authorized and approved exhibitors ("Exhibitors") for the sole purpose of holding a «Event_Type» to be known as «Event Name» (the "Event"). If requested by Operator, Licensee will provide Operator with a detailed written description of the Event.
3. Ancillary Services, Personnel, and Equipment. In connection with Licensee's use of the Licensed Premises for the Event, Operator will provide to Licensee certain services, personnel, and equipment rental, as shall be further agreed to by the parties.
4. Condition of Premises. Operator will provide the Licensed Premises for use by Licensee on the dates of the Event in a condition equivalent to first class convention center facilities in accordance with standards of the industry. Licensee shall conduct with Operator an inspection of the Licensed Premises prior to use by Licensee, and any existing damages or problems found in the inspection shall be noted in writing.

C. COMPENSATION

1. License Fees. Licensee shall pay to Operator as rent for use of Licensed Premises the amounts set forth in Exhibit A (the "License Fees"). Florida sales tax on such fees shall be paid by Licensee to Operator. If the Licensee is exempt from Florida Sales tax, Licensee must attach to this Agreement a copy of Licensee's Florida Tax Exempt Certificate.
2. Mode of Payment of License Fees. Licensee agrees to pay the License Fees and applicable Florida sales tax to Operator by bank or cashier's check payable to "Global Spectrum, L.P., d/b/a Spectra Venue Management" or "Spectra Food Service, LP" as provided in Exhibit "A".
3. Adjustment of License Fees. If the opening day of the Event is eighteen (18) months or more from the date of execution of this Agreement, the License Fees will be at the Operator's prevailing rates eighteen (18) months prior to the date of the opening day of the Event, and Exhibit A will be adjusted to reflect such rates. Any waiver of this policy must be issued in writing by the Operator's General Manager.
4. Services, Personnel, and Equipment Fees. For services, personnel, and equipment provided to Licensee by Operator under this Agreement, Licensee shall pay fees to Operator at Operator's published prevailing rates.
5. Mode of Payment of Services, Personnel, and Equipment Fees.
 - a. Operator retains the right to require that Licensee pay the amount of Operator's good faith estimate of anticipated charges for services, personnel, and equipment (other than food and beverage services), plus applicable Florida sales tax, by bank or cashier's check, not later than thirty (30) days prior to the opening date of the Event.
 - b. Promptly after the close of the Event, Operator will provide to Licensee 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 Licensee 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 Licensee immediately upon receipt.
6. Food and Beverage Fees. Licensee agrees to pay such deposit(s) and meet such payment schedule as are established by any agreements with Operator's contracted food and beverage provider for food and beverage services in connection with the Event.
7. Lien. Operator shall have the first lien against ticket office receipts and all property of Licensee upon the premises of the Center for all unpaid license fees, services, personnel, and equipment fees, and taxes due in connection with the Event. Operator is authorized to withhold from box office receipts all such sums, and if such funds are not available at the conclusion of the Event, to impound Licensee's property. Should such unpaid fees remain unpaid ten (10) days after the termination of the license granted under this Agreement, Operator shall have the right to sell such property at private or public sales, and to apply the proceeds thereof and any box office receipts to the unpaid fees.

Licensee's Initials _____

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Operator's Initials _____

8. No Interest on Deposits. Operator is not obliged to pay interest on any deposit called for by this Agreement.
9. Late Charges. If Licensee fails to pay any amounts when due under this Agreement, it shall pay Operator a late charge of 1.5% per 30 days on the unpaid balance.
10. Credit Card Payments. Notwithstanding the provisions of Paragraphs C2 and C5, amounts due from Licensee this Agreement may be charged by Operator to a credit card account to the extent authorized by or on behalf of Licensee in a duly executed authorization form; provided, however, that if Operator shall determine that the authorized card bears insufficient credit to pay the actual or estimated authorized charges, Operator may require Licensee to make payment as otherwise provided in this Agreement.

D. SERVICES

1. Notice of Event Requirements. As soon as practicable, but not less than thirty (30) days before the first move-in day of the Event, Licensee 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, Licensee will indemnify, defend and hold harmless Operator, the County, and the Contract Administrator and their directors, officers, employees, and agents from any claims arising out of such late delivery of information, and will be responsible for all labor costs, fees, and other costs arising out of such late delivery of information. Operator shall be the sole judge, acting reasonably and in good faith, of what additional labor, fees, or costs result from such late delivery of information.
2. Floor Plan.
 - a. Prior to the sale, lease, or assignment of any exhibit space Licensee shall provide Operator five (5) copies of a Preliminary Floor Plan for the Event. Not less than thirty (30) days before the first move-in day of the Event, Licensee shall provide Operator with five (5) copies of a Tentative Final Floor Plan, including a description of all decorating, electrical, communications system, and plumbing work. Licensee will submit the Final Floor Plan not less than seven (7) days prior to the first move-in day. No move-in may begin without proof of approval of such Final Floor Plan by Operator and the Fire Marshall.
 - b. Operator reserves the right, by written notice after receipt of the Preliminary or Final Floor Plan, to require Licensee 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 Center. Failure by Licensee to make such reasonable changes within seven (7) days after receipt of notice thereof shall constitute default and Operator may deny Licensee access to Licensed Premises.
3. Services Provided by Operator Included in Rental. Operator shall furnish without cost to Licensee 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), 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 paid for by Licensee. 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. Food and beverage (through Operator's contracted food and beverage provider);
 - j. Exhibit aisle and booth cleaning services;
 - k. Bulk trash removal;
 - l. Box offices services (See Section D7c);
 - m. Insurance (See Section G1);
 - n. 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: Licensee 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. Such personnel may be provided, at Licensee's option, by Operator or by licensed outside contractors selected by Licensee 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 Licensee. 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. Licensee 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. Licensee 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:
 - 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 Licensee. All such connections and related work, including any related costs incurred by Operator, will be at the expense of Licensee. Any electrical hookups from available power will be charged to Licensee 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. 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, including but not limited to ticket personnel and ticket sales revenue, as further provided in the Center's Facilities Guide.
 - 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 Licensee reasonable notice thereof and an opportunity to accept or reject the new service.
9. Programs, Catalogues, and Novelties. Licensee or Licensee's contracted agent may sell programs, catalogues, and novelties related to the event and no others, and only on such terms and conditions as shall be agreed to in writing by Operator and Licensee in a Programs, Catalogues and Novelties Rider to this Agreement. Such terms and conditions may include the right of the Operator to be paid a percentage of the gross receipts from any such items.
10. 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 by Licensee.
- a. In all activities conducted at the Center in connection with the Event, Licensee 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.)
 - c. Licensee 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, marred, or defaced, or to be altered in any way (including use of any nails, hooks, tacks, or screws).
2. Capacity. Licensee will not permit to be sold or distributed tickets or passes in excess of the capacity of the Licensed 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. Licensee 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. Operator reserves the right to approve the performance, exhibition, or entertainment to be offered in connection with the Event in accordance with such standards, and Licensee agrees that no such performance, exhibition, or entertainment or any part thereof shall be given or provided if Operator files written objection thereto.
4. Objection by Operator. Licensee agrees that it will not allow any employee, agent, subcontractor, exhibitor, licensee, 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. Neither Operator nor any of its directors, officers, agents, or employees shall be liable to Licensee for any damages that may be sustained by Licensee as a result thereof.
5. Civil Rights. Licensee agrees 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, employment, or other privileges offered to or enjoyed by the general public.
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. Licensee 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. Licensee shall be responsible for assuring and enforcing the application of each of the foregoing standards to all of Licensee's employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, and guests. In permitting use of the Licensed 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 Licensee. The Center, including the Licensed 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. Licensee agrees to pay promptly all taxes, excise or license fees in connection with the Event as may be required by federal, state, or local laws and ordinances. Licensee 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. Licensee 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. Licensee, 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 Operator no less than ten (10) days prior to commencement of the event. Licensee shall indemnify, defend and hold harmless Operator, the County, and the Contract Administrator and their directors, officers, employees, and agents, each of their affiliates, successors and assigns, and the employees, agents, partners, and officers of the foregoing, from and against any third party infringement claims, and any liabilities, damages and expenses (including reasonable legal fees) related thereto, arising out of or in connection with use by Licensee or its guests, invitees, agents, employees, or other at the event, of any such music or other works in connection with the Event.

11. Advertising. Licensee agrees that all advertising of the Event will be accurate and truthful, and will include accurate information of event times and ticket prices. Licensee will use the Center's logo in all advertising except as otherwise determined by Operator in its sole discretion. The parties acknowledge that dedicated, full-time advertising space in the public areas of the Center is the exclusive property of Operator and 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 Licensee or its agents, licensees, or invitees, except as provided in this paragraph.
12. Agreement to Quit Premises. Licensee agrees to vacate the Center premises no later than the time provided in Exhibit A.
13. Removal of Property. Licensee agrees to remove from the Center premises all property of Licensee and its employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, and guests at or before the time provided in Exhibit A. Operator shall be authorized to remove at the expense of Licensee any such property remaining on the Center premises at or after such time. Licensee shall be responsible for payment of storage costs for material removed or stored under this provision. Licensee agrees that Operator will have a first lien on such materials for payment of costs accrued for such removal and storage.
14. Return of Premises. Licensee agrees to leave the Licensed 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 which the Licensee shall attend, to ascertain damage, if any, to the Center resulting from the use of the Licensed Premises pursuant the license granted by this Agreement. Operator will notify Licensee within a reasonable time of the extent of any damage and the cost to repair.
15. Payment for Damages to Premises. Licensee agrees to pay the costs of repair or replacement for any and all damages whatsoever to the Center premises or equipment on the Center premises arising out of the use of the Licensed Premises by Licensee's employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, guests, and those for whom Licensee is responsible at law. Licensee further agrees that Operator may retain ticket sales receipts in an amount equal to the estimated costs for such repairs or restoration. In such event, Operator shall provide a detailed accounting and settlement when such repairs or restoration are completed.
16. Other Events. Licensee acknowledges that other events may be scheduled for other spaces within the Center not covered by this Agreement. Licensee 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 Licensee 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 Licensee 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 Licensee 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 Licensee 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 Licensee is and shall be solely responsible for providing any auxiliary aids or services needed by attendees in order for those attendees to effectively participate in activities conducted by Licensee under this Agreement, and will indemnify, defend, and hold harmless the Operator, the County, and the Contract Administrator and their directors, officers, employees, and agents from any claims under the ADA in relation to any activity under this Agreement that is the responsibility of Licensee.
20. Complimentary Tickets. Licensee agrees to provide to Operator free of charge up to one hundred (100) tickets for each event for which a ticket is issued in connection with the Event.
21. Insurance Coverage: At Licensee's request, Operator will use best efforts to make available to Licensee for purchase from an A.M. Best Rated A VIII (or higher) insurer, a general liability policy which would satisfy Licensee's obligation in the attached General Terms and Conditions to provide general liability insurance. Such insurance, if purchased by Licensee, would provide legal liability coverage for bodily injury and property damage to third parties, for the interests of both scheduled Licensee and Operator. The cost of such policy shall be borne by Licensee.

F. UNAVAILABILITY, INTERRUPTION, CANCELLATION

1. Construction Activities. The parties acknowledge that construction of a parking deck adjacent to the Center is planned to commence on or about April 1, 2017. There may be additional construction activities during the Term related to expansion or renovation of the Center. Such

Licensee's Initials _____

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Operator's Initials _____

activities may result in a change in traffic patterns around the Center, an increase in noise, a decrease in available on-site parking spaces, closure of certain areas in or around the Center, and/or a general inconvenience or disturbance to those in or around the Center. During the Event, Operator will use its best efforts to minimize such inconveniences or disturbances to Licensee and Licensee's employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, and guests. However, it is expressly acknowledged and agreed by the parties that Operator shall not be liable for any disruption, loss, or damage that may be incurred by Licensee or Licensee's employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, and guests as a result of any such projects, and the existence of such projects shall not entitle Licensee to terminate this Agreement or otherwise cancel the Event.

2. 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 Licensed 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 Licensee, then and thereupon this Agreement shall terminate. If such termination occurs prior to the Event, then Operator shall promptly return to Licensee any fees paid to Operator by Licensee in connection with the Event, and, except for the return of said fees, Licensee shall have no claim against Operator by reason of the cancellation of the Event. If such termination occurs on or after the first move-in day of the Event, Licensee shall pay rental fees for the Licensed Premises prorated for the term of the license prior to such termination, together with any fees for services rendered, or personnel or equipment provided to the date of termination. Except for the return of such payments or payment of such fees, 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.
3. 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 Licensed Premises for any reason, the license 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 license for use of the Center. If it is not possible to complete the Event, applicable fees shall be forfeited, prorated, or adjusted at the reasonable discretion of Operator based on the circumstances, and Licensee hereby waives any claim for damages or compensation from Operator arising out of such evacuation.
4. Cancellation by Licensee or Operator.
 - a. Should Licensee cancel the Event covered under this Agreement for any reason other than as provided in paragraphs F-2 or F-3 above or pursuant to paragraph H-2 below, or should Operator terminate this Agreement pursuant to paragraph H-2 below, Licensee agrees to pay Operator the following amounts, together with and in addition to 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 Licensee cancels more than twenty-four (24) months before the date of the first day of the Event, Operator will retain (or if not previously paid, Licensee shall pay to Operator) the initial deposit as provided in Exhibit A hereto.
 - ii. If Licensee cancels more than eighteen (18) months but not more than twenty-four (24) months before the date of the first day of the Event, Licensee 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 Licensee and credit the amount of such deposits against the amount of license fee due.
 - iii. If Licensee cancels eighteen (18) months or less before the date of the first day of the Event, Licensee will pay to Operator the entire license fee payable as provided in Exhibit A hereto, plus an additional amount equal to Operator's anticipated profit from the Event had the Event actually occurred as scheduled, as reasonably estimated by Operator, and Operator will retain any deposits received from Licensee and credit the amount of such deposits against the amount of such license fee and lost profits.

The foregoing amounts shall be due to Operator within five (5) business days of the cancellation of the Event. Operator may, but shall not be obligated to, relicense the cancelled space, and in such event Operator shall refund to Licensee all or a portion of the liquidated damages amount paid by Licensee to the extent offset by the new base license fee (not including expense reimbursement or ancillary revenue streams from the Event) received from the re-licensing of the cancelled space, except that Operator shall be entitled to retain from such new base license fee received from the substitute licensee (i) an amount equal to ten percent (10%) of the License Fee to cover its administrative expense; (ii) an amount corresponding to the documented additional sales expense incurred in re-licensing the cancelled space; (iii), if the cancelled space is resold for a special event or a public show, an amount equal to twenty percent (20%) of the License Fee to offset the loss of revenue from the sale of labor and services; and (iv), in Operator's sole discretion, an amount as may be needed to offset any liability or debt incurred by Licensee under any other license agreement with Operator. No such payments will be made by Operator 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 relicensing of space or entitle Licensee to a credit or refund.

- b. In the event of a valid termination by Licensee under paragraph H-2, Operator shall refund all deposits made by Licensee, as liquidated damages and not as a penalty and the parties agree that such amounts constitute reasonable provision for liquidated damages, and Licensee 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, INDEMNIFICATION AND LIABILITY

1. Insurance. Licensee agrees to obtain at its own expense and to keep in full force and effect during the use or occupancy of the Licensed Premises pursuant to this Agreement, including move-in and move-out periods, the following insurance coverage.

Licensee's Initials _____

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Operator's Initials _____

- a. Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate.
- b. Excess Liability: \$5,000,000 per occurrence, \$5,000,000 aggregate.
- c. Comprehensive Owned, Non-Owned, Leased, and Hired Automobile Liability: \$1,000,000 per occurrence.
- d. Workers Compensation and Employer's Liability: Florida statutory coverage and \$100/\$50/100 employer's liability limits.
- e. Liquor Liability: As may be applicable, as required by Operator in a Liquor Liability Rider to this Agreement.

Each such policy shall name as additional insured the County of Palm Beach and Global Spectrum, L.P., d/b/a Spectra Venue Management, and their officers, directors, agents, and employees. Licensee shall furnish to Operator at least thirty (30) days prior to commencement of occupancy of the Licensed Premises certificate(s) of insurance as evidence that the required coverage is in effect. Should Licensee fail to provide such certificate(s) as required by this Agreement, Operator may, but shall not be obligated to, obtain said policies of insurance at Licensee's expense or Operator may cancel the Event(s) without penalty to Operator. All insurance as required by this Agreement must carry a mandatory thirty (30) day notice of cancellation, and shall be endorsed to be primary and non-contributory to any insurance maintained by Operator.

2. Indemnification. Licensee agrees to indemnify, defend, and hold harmless Operator, the County, and the Contract Administrator and their directors, officers, employees, and agents, against all claims, damages, expenses, costs, fees, including legal fees, charges, loss, liability, and suits, causes of action, and proceedings of any kind, whether groundless or otherwise, including without limitation those arising by reason of personal injury, death, or damage to or loss of property or profits arising out of or in connection with the license of the Center granted under this Agreement, including but not limited to any act or omission of Licensee or Licensee's employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, and guests, except to the extent resulting from the gross negligence or willful misconduct of Operator, the County, and the Contract Administrator and their directors, officers, employees, and agents, as the case may be.
3. Waiver of Subrogation. Licensee hereby waives any and every claim which arises or may arise in its favor and against Operator or County during the term of this Agreement or any extension or renewal thereof, for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of Licensee. When required by the insurer, or should a policy condition not permit Licensee to enter into a pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement or voids coverage should Licensee enter into such an agreement on a pre-loss basis.
4. Waiver of Claims. Licensee assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale, and all other property owned or used by Licensee or Licensee's employees, agents, subcontractors, exhibitors, licensees, invitees, patrons, or guests, in accordance with the Center's Facilities Guide. LICENSEE HEREBY WAIVES AND ANY AND ALL CLAIMS AGAINST OPERATOR AND THE PERSONS AND INDEMNITEES DESCRIBED IN PARAGRAPH G-2 ABOVE FOR DAMAGE OR LOSS OF PERSONAL PROPERTY, EXCEPT TO THE EXTENT THAT SUCH DAMAGE OR LOSS RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATOR OR THE PERSONS AND INDEMNITEES DESCRIBED IN PARAGRAPH G-2 ABOVE, AS THE CASE MAY BE.

H. ENFORCEMENT OF AGREEMENT

1. Retention of Privileges. The waiver or failure of Operator to insist upon strict and prompt performance by Licensee 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 Operator'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 Licensee.
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 (and any other agreement between the parties) by written notice to the defaulting party.
3. Liability for Fees Paid. In the event of a termination by Operator under paragraph H-2, Licensee shall be liable for payments as provided in paragraph F-4.
4. Suit to Enforce. Should either party institute suit or other action against the other party to enforce, or seek damages as a result of breach of, any provision of this Agreement, the prevailing party shall recover all litigation costs and reasonable attorney's fees (including appeal). In no event shall either party be liable to the other for any indirect or consequential damages arising out of any provision of this Agreement or any breach thereof.
5. 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 Licensee for any delay, inconvenience or damages of whatever nature suffered by Licensee 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. County as Third Party Beneficiary. County is hereby expressly made a third party beneficiary of this Agreement, with full power and authority to enforce this Agreement to the same effect as if it had expressly been made a party hereto. Notwithstanding the foregoing, County shall not have any obligations whatsoever under this Agreement, it being acknowledged and agreed by the party herewith contracting with Operator that Operator, and not County, shall be responsible for payment and performance of any obligations of Operator set forth herein or arising out of this Agreement; provided, however, that in the event of the termination of the Convention Center Management Agreement between County and Operator, this Agreement shall remain in full force and effect, with County to be substituted for Operator as a party to this Agreement, and County shall be entitled to receive the benefits of the same.

Licensee's Initials _____

Operator's Initials _____

3. 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:
Palm Beach County Convention Center
650 Okeechobee Blvd.
West Palm Beach, FL 33401
Attention: General Manager

As to Licensee:
«Account_Name»
«Account_Address_Line_1»
«Account_City», «Account_State» «Account_Postal_Code»
Attention: «Contact_First_Name» «Contact_Last_Name»

- 4. Non-Assignment. Licensee may not assign, transfer, or sublet this Agreement or its right, title or interest therein without Operator’s prior written approval, which approval may be withheld in Operator’s sole discretion. For purposes of this paragraph, an assignment that requires Operator’s approval shall include a transfer of more than thirty percent (30%) of the equity interests in Licensee or a transfer of control over the management or operation of the Event. In the event Licensee sells, assigns or otherwise transfers its rights in the Event, Operator may terminate this Agreement immediately upon written notice to Licensee.
- 5. 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.
- 6. Complete Agreement. This Agreement constitutes the complete agreement between the Parties as to its subject matter, and supersedes 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. No Rights beyond Agreement. Nothing in this Agreement or the implementation hereof shall be construed as implying, providing or creating a right of Licensee 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.
- 13. Third-Party. Other than the indemnitees expressly listed herein for purposes of the indemnification provisions, and the County as described in Section 1.2 above, there are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof and the County as described in Section 1.2 above) shall have rights and may make claims hereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

OPERATOR: Reviewed as to terms and conditions:

Global Spectrum, L.P., d/b/a Spectra Venue Management

By: _____

_____ Date:

Name: _____

_____ Title:

LICENSEE: «Account_Name»

Authorized Signature

By: _____
Notary: [with Seal]

[OR]

Print Name:

Witness Signature: _____ Date:

Title:

EXHIBIT A

Event: «Account_Legal_Name» - «Event_Name»

| Date | Day | Start Time | End Time | Event Type | Room | Room Rental |
|------|-----|------------|----------|------------|--------------------------------|-------------|
| | | | | Move-in | | |
| | | | | | | |
| | | | | | | |
| | | | | Event | | |
| | | | | | | |
| | | | | | | |
| | | | | Move-out | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | Room Rental Sub-Total | |
| | | | | | 6% Sales Tax | |
| | | | | | Room Rental Grand Total | |

The assigned room(s) have been exclusively contracted for use on the above stated date(s) by Licensee and may not be utilized by any other event(s). Licensee agrees if current stated room assignments are not required after full execution of License agreement, Licensee will pay applicable license fees in full as stated herein and will forfeit any advanced deposit amounts collected by Operator. Licensee may postpone above licensed event date no more than one time without penalty. All postponed events may be rescheduled no more than one time and take place by the next upcoming date of September 30th without penalty.

Please Note: Room assignments stated herein are subject to change by Operator no more than 5 business days prior to your first contracted event date. Alternative room assignments based on availability, will be of similar square footage (or larger) at no additional cost to Licensee.