

FIRST AMENDMENT TO LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA RENAISSANCE FESTIVAL, INC. FOR FLORIDA RENAISSANCE FESTIVAL AT QUIET WATERS PARK

This First Amendment to the Agreement (hereinafter defined) ("First Amendment") is made and entered by and between Broward County, a political subdivision of the State of Florida ("COUNTY"), and Florida Renaissance Festival, Inc., a Florida corporation ("RENFEST") (COUNTY and RENFEST are sometimes individually referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. COUNTY and RENFEST entered into a License and Concession Agreement dated August 22, 2017 (the "Agreement"), in which COUNTY granted RENFEST a revocable license to utilize portions of Quiet Waters Park to hold multiple renaissance festival events for the benefit of the public (each event is referred to as an "Event").

B. The term of the Agreement commenced on August 22, 2017, and will terminate on December 31, 2022.

C. COUNTY and PLAN desire to amend the Agreement to allow RENFEST to sell liquor at the Event and to amend other provisions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

1. The above Recitals are true and correct and are incorporated into this First Amendment by reference.

2. Changes to the Agreement are indicated herein by use of strikethroughs to indicate deletions and underlining to indicate additions. The underlining of section titles appears in the original Agreement.

3. Section 2.9 of the Agreement is amended as follows:

2.9 RENFEST is permitted to sell and serve alcoholic beverages (~~excluding~~ including liquor) during any Event, subject to compliance with the requirements under this Agreement, and Section 25½-12, Broward County Code of Ordinances, relating to the sale and service of alcoholic beverages in COUNTY parks.

4. Section 4.2 of the Agreement is amended as follows:

4.2 Annual Event fee. RENFEST shall pay to COUNTY for each annual Event a fee of One ~~Dollar~~ and 140/100 Dollars (\$1.140), plus applicable taxes, for each ~~admission~~ redeemed ticket to the Event collected by RENFEST under this Agreement and for each complimentary ticket redeemed by RENFEST. Payment

due dates to COUNTY shall be in accordance with Section 4.4.

5. Section 4.3 of the Agreement is amended as follows:

4.3 Park admission fee. RENFEST shall pay to COUNTY for each Park Admission ~~a~~ fee of One Dollar and 50/100 Dollars (\$1.50) for each admission ticket and complimentary ticket to the Event collected by RENFEST under this Agreement ~~and for each complimentary ticket distributed by RENFEST.~~ If in the event COUNTY's Park admission fee includes sales tax, RENFEST will not be required to pay any additional sales tax on such admission fees collected by RENFEST in accordance with this Section. Payment due dates to COUNTY shall be in accordance with Section 4.4.

6. Section 12.4 of the Agreement is amended as follows:

12.4 RENFEST shall be required to furnish Affidavits to the Contract Administrator, ~~on a monthly basis, an Affidavit,~~ in the form attached as Exhibit "C," affirming the RENFEST's officers, employees, agents, Subcontractors, vendors, and volunteers who will perform Services ("RENFEST Personnel") ~~persons listed in the Affidavit~~ have been background screened as required in Section 12.2 relating to sexual predator and sexual offender checks, and have been deemed eligible by RENFEST to provide the Services ~~at the Park.~~ RENFEST shall provide the aforementioned Affidavits each calendar year during the Agreement Term on the following schedule: (a) two (2) weeks before the start of each Event ("First Affidavit"); (b) four (4) weeks after the First Affidavit; (c) six (6) weeks after the First Affidavit; and (d) on a calendar monthly basis thereafter for each month of the Event. RENFEST's first three (3) Affidavits each calendar year during the Agreement Term ~~first monthly Affidavit~~ shall identify include all RENFEST Personnel screened employees and their background screening results. ~~Thereafter~~ The calendar monthly Affidavits described in subsection (d) above, ~~the monthly Affidavit~~ shall only be required to identify: (x) additional RENFEST Personnel and their background screening results; new persons who are providing Services under this Agreement and who have been screened as required in Section 12.2 and deemed eligible to provide such services at the Park during that one month period, and identify and (y) persons no longer providing sServices under this Agreement at the Park. The Contract Administrator may, in his or her discretion, permit RENFEST to furnish ~~the monthly~~ the Affidavits described in this section in an electronic format. All RENFEST's Personnel officers, employees, agents, Subcontractors, vendors, and volunteers subject to the criminal background screening under this Agreement shall be rescreened no less frequently than on an annual annually basis based measured from on the date of each individual's prior initial screening.

7. Section 22.8 of the Agreement is amended as follows:

22.8 ASSIGNMENT AND PERFORMANCE

Except for subcontracting approved in writing by COUNTY at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, pledged or encumbered by RENFEST, including by change of control, consolidation, dissolution, or operation of law, without the prior written consent of COUNTY, which consent shall be in COUNTY's sole discretion. Any purported assignment, transfer, subcontract, or encumbrance in violation of this section will be void. If RENFEST violates this provision, in addition to any remedies COUNTY may have at law or in equity, COUNTY shall have the right to immediately terminate this Agreement. RENFEST represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. RENFEST agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8. Section 28.10 of the Agreement is amended as follows:

28.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

9. Section 28.14 of the Agreement is hereby amended as follows:

28.14 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or

section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article. Any reference to "days" means calendar days, unless otherwise expressly stated.

10. Exhibit A, Section I to the Agreement is amended as follows:

Event Dates: First Weekend - February 10 – 11
Second Weekend - February 17 - 19 (Includes President's Day)
Third Weekend - February 24 – 25
Fourth Weekend - March 3 – 4
Fifth Weekend - March 10 – 11
Sixth Weekend - March 17 – 18
Seventh Weekend - March 24 – 25
Three (3) Public Elementary School Events - Dates to be requested in writing by RENFEST and are subject to approval of the Contract Administrator.

In subsequent Event years, RENFEST shall hold each Event during the same seven (7) weekends of the year, as provided above for the Year 2018 Event, although the actual calendar dates will differ, in addition to holding three (3) Public Elementary School Events to be scheduled in the same manner as for the Year 2018 Event. Each subsequent Event shall be in accordance with the terms of the Agreement and follow the same format for fees and reimbursements to COUNTY. Pursuant to Section 14.2 of the Agreement, RENFEST may request a change in the weekend schedule for an Event, and the Contract Administrator will review the request based on the availability of the Park property for the Event on such dates. Starting in year 2020, RENFEST will no longer hold the Event on President's Day.

11. Exhibit A, Section III to the Agreement is hereby amended as follows:

III. **Food and Beverages Fee:** RENFEST may sell food and beverages (~~excluding~~ including liquor) during each Event under the Agreement, including the sale and service of alcoholic beverages in accordance with the requirements under Section 25½-12, Broward County Code of Ordinances. The fee to COUNTY for the right to sell and serve food and beverages at any Event, ~~excluding~~ including the sale and service of alcoholic beverages, is included in the annual Event fee paid to COUNTY set forth in Section 4.2 of the Agreement.

12. If any conflict or ambiguity exists between this First Amendment and the Agreement, this First Amendment shall control.

13. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

14. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement and this First Amendment to the Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreement, whether oral or written.

15. Preparation of this First Amendment has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

16. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

17. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same amendment.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 2020, and RENFEST, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
_____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  _____ 1-8-2020
Amanda Tolbert (Date)
Assistant County Attorney

By:  _____ 1/8/2020
Danielle French (Date)
Deputy County Attorney

AMT/jc
Ren Fest First Amendment
12/9/2019
#463039v3

FIRST AMENDMENT TO LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD COUNTY
AND FLORIDA RENAISSANCE FESTIVAL, INC. FOR FLORIDA RENAISSANCE FESTIVAL AT QUIET
WATERS PARK

RENFEST

WITNESSES:

Florida Renaissance Festival, Inc.

Sara Ellis
Signature

Sara Ellis
Print Name of Witness above

Signature

Print Name of Witness above

By: Bobby Rodriguez
Authorized Signor
Bobby Rodriguez, CEO
Print Name and Title

17 day of Dec., 2020

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)