



**FIFTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA  
RENAISSANCE FESTIVAL, INC. FOR FLORIDA RENAISSANCE FESTIVAL AT QUIET WATERS PARK**

This Fifth Amendment (“Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County”), and Florida Renaissance Festival, LLC (f/k/a Florida Renaissance Festival, Inc.), a Florida limited liability company (“Contractor” or “Renfest”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. The Parties entered into the License and Concession Agreement Between Broward County and Florida Renaissance Festival, Inc. for Florida Renaissance Festival at Quiet Waters Park, dated August 22, 2017 (the “Original Agreement”), to allow Contractor to operate a renaissance festival at County’s park.

B. The Original Agreement was amended by a First Amendment, dated January 28, 2020, to allow for the sale of liquor; a Second Amendment, dated September 10, 2021, to extend the Agreement Term through the Event in 2027; a Third Amendment, dated November 15, 2022, to increase the number of weekends in each annual Event; and a Fourth Amendment, dated October 22, 2024, to modify the set-up period for each annual Event. The Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, is referred to herein as the “Agreement.”

C. The Parties now desire to exercise the optional five-year renewal term to extend the Agreement through the conclusion of the Event in calendar year 2032 and to create an additional optional five-year renewal term.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 3.1, of the Agreement is amended as follows:

3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties, and shall end at the conclusion of the Year 2022 Event, as further described in Exhibit A,~~”~~ (“Initial Term”), unless terminated earlier or extended as provided for herein. This Agreement may be renewed by RENFEST and ~~the Board~~ **COUNTY** for ~~a term of~~ up to **two additional five-year (5) years terms (each a “Renewal Term”)**, in order for RENFEST

to hold any subsequent annual Events, upon terms and conditions mutually agreed upon by the Parties. Any renewal of this Agreement is subject to COUNTY determining that RENFEST has satisfactorily performed its obligations under this Agreement, and shall be in the form of an amendment in accordance with Section 28.17, Amendments, prior to the expiration of the ~~Initial Term~~ **then-current term**. The Initial Term and ~~the any~~ **Renewal Term(s)**, if exercised under this Agreement, shall be collectively referred to as the "Agreement Term."

4. Section 4.1 of the Agreement is amended as follows:

4.1 RENFEST shall pay to COUNTY for each annual Event under this Agreement the fees described in this Article and Exhibit "A." RENFEST shall make all payments due to COUNTY under this Agreement in the form of a check made payable to the "Broward County Board of County Commissioners" and furnished to the address listed below:

Broward County Parks and Recreation Division  
950 NW 38<sup>th</sup> Street, Oakland Park, Florida 33309  
Attn: Accounting Section

**The Contract Administrator may modify the payment address above upon written notice to RENFEST in accordance with the "Notices" section of this Agreement.**

5. 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 and 14/100 Dollars (\$1.14), plus applicable taxes, for each ~~redeemed~~ **Event admission** ticket ~~to the Event collected by RENFEST under this Agreement and sold,~~ for each complimentary ticket **to the Event** ~~redeemed,~~ **and for each time a season pass is scanned and/or used for admission** by RENFEST. Payment due dates to COUNTY shall be in accordance with Section 4.4.

6. 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 and ~~540/100~~ Dollars (\$1.540), **plus applicable taxes,** for each **Event** admission ticket **sold, and for each** complimentary ticket to the Event ~~collected~~ **redeemed, and for each time a season pass is scanned and/or used for admission** by RENFEST ~~under this Agreement. If 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.

7. Section 5.2 of the Agreement is amended as follows:

5.2 **SALES, AND USE, AND ADMISSIONS TAX.** RENFEST shall be solely liable for **all** State of Florida sales, ~~and use,~~ **and admissions taxes, and any applicable discretionary sales**

surtaxes, and other applicable taxes imposed by ~~Section~~ Chapter 212.031, Florida Statutes, on amounts payable to COUNTY under this Agreement ~~for the use, occupancy, right to use, and right to do business on the Licensed Premises~~ including, but not limited to, taxes applicable to admissions, payments for any utilities usage costs above the amount set forth in Section 4.6, tram rental, bleacher use, and equipment rentals (collectively referred to as “equipment use and rentals”), subject to any exemptions from payment of ~~sales and use~~ such taxes provided by law. The sales, ~~and use,~~ admissions, and other applicable tax payments shall be in addition to, and not incorporated into, the fee payments referenced in Article 4. ~~Sales and use~~ Such taxes shall be payable to COUNTY, which in turn will be remitted to the State of Florida, Department of Revenue (“DOR”). In the event DOR determines and assesses the amount of any additional ~~sales and use~~ tax, surtax, penalty, or interest due for any sales, ~~and use,~~ admissions, or other applicable tax payments during the term of this Agreement, RENFEST shall be required to make such payment to COUNTY, and COUNTY will remit same to DOR. RENFEST shall be liable for all other taxes due to taxing authorities arising out of its annual Event under this Agreement.

8. Section 27.1 of the Agreement is deleted and replaced in its entirety with the following (bold/underlining omitted):

27.1. RENFEST and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by applicable law in the performance of this Agreement. RENFEST shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

9. By execution of this Amendment, the Parties hereby exercise the second Renewal Term pursuant to Section 3.1 of the Agreement upon the same terms and conditions as the first Renewal Term, except as modified by this Amendment. The Parties agree that as a result of this exercise, the Term, which was scheduled to expire after the conclusion of the Event in calendar year 2027, has been effectively extended for an additional five years and will now terminate at the conclusion of the Event in calendar year 2032, unless terminated earlier in accordance with the Agreement.

10. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

11. Section 125.595 Compliance. Contractor represents and warrants that the services provided under this Agreement do not constitute or relate to diversity, equity, or inclusion. Contractor is expressly prohibited from using any funds provided by County or under this Agreement to promote diversity, equity, or inclusion initiatives, or for any program or activity that relates to diversity, equity, or inclusion. As used herein, “diversity, equity, or inclusion” has

the meaning set forth in Section 125.595(b), Florida Statutes. This section does not prohibit Contractor from engaging in any activity permitted by Section 125.595, Florida Statutes, including but not limited to any action required for compliance with state or federal laws or regulations.

12. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this 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 as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

14. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

15. This Amendment is effective upon complete execution by the Parties. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

*The remainder of this page is intentionally blank.*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 9<sup>th</sup> day of June, 2026; and Florida Renaissance Festival, LLC, signing by and through its duly authorized representative.

ATTEST:

COUNTY


Broward County, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

Alexandra  
By Lozada Digitally signed by  
Alexandra Lozada  
Date: 2026.05.22  
08:59:58 -04'00'  
Alexandra Lozada (Date)  
Assistant County Attorney

By  Digitally signed by  
Rene D. Harrod  
cn=Rene D. Harrod, o=Broward  
County, ou=Broward County  
Attorney's Office,  
email=rharrod@broward.org, c=US  
René D. Harrod (Date)  
Chief Deputy County Attorney

AML/dt  
Fifth Amendment to Renfest Agreement  
05/22/2026  
#1227700v8

FIFTH AMENDMENT TO AGREEMENT BETWEEN  
BROWARD COUNTY AND FLOR DA RENAISSANCE FESTIVAL, INC. FOR FLOR DA RENA SSANCE  
FESTIVAL AT QUIET WATERS PAR

CONTRACTOR

Florida Renaissance Festival, LLC

By:   
Authorized Signer

Robert Rodriguez -  
mgr  
Print Name and Title

21 day of May, 2026