



**FOURTH AMENDMENT TO SELF-SERVICE BAGGAGE CART CONCESSION AGREEMENT BETWEEN
BROWARD COUNTY AND SMARTE CARTE, INC.**

This Fourth Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Smarte Carte, Inc., a Minnesota corporation ("Concessionaire") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Self-Service Baggage Cart Concession Agreement, dated November 10, 2015 (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment, dated December 1, 2020, a Second Amendment, dated June 1, 2022, and a Third Amendment, dated July 26, 2024. The Original Agreement, as amended by all three amendments, is referred to herein as the "Agreement."

C. The Parties now desire to further amend the Agreement to extend the Term of the Agreement.

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. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. The Term of the Agreement shall be automatically extended on a month-to-month basis on the same terms and conditions from December 1, 2025, through May 31, 2026, unless earlier terminated by the Director of Purchasing by providing Concessionaire with written notice of County's intent not to further extend the Agreement. If the Director of Purchasing provides Concessionaire with written notice of intent not to further extend the Agreement, the Agreement shall terminate on the last day of the calendar month in which such written notice is provided, unless otherwise agreed to in writing by the Parties. With respect to the last month of the Term (as extended herein), any obligations of Concessionaire in connection with such month (including, but not limited to, any payment or reporting obligations) shall survive the termination of the Agreement.
4. Entities of Foreign Concern. By execution of this Amendment, the undersigned authorized representative of Concessionaire hereby attests under penalty of perjury as follows: Concessionaire is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the

government of a foreign country of concern does not have a controlling interest in Concessionaire; and the undersigned authorized representative of Concessionaire declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

5. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Concessionaire, Concessionaire hereby attests under penalty of perjury that Concessionaire 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 Concessionaire declares that they have read the foregoing statement and that the facts stated in it are true.

6. 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 by 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.

7. 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.

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

9. The effective date of this Amendment shall be the date of complete execution by the Parties.

10. 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 blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 _____, 20__; and Concessionaire, signing by and through its duly authorized representative.

COUNTY

ATTEST:

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

Digitally signed by Kailie
Rush
Date: 2025.10.21 09:59:20
-04'00'
By _____
Kailie Rush (Date)
Assistant County Attorney

Digitally signed by Israel
Fajardo
Date: 2025.10.21 11:05:30
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By _____
Israel Fajardo (Date)
Senior Assistant County Attorney

KR/em
Smarte Carte, Inc. Fourth Amend
10/13/2025
#1193960.2

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BROWARD COUNTY AND SMARTE CARTE, INC.**

CONCESSIONAIRE

Digitally signed by Greg
Schultz
Date: 2025.10.18
10:31:06 -05'00'

By: Greg Schultz
Authorized Signer

Greg Schultz, Secretary
Print Name and Title

____ day of _____, 20____