

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. 15-009160-CA-01 (11)

VILLAGE OF KEY BISCAYNE, a Florida
municipal corporation,

Plaintiff,

vs.

NATIONAL MARINE
MANUFACTURERS ASSOCIATION, a
Delaware nonprofit corporation,

Defendant.

PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT

Plaintiff, Village of Key Biscayne, Florida (the "Village"), by and through undersigned counsel, hereby seeks leave pursuant to Rule 1.190, Florida Rules of Civil Procedure, to file an Amended Complaint ("Amended Complaint") and, in support thereof, states as follows:

1. Plaintiff hereby seeks leave to file and serve the Amended Complaint attached hereto as **Exhibit 1**.

2. Florida Rule of Civil Procedure 1.190(a) in pertinent part provides that when "a party files a motion to amend a pleading . . . [l]eave of court shall be given freely when justice so requires." Rule 1.190 is consistently interpreted to "allow free and liberal amendments to pleadings unless it appears that the privilege to amend will be abused." *Gerber Trade Finance, Inc. v. Bayou Dock Seafood Co., Inc.*, 917 So. 2d 964, 968 (Fla. 3d DCA 2005). Thus, leave to amend should be granted unless "the privilege is abused, the opposing party will be prejudiced, or

amendment would be futile.” *Id.* Moreover, where there is doubt, “the court should resolve any doubts in favor of amendment.” *El Toro Exterminator of Fla., Inc. v. Cernada*, 953 So. 2d 616, 618 (Fla. 3d DCA 2007).

3. Here, allowing the Plaintiff to file the Amended Complaint would not prejudice Defendant, National Marine Manufacturers Association in this action. This case has not been set for trial, no depositions have been taken.

WHEREFORE, Plaintiff respectfully requests that the Court grant Plaintiff leave to file the attached proposed Amended Complaint, and for such other relief as this Court deems proper.

Respectfully submitted,

SHUBIN & BASS, P.A.
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By: /s/ John K. Shubin
John K. Shubin, Esq.
Florida Bar No. 771899
Ian E. DeMello, Esq.
Fla. Bar No. 105097

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via electronic mail this 27th day of October, 2015 as follows:

Mr. Alan T. Dimond, Esq.
Mr. Timothy A. Kolaya, Esq.
GREENBERG TRAURIG, P.A.
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Counsel for Defendant NMMA

/s John K. Shubin
Attorney

Exhibit 1

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. 15-009160-CA-01 (11)

VILLAGE OF KEY BISCAWAYNE, a Florida
municipal corporation,

Plaintiff,

vs.

NATIONAL MARINE
MANUFACTURERS ASSOCIATION,
a Delaware nonprofit corporation,

Defendant.

AMENDED COMPLAINT

Plaintiff, Village of Key Biscayne, Florida (“Plaintiff” or “Village”), by and through undersigned counsel, brings this action against Defendant, National Marine Manufacturers Association (“Defendant” or “NMMA”), and states as follows:

INTRODUCTION

1. Through this lawsuit, the Village seeks compliance by the NMMA, a private corporation, with Florida’s Public Records Act (Chapter 119, Florida Statutes) (the “Act”) where NMMA is clearly acting on behalf of the City of Miami (the “City”) in permitting and developing the Miami International Boat Show (the “Boat Show”) on city-owned property. As such, the Village seeks to vindicate not only its own interest in ensuring transparency in local government, but the public’s right to the open government and records requirements which are bedrock constitutional and statutory requirements in the State of Florida.

GENERAL ALLEGATIONS

2. The Village is an island community occupying the central portion of Key Biscayne, a barrier island that the Village shares with county and state parks. Access from the mainland to Key Biscayne is via a single roadway, the Rickenbacker Causeway. Along the Rickenbacker Causeway, between the mainland and Key Biscayne, lies Virginia Key, an approximately 800 acre barrier island that consists primarily of government-owned land designated for parks and recreation use and which is within the jurisdiction of the City.

3. The City constructed and operated an outdoor waterfront amphitheater (“Marine Stadium”) on a 61+/- acre portion of Virginia Key (the “Property”) until approximately 1992, as it was required to do pursuant to a deed restriction that the Property “shall be perpetually used and maintained for the operation of a Marine Stadium and allied purposes only.” The Marine Stadium and other improvements to the Property have long been in a state of disrepair and disuse.

4. In 2010, the City adopted the Virginia Key Master Plan (the “Master Plan”). The Master Plan included plans to develop the Property into a park and restore the Marine Stadium. In recent years, the City has entertained various initiatives for the revitalization of the Marine Stadium and the Property.

5. To this end, on November 20, 2014, the City directed its City Manager to negotiate directly with NMMA for the production of the Boat Show on the Property. Thereafter, on January 8, 2015 the Miami City Commission (the “City Commission”) voted and approved a resolution to enter into a License Agreement with NMMA to use the Property for the Boat Show commencing in early 2016 (“License Agreement”) (true and correct copies of the Agenda Item Summary, Resolution and Draft License Agreement are attached hereto as **Composite Exhibit A** and incorporated herein).

6. Pursuant to the express terms of the License Agreement, as originally drafted and approved by the City of Miami, NMMA was required to agree and acknowledge that NMMA's records would be "public records" subject to the Act and that the public would have access to all documents, records and reports maintained and generated pursuant to the License Agreement, as required by Fla. Stat. § 119.0701.

7. Specifically, paragraph 35 of the License Agreement as originally drafted, stated:

Licensee understand that the public shall have access, at all reasonable times, to City contracts and all documents, records and reports maintained and generated pursuant to this License, pursuant to the provisions of Chapter 119, Florida Statutes, as amended, including compliance with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records" and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

8. On April 10, 2015 the Village requested that NMMA produce public records related to the License Agreement, but NMMA has expressly refused to do so.

9. Subsequent to the Village's request, and after the filing of the original Complaint in this matter, NMMA attempted to immunize itself from the requirements of the Public Records Act by amending the License Agreement so as to improperly nullify NMMA's obligations to comply with the Act (the "Amendment") (a true and correct copy of the Amendment is attached as **Exhibit B** and incorporated herein).

10. The Amendment changed paragraph 35 of the License Agreement as follows:

Licensee understand that the public shall have access, ~~at all reasonable times,~~ to City contracts and all documents, records and reports maintained by the City which are and generated pursuant to this License, ~~pursuant to~~ in accordance with the provisions of Chapter 119, Florida Statutes, as amended, ~~including compliance with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records" and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.~~

11. This action seeks to force compliance with the Act and compel production of the requested documents so that the circumstances surrounding the License Agreement, and the efforts of NMMA to develop City-owned property, can be brought into public light.

12. A cursory review of the “License Agreement” reveals that the agreement entails much more than merely a license to use the City’s land. This is a complex contract involving many obligations running in both directions, but at its core this is a contract for services on public waterfront property. The NMMA is providing development services by furthering the City’s interest in transforming the Property into a commercial event and exhibition venue to support the Boat Show and future commercial events to support the Boat Show. (License Agreement, ¶ 21.) To achieve that end, the City is obligated to spend upwards of \$16,000,000 in infrastructure, paving a substantial portion of the property, adding electricity, broadband internet services, and other utilities. (Ex. “D” to License Agreement.)

13. On or around July 6, 2015, the City and NMMA entered into a Second Amendment to the Revocable License that altered the responsibilities of the parties under the License Agreement and expanded the Boat Show’s occupation of the Property (the “Second Amendment”). A copy of the Second Amendment is attached as **Exhibit “C”** and incorporated herein. The Second Amendment commits additional funds for utilities on the Property and recites that “due to the large financial contribution by Licensee to upgrade the electrical utilities at the Property, should there be a non-City sponsored event where a commercial contractor is utilizing the electrical grid paid for by Licensee, the City would negotiate an appropriate fee to be paid to Licensee for use of the electrical utilities.” Ex. C, Second Amendment.

14. Furthermore, the NMMA and the City have agreed to work together to further permit applications related to the property and the City has agreed to secure “the necessary upland

permits” on behalf of the NMMA. (License Agreement ¶ 5.) All improvements that NMMA makes to the Property become vested in the City, and therefore they are being done on the City’s behalf. (License Agreement ¶ 22.)

15. All conditions precedent to the filing of this lawsuit have occurred, have been waived, or have been satisfied as a matter of law.

16. The Village has retained the undersigned law firm for the purpose of bringing and maintaining this action, and it is obligated to pay a reasonable fee for counsel’s services and for the costs of bringing the action. Section 119.12, Florida Statutes, provides for an award of attorney’s fees when records are successfully sought from an entity that refuses to produce them.

PARTIES, JURISDICTION AND VENUE

17. The Village is a municipal corporation organized under Florida law and is located in Miami-Dade County.

18. NMMA is a Delaware corporation authorized to do business in Miami-Dade County and which regularly conducts business in Miami-Dade County.

19. This Court has jurisdiction over this matter pursuant to both §§ 26.012 and 119.11, Florida Statutes.

20. Venue is appropriate in Miami-Dade County pursuant to § 47.011, Florida Statutes.

COUNT I COMPLIANCE WITH PUBLIC RECORDS ACT

21. The Village incorporates and re-alleges the allegations set forth in paragraphs 1 through 20.

22. On April 10, 2015, the Village transmitted its request for public records pursuant to the Act to NMMA. A copy of said request is attached hereto as **Exhibit D**.

23. In its request, the Village requested the following public records:

- a. All records related to NMMA's proposed use of the Property pursuant to the License Agreement and for the purpose of presenting a boat show, including site plans, engineering, and parking;
- b. All correspondence between the City and NMMA related to City funds that will be used for the development of the Property for the purpose of presenting the boat show, including installation of utilities;
- c. All records related to profit-sharing between NMMA and the City pursuant to the License Agreement and the presentation of a boat show on the Property, including income related to the presentation of the boat show, parking or any other joint-venture with the City;
- d. All records related to the environmental impact of the boat show on the Marine Stadium basin and the Biscayne Bay Aquatic Preserve, and any proposed mitigation as outlined in the License Agreement;
- e. All correspondence between the City and NMMA related to the number of years that the City has agreed to allow NMMA to use the Property for the purpose of presenting a boat show;
- f. All correspondence between the City and NMMA related to the "occupancy and use period" of the Property, as outlined in Paragraph 6 of the License Agreement and for the purpose of presenting a boat show;
- g. All correspondence between the City and NMMA related to the "use of best efforts...to conduct subsequent Shows for future five day periods encompassing President's Day weekends through and inclusive of President's Day," pursuant to Paragraph 6 of the License Agreement;
- h. All records related to the presentation of a boat show on the Property in 2020, 2021 and 2022;
- i. Any and all permit applications or requests for approvals related to the use of the Property, from January 1, 2014 to April 8, 2015;
- j. Any and all permit applications, correspondence, or requests for approvals to the Florida Department of Environmental Protection ("DEP"), Miami-Dade Department of Environmental Resource Management ("DERM"), or the City

related to the use of the submerged lands in the basin adjacent to the Property, pursuant to Paragraphs 3 and 9 of the License Agreement;

- k. All site plans and engineering plans related to dock construction in the basin adjacent to the Property;
- l. All records, opinions and correspondence between the City and NMMA that mention or relate to the restriction in the March 12, 1963 deed of the Property from Miami-Dade County to the City of Miami (the "1963 Deed") that the Property shall be used and maintained for the operation of a "marine stadium and allied purposes only" (the "1963 Deed Restriction").

24. On April 17, 2015, NMMA responded to the public records request in writing and expressly declined to produce any public records. A copy of NMMA's response is attached hereto as **Exhibit E**.

25. Inasmuch as the NMMA is a corporation that has entered into a contract for services with a public agency and is acting on behalf of a public agency, the records are subject to disclosure under the Act, including pursuant to § 119.0701, Florida Statutes.

26. The requested documents are not subject to any exceptions to the Act.

27. Accordingly, NMMA is obligated to produce the requested documents.

28. The Village is entitled to the requested documents as a matter of law.

29. Pursuant to § 119.11, Florida Statutes, the Village is entitled to an expedited hearing compelling the production of the requested documents.

WHEREFORE, the Village of Key Biscayne, Florida demands a judgment in its favor: (a) determining that the National Marine Manufacturers Association must comply with Florida's Public Records Act with respect to the Village's request, and with respect to any request from the public, related to the License Agreement or the Boat Show; (b) ordering the National Marine Manufacturers Association to respond to the Public Records Act requests received within twenty-four hours of the judgment; (c) awarding the Village of Key Biscayne, Florida its attorneys' fees

CASE NO. 15-009160-CA-01 (11)

and costs, pursuant to § 119.12, Florida Statutes, incurred in bringing this action; and, (d) awarding such other relief and equitable adjustments as the Court deems warranted.

Dated: October 27th, 2015

Respectfully submitted,

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By: /s/ John K. Shubin
John K. Shubin, Esq.
Florida Bar No. 771899
Ian E. DeMello, Esq.
Fla. Bar No. 105097

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via electronic mail this 27th day of October, 2015 as follows:

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Counsel for Defendant NMMA

/s John K. Shubin

Attorney

COMPOSITE
EXHIBIT

A



AGENDA ITEM SUMMARY FORM

FILE ID: 14-01271

Date: 12/22/14

Requesting Department: Dept. of Real Estate & Asset Mgmt.

Commission Meeting Date: 1/8/15

District Impacted: 2

Law Department Matter ID No. 14-2841

Type: [X] Resolution [] Ordinance [] Emergency Ordinance [] Discussion Item [] Other

Subject: Resolution authorizing Revocable License to National Marine Manufacturer's Association for the Miami International Boat Show.

Purpose of Item:

Resolution authorizing the issuance of a Revocable License to National Marine Manufacturer's Association for the purposes of presenting the Miami International Boat Show at property located on Virginia Key, more particularly the areas surrounding the Miami Marine Stadium.

Background Information:

See attached supplement.

Budget Impact Analysis

- YES Is this item related to revenue?
NO Is this item an expenditure? If so, please identify funding source below.
General Account No:
Special Revenue Account No:
CIP Project No:
NO Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

Start Up Capital Cost:
Maintenance Cost:
Total Fiscal Impact: \$

Final Approvals (SIGN AND DATE)

CIP
If using or receiving capital funds
Grants

Purchasing

Chief

Budget

Risk Management

Dept. Director

City Manager

SUPPLEMENTAL PAGE

Subject: Resolution to negotiate and execute a Revocable License between the City of Miami ("City") and National Marine Manufacturer's Association Inc., ("Licensee"), for the Miami International Boat Show ("Show") at Virginia Key.

Background Information:

The City is the owner of the real property Virginia Key that includes the upland and submerged lands collectively the ("Property").

National Marine Manufacturer's Association Inc., ("Licensee") is engaged in the business of presenting both national and international boat show events representing more than one thousand four hundred (1,400) companies involved in various productions used by recreational boaters and is dedicated to creating, promoting, and protecting a safe and productive environment in which its members can achieve financial success through excellence in manufacturing, selling and servicing their customers. The Licensee desires to use a portion of the Property to present to the public and operate the Miami International Boat Show ("Show").

The City and Licensee (the "Parties") desire and intend to enter into a Revocable License ("License") for the use of the Property. This License is not assignable, is not for a fixed term and is terminable or revocable at-will by the City Manager and without the consent of the Licensee. In addition, the License does not transfer an interest, a right to use for any general purpose, or any right to exclude the City from any right, in real property including any leasehold interest in real property owned by the City. This License permits only certain, enumerated, specific and listed permitted uses and does not permit anything other than the permitted uses defined in the License.

In exchange for the License the Licensee shall pay an annual payment of approximately one million one hundred thousand (\$1,100,000.00) dollars ("Use Fee") and fifty percent (50%) of the income resulting from any and all food and beverage concessions at the Boat Show or any off-site properties, to the City.



City of Miami

Legislation

Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 14-01271

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A REVOCABLE LICENSE ("LICENSE"), IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI ("CITY") AND NATIONAL MARINE MANUFACTURER'S ASSOCIATION INC., A DELAWARE NOT-FOR-PROFIT CORPORATION, FOR THE USE OF A PORTION OF VIRGINIA KEY UPLAND AND SUBMERGED LANDS (COLLECTIVELY, THE "PROPERTY"), TO BE USED FOR THE PURPOSES OF PRESENTING TO THE PUBLIC THE MIAMI INTERNATIONAL BOAT SHOW ("BOAT SHOW") AND ITS RELATED ACTIVITIES AT AN ANNUAL PAYMENT OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) AND FIFTY PERCENT (50%) OF THE NET INCOME RESULTING FROM ANY AND ALL FOOD AND BEVERAGE CONCESSIONS AT THE BOAT SHOW, OR ANY PARTICIPATING OFF-SITE PROPERTIES WITH THE TERMS AND CONDITIONS MORE PARTICULARLY DESCRIBED IN THE LICENSE; FURTHER AUTHORIZING THE CITY MANAGER TO MAKE NON-SUBSTANTIVE AMENDMENTS TO SUCH LICENSE AS NEEDED, SUBJECT TO THE CITY ATTORNEY'S APPROVAL.

WHEREAS, the City of Miami ("City") is the owner of the real property of Virginia Key, that includes the upland and submerged lands (collectively, the "Property"); and

WHEREAS, the National Marine Manufacturer's Association, Inc., a Delaware not-for-profit Corporation ("Licensee"), is engaged in the business of presenting both national and international boat show events, representing more than one thousand four hundred (1,400) companies involved in various productions used by recreational boaters, and is dedicated to creating, promoting, and protecting a safe and productive environment in which its members can achieve financial success through excellence in manufacturing, selling, and servicing their customers; and

WHEREAS, the Licensee desires to use a portion of the Property, for certain specified days set forth in the License, to present to the public and operate the Miami International Boat Show ("Boat Show"); and

WHEREAS, the Boat Show will celebrate its 75th anniversary in 2016, and for over 45 years has been produced in the area of Miami, Florida; and

WHEREAS the Boat Show generates over \$600,000,000.00 in annual economic benefit to South Florida; and

WHEREAS, more than 1,500 businesses that call Miami, Florida home depend upon the Boat Show, and Florida businesses sell more than \$300,000,000.00 of products at the Boat Show; and

WHEREAS, the Boat Show is the premiere gathering place for more than 100,000 boaters, fifty percent (50%) of whom travel to the Boat Show from outside Florida, and ten percent (10%) of whom travel from outside the United States; and

WHEREAS, an estimated 45,000 workers prepare the Boat Show, in order to unveil the latest and most innovative in boating products; and

WHEREAS, the Boat Show fills 200,000 hotel room nights; and

WHEREAS, the Boat Show provides the equivalent of 6,500 full time jobs;

WHEREAS, the City and Licensee desire and intend to enter into a Revocable License ("License") for the use of the Property; and

WHEREAS, this License is not assignable, is not for a fixed term, and is terminable or revocable by the City at-will; and

WHEREAS, this License is revocable at-will by the City Manager and without the consent of the Licensee; and

WHEREAS, this License does not transfer any interest in real property, including any leasehold interest in real property owned by the City; and

WHEREAS, this License permits only certain, enumerated, specific, and listed permitted uses on specified dates, and does not permit anything further;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The City Manager is authorized⁽¹⁾ to execute a License, in substantially the attached form, with Licensee, for the use of a portion of the Property, to be used for the purposes of presenting to the public the Boat Show, and its related activities at an annual payment of one million one hundred thousand dollars (\$1,100,000.00), and fifty percent (50%) of the net income resulting from any and all food and beverage concessions at the Boat Show or any participating off-site properties, with the terms and conditions more particularly described in the License.

Section 3. The City Manager is further authorized⁽¹⁾ to make non-substantive amendments to such License as needed, subject to the City Attorney's approval.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.⁽²⁾

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MÉNDEZ
CITY ATTORNEY

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission

REVOCABLE LICENSE

ISSUED BY THE

CITY OF MIAMI

TO

NATIONAL MARINE MANUFACTURER'S ASSOCIATION

("NMMA")

FOR THE USE OF A PORTION OF PROPERTY

LOCATED AT VIRGINIA KEY UPLAND AND SUBMERGED

LANDS

MIAMI, FLORIDA

REVOCABLE LICENSE

This Revocable License ("License") is entered this _____ day of _____, 2015, ("Effective Date") by and between the City of Miami, a municipal corporation of the State of Florida (the "City"), and National Marine Manufacturer's Association Inc. ("Licensee"), a Delaware not-for-profit corporation with its principal place of business at 231 South LaSalle Street, Suite 2050, Chicago, Illinois 60604.

RECITALS

WHEREAS, the City is the owner of the real property Virginia Key that includes the upland and submerged lands collectively the ("Property"); and

WHEREAS, the licensee is engaged in the business of presenting both national and international boat show events, representing more than one thousand four hundred (1,400) companies involved in various productions used by recreational boaters, and is dedicated to creating, promoting, and protecting a safe and productive environment in which its members can achieve financial success through excellence in manufacturing, selling and servicing their customers; and

WHEREAS, the Licensee desires to use a portion of the Property to present to the public and operate the Miami International Boat Show ("Boat Show"); and

WHEREAS the Boat Show will celebrate its 75th anniversary in 2016 and for over 40 years has been produced in Miami; and

WHEREAS the Boat Show generates over \$600,000,000 in economic benefit to South Florida each year; and

WHEREAS 1,500 businesses that call Miami home depend upon the Boat Show, and Florida businesses sell more than \$300,000,000 of product at the Boat Show; and

WHEREAS the Boat Show is the premiere gathering place for more than 100,000 boaters, 50% of whom travel to the Boat Show from outside Florida and 10% of whom travel from outside the United States; and

WHEREAS an estimated 45,000 workers prepare the Boat Show to unveil the latest and most innovative new boating products; and

WHEREAS the Boat Show fills 200,000 hotel room nights; and

WHEREAS the Boat Show provides the equivalent of 6,500 full time jobs; **WHEREAS**, the City and Licensee ("the Parties") desire and intend to enter into a Revocable License for the use of a portion of Virginia Key upland and submerged lands, Miami, Florida; and

WHEREAS, this License is not assignable; and

WHEREAS, this License is revocable at-will by the City Manager and without the consent of the Licensee pursuant to the notice provisions of Section 18 herein as applicable; and

WHEREAS, this License does not transfer an interest, a right to use for any general purpose, or any right to exclude the City from any right in real property, including any leasehold interest in real property owned by the City; and

WHEREAS, this License does not convey, confer or transfer a right to use any real property for any general purposes; and

WHEREAS, this License does not convey, confer or transfer any right to exclude the City from any real property; and

WHEREAS, this License permits only certain, enumerated, specific and listed permitted uses and does not permit anything further; and

WHEREAS, the Parties jointly and voluntarily stipulate as to the accuracy of these recitals;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated and made a part of this License.

2. Definitions.

- a) "City Manager" is the City Manager for the City of Miami.
- b) "City" shall mean the City of Miami, a Florida municipal corporation, for purposes of this License in day to day decisions the City shall mean the "City Manager," unless a different City body or official is specifically designated in this Agreement.
- c) "Board of Trustees for Internal Improvements Trust Fund" (hereinafter "TIITF") shall refer to the state agency that owns state-owned lands and administers these state owned lands through its administrative agency, the State of Florida Department of Environmental Protection ("DEP").
- d) "DEP" shall mean the State of Florida Department of Environmental Protection, which is the government agency overseeing the administration of state-owned submerged lands on behalf of TIITF.
- e) "Director" shall mean the Director of the City of Miami's Department of Real Estate and Asset Management.
- f) "Effective Date" of this License is the date of execution of the License by the rest of the Parties.
- g) "Environmental Laws" means all applicable requirements of federal, state and local environmental, public health and safety laws, regulations, orders, permits, licenses, approvals, ordinances and directives, including but not limited to, all applicable requirements of: the Clean Air Act; the Clean Water Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Occupational Health and Safety Act; the

Toxic Substances Control Act; the Pollutant Discharge Prevention and Control Act; the Water Resources Restoration and Preservation Act; the Florida Air and Water Pollution Control Act; the Florida Safe Drinking Water Act; and the Florida Environmental Reorganization Act of 1975.

- h) "Force Majeure" means an event whereby the Property, or any portion thereof, shall be destroyed or damaged, as a result of any event beyond human control, including but not limited to acts of national security, national emergency acts of God, war, acts of threats of terrorism, Government regulation, strikes (other than strikes of Licensee's employees), fire or other natural calamity, disorder, civil disobedience, curtailment of transportation facilities or service, or any occurrence which makes it inadvisable, illegal, or impossible for Licensee to perform its obligations under this License.
- i) "Gross Receipts" shall mean all revenue received by the Licensee derived directly from business operations located on, consummated, initiated or concluded on or at the Property, including business made or performed by means of maritime vessels or mechanical or other vending devices, whether such sales shall be credit or cash sales or otherwise. Gross Receipts shall be reduced by: (i) cash or credit refunds for returned merchandise provided said amounts had been previously included as part of Gross Receipts; (ii) amount of any sales or excise tax levied upon any sales, rentals and/or services rendered and payable to the appropriate governmental authority; (iii) exchanges of merchandise between different locations of Licensee; (iv) gratuities paid to employees; and (v) interest earned on Licensee's deposit accounts, earnings or profits on Licensee's investments, and similar passive or investment income of Licensee; (vi) sales by other vendors for which the sales proceeds is not distributed in whole or in part by the vendor to the Licensee (i.e. sale of a vessel in which no payment in any manner, including, without limitation, a

percentage or a commission is paid to the Licensee but rather the sales proceeds is retained by the Vendor).

- j) "Income" shall have the meaning ascribed to it in Section 4C.
- k) "License Period" shall mean the period of time from twenty one (21) days prior to the start to fourteen (14) days after the end of the Boat Show.
- l) "Parking Income" shall have the meaning ascribed to it in Section 24.
- m) "Percentage Fee" shall have the meaning ascribed to it in Section 7A.
- n) "Permitted Uses" shall mean the occupancy and use of the Property for the following primary and ancillary uses as further defined in Exhibit "F", which complies with the Miami 21 Zoning Code. Specifically this involves the presentation of the MIAMI INTERNATIONAL BOAT SHOW and its affiliated components ("Boat Show").
- o) "Property" shall mean approximately twenty three (23) acres of upland and twenty six (26) acres of submerged lands owned by the City located at Virginia Key, Miami, Florida, as more particularly described in Exhibit "A" encompassing the areas surrounding the Marine Stadium and the City-owned property located on the east side of the Miami-Dade County Water & Sewer Department (WASD) Treatment plant.
- p) "Security" has the meaning ascribed to it in Section 8.
- q) "Submerged Lands" shall mean the water basin abutting the City-owned upland portion of Virginia Key, Miami, Florida.
- r) "Submerged Lands Area" shall refer to any demarcated water area, should they become available, abutting the Property and proposed for commercial and/or public use by the Licensee and/or its patrons.
- s) "Use Fee" shall have the meaning as set forth in Section 7A.

3. Permitted Uses.

Subject to existing zoning and other governmental restrictions and the issuance of this License, this License authorizes the Licensees to occupy and use the Property for the

Permitted Uses, as defined in Section 3 hereof.

Licensee shall operate, manage, supervise and administer activities for its use of the Property as an independent contractor and not as an employee of the City. Licensee may request written consent from the City Manager or his/her designee to use the Property for any other use, but shall not be authorized to use the Property for that use until Licensee has received the written consent of the City Manager or his/her designee, which consent may be conditioned or withheld in the sole discretion of the City Manager or his/her designee.

The Property shall be used and occupied by the Licensee solely for the purposes of presenting the Boat Show, selling, using or displaying any goods and/or products related to the Boat Show (such as boats, engines, marine accessories and products that have a marine application), including those goods, services, products and supplies used in, or which service, the marine industry and recreational boating on, to, or from the Property, and to grant to third parties the right to sell, use or display any goods or products on, to, or from the property (collectively, the "Permitted Uses").

Subject to all applicable zoning ordinances, Licensee shall at all times, have the right to promote, advertise and display within the Property during the Boat Show: (i) the goods and products and the name and logo of any third party with whom Licensee has entered into any agreement relating to the sale and use of such products by Licensee on or from the Property; (ii) the goods and products and the name and logo of any sponsor of the Show; and (iii) the name and logo of any charity organization with which Licensee is associated.

All products, displays, goods, and advertisements are permitted, subject to the approval of the City Manager or designee which approval shall not be unreasonably withheld. Licensee will provide to the City prior to the occupation of the Property, to be attached in Exhibit "F" the following: (i) a current listing of the category of goods and products to be sold, used or displayed on the Property during the Show; and (ii) the current list of all sponsors of the Show that will be promoted, advertised or displayed on the Property during the Show respectively. The City Manager has approval, or shall have

approved such lists prior to the use of the Property. Licensee shall provide to the City at least thirty (30) days prior to the beginning of the Show, Exhibit "F" of all additional sponsors of the Show that will be promoted, advertised or displayed on the Property during the Show. Within five (5) business days from receipt of Licensee's list of sponsors, the City Manager shall approve or disapprove such list and confirm the terms and conditions of the City's sponsorship agreements or any other City agreements or applicable law that prevents Licensee from: i) selling, using or displaying these goods and products; or ii) promoting, advertising or displaying such sponsors on the Property during the Show. If the City Manager does not disapprove the list(s) within five (5) business days of receipt of same, said list will be deemed approved for purposes of this Section 3 of Permitted Uses.

Should the Licensee require the use of the Submerged Lands abutting the Property for its activities for a water-dependent commercial use, the Licensee shall apply and City shall, at no cost or expense to the City, assist with any required applications to TITF/DEP for a Temporary Use Agreement ("TUA") and Submerged Land Lease for the benefit of the Licensee. The Licensee shall be required to pay for all costs, fees, and expenses associated with the application to TITF/DEP for a pass-through TUA and Submerged Land Lease ("DEP Lease") to the City, including but not limited to survey fees required to identify and demarcate the proposed Submerged Lands Area according to DEP survey standards, TITF/DEP back fees, if any, TUA and Submerged Land Lease application fees and annual DEP lease fees. The use of the Submerged Lands Area of the Property is subject to the approval of TITF/DEP for a Temporary Use Agreement and/or Submerged Lands Lease to the City, as applicant and shall be subject to any restrictions set forth by TITF/DEP for the use of said Property, as more particularly described in prospective Exhibit "C" attached hereto to be incorporated and made a part hereof.

Licensee will be responsible for dock construction within the basin, as well as securing all required permits necessary for the construction and performing any mitigation required by permitting agencies. Licensee will also be responsible for the prompt removal of the dock and any restoration that may be required by the City or

permitting agencies after the last day of the Boat Show. The City will be responsible for all site work performed on the upland, and securing the necessary upland permits (excluding those related to alcoholic beverages).

Licensee will be responsible for cost of all city-related services provided within the Boat Show footprint and adjacent areas, inclusive of any off-site properties (i.e. Rusty Pelican, Whiskey Joes etc., et. al.) that are needed or otherwise used to support an event of this magnitude with regard to off-duty law enforcement, fire-rescue personnel, and solid waste services to haul away solid-waste on a regular basis from designated garbage areas (large open-top bins). Licensee will be responsible for hiring a security firm and janitorial company to provide all necessary personnel to perform customary services. Licensee will be allowed to secure access to the basin adjacent to the Marine Stadium during the Show to provide security for vessels at the temporary dock.

4. Manner of Property Use.

Licensee's use of the Property is non-exclusive and Licensee acknowledges and agrees to abide by the terms and obligations as set forth in the services to be provided, the manner of operation, use areas and maintenance and utility obligations, provided however, the City agrees not to enter into another License or other similar Agreement on this Property that would interfere with or disrupt Licensee's ability to operate on the Property and/or the Submerged Lands Area so long as this License is in effect.

No other City lessee or licensee may use space on the property in competition with the Boat Show during the five (5) days of the Boat Show event.

The Licensee will be allowed to use the property for the purpose of conducting the Show for a five (5) day period encompassing President's Day Weekend. Admission by the public to The Boat Show shall be no earlier than 10:00 am and no later than 8:00 pm on the designated Show dates (Thursday through Monday of President's Day weekend on any given year). Exhibitors and Contractors may enter the Property beginning at 6:00 am. NMMA Staff will have 24 hour access to Show Property during the License Period. Licensee will ensure that individuals who have boats docked in the

various marinas throughout the Property will have full access to their boats before 9:00 am and after 8:15 pm on the days of the Boat Show. Marina customers will have full access to their boats during all operational hours of the marinas during the Setup and Takedown periods.

The Licensee will be permitted access to the Property to set up and erect necessary equipment up to twenty one (21) days before the commencement of the Show. The Licensee will be permitted access to the Property to remove and take down equipment up to fourteen (14) days after the final date of the Show. If necessary, additional time may be provided subject to City Manager approval, which shall not be unreasonably withheld. If additional time is required by NMMA, NMMA will have to work around any events that the City may have scheduled to avoid impacting City revenues, or may otherwise compensate the City for impacted revenues. The City will not unreasonably restrict access to NMMA for Setup. The Licensee has no right to access the Property at any other time or date.

To the maximum extent possible, deliveries of containers, equipment, vessels, etc. for the show shall be taken to the staging area which is the portion of the Property located east of the Water and Sewer Department (WASD) Treatment facility. During the Setup and Takedown periods, freight trucks for pre-shipped items to the staging area will be restricted to the hours between 8:00 pm and 6:00 am so as to minimize traffic disruptions on Rickenbacker Causeway. The Licensee will be required to hire off-duty law-enforcement officers as determined by the City to help minimize traffic disruptions. Containers, equipment, vessels, etc. will be released from the staging area and moved to the exhibition space area (areas adjacent to the Marine Stadium) in a manner that does not disrupt traffic on the Rickenbacker Causeway.

A. Reduction of Property Licensed.

Licensee may reduce the Property licensed or needed provided that the City Manager receives prior written notice no less than twelve (12) months prior to the event date outlining the reduction in space requested and is allowed to release,

relicense, remarket, and or provide the space for another user willing to pay or generate the same or higher Use Fee. In the event of such conditions are met, the City shall credit the Licensee for all Use Fees that are paid by subsequent Licensee. Otherwise, Licensee will be responsible for full payment of all required Use fees.

B. Reduction of Upland Space.

The City may at its sole discretion, reduce the space provided for the Boat Show by providing written notice to Licensee no less than twelve (12) months prior to the event date without penalty to Licensee. To the extent the Boat Show's upland space is reduced by more than ten percent (10%) around the marine stadium subject to prior twelve (12) months written notice, the Use Fee will be reduced proportionately. A reduction of 10% or less of upland space around the marine stadium will have no effect on the Use Fee. Further, to the extent the reduction of space materially or adversely impacts the ability to conduct the show because it is more than ten percent (10%) contiguous area around the marine stadium in the determination of the Licensee, Licensee shall have the ability to terminate this Agreement without liability to the City by giving notice in the manner specified in Section 33.

C. Concessions, Food & Beverage, Novelties, Marketing, Private Sector Sales.

Any and all income received from any Concessions, or any sales at the Boat Show, whether at the Property or adjacent off-site properties (i.e. Rusty Pelican, Whiskey Joes, etc.) during the Boat Show dates (including Setup and Takedown dates), Food & Beverage vendors, novelties, sales percentages, markups or sales percentages from any restaurant vendors or operators, any marketing sales or any other private sector sales as a result of the Boat Show shall be divided evenly, fifty percent (50%) to each Licensee and Licensor. Income shall be defined as any net profits received by the City after any costs incurred are paid including, but not

limited to, payment transaction fees, attendants, and any cost incurred in the sales are paid at the Property or on Rickenbacker Causeway, any fees due to concession operators or concession owners are paid, and any percentage owed to outside third parties are paid to their respective operators ("Income").

D. Dispensing of Alcoholic and Non-alcoholic Beverages.

The City of Miami reserves the right to restrict alcohol sales in all City owned properties and/or operated facilities. Subject to the Licensee complying with all requirements, the City Commission has elected to allow for the sale of alcoholic beverages in conjunction with the Boat Show. The City of Miami reserves the right to designate the location of all alcohol vending stations. All required liquor permits shall be filed with the City Manager at least ten (10) days before the commencement of the Boat Show.

- i) No glass bottles are allowed to be dispensed.
- ii) Alcohol sales to the public on the Property must cease one (1) hour prior to the end of the event, with the exception of privately hosted events.

The concessionaire(s), who for purposes of this Section is/are an authorized agent(s) of the Licensee, are jointly and severally responsible for obtaining all applicable alcoholic beverage permits from the State of Florida Alcohol & Beverage Department of Business Regulation. In order to obtain a liquor permit, the Concessionaire must follow the guidelines set forth by the State of Florida and with complying with all State of Florida Licensing, City Code and Zoning Ordinance requirements for dispensation of alcoholic beverages. Those steps include:

- i) Providing City with General Liability and Liquor insurance, subject to the written approval of the City's Risk Manager, whereupon City will provide a zoning letter

- ii) Zoning approval
- iii) Department of Revenue approval
- iv) Obtaining license from Department of ATB
- v) All taxes, related to the sale of alcoholic beverages, are the responsibility of the concessionaire.

E. Alcohol Wrist Band Policy.

All concessionaires vending alcoholic beverages in City operated facilities will be required to use wristbands to identify consumers of legal age. Failure to comply with this rule, whether by the concessionaire or their representative, may result in the immediate cancellation of alcohol sales. Concessionaires are required to provide wristbands. If concessionaire fails to provide wristbands, the bands will have to be purchased from City at a cost of ten cents (\$0.10) per wristband.

F. Legal Requirements

Concessionaires, as a condition precedent to vending alcoholic beverages, beer, or wine, must comply with regulatory requirements, all State of Florida, Miami-Dade County, and City requirements, as set forth in the City of Miami City Code and Zoning Ordinance(s).

Additional Expenses.

Under no circumstances will the City be liable for any costs or expenses incurred by Licensee under this License or as a result of its operations or related activities beyond those that are expressly and specifically set forth in this License.

6. Occupancy and Use Period.

There is no stated or expressed term for this License. It has an indefinite term and may be revoked at the will of the City Manager, for convenience and without cause. The Effective Date of this License is the execution date of the License by the last of the

Parties and shall continue until Revocation/ Cancellation at Will by the City Manager, for convenience as provided in Paragraph 19 herein, or terminated by the following:

- a) Termination at will, subject to the notice provisions of Section 33 herein
- b) Termination due to an assignment as provided in Section 17
- c) Termination for cause under Section 19

Not later than one hundred eighty (180) days prior to the use of the Property, the Licensee shall deliver to the City, for the City Manager's approval, which approval shall not be unreasonably withheld, a preliminary site plan setting forth the location of Licensee's installations and equipment on the Property, including, without restriction, the location of the Licensee's tents, ticket box office, concession and food stands, and vans ("Construction Plan Staging"). Final Site Plan shall be due to the City not later than sixty (60) days prior to the use of the Property. The City Manager, or his designee, shall approve or disapprove, which disapproval shall state the reasons within five (5) business days after its receipt. Once approved by the City Manager in writing to the Licensee, the Construction Plan Staging shall be incorporated into and made a part of this Agreement as Exhibit "D". All vehicles required by the Licensee, its consultants, sub consultants, contractors, sub-contractors, vendors, and all other users required for the Show shall at all times during the occupancy period be provided with full uninterrupted access to the Property and have the right to circulate within the Property.

The Licensee shall maintain access for City of Miami emergency vehicles on the Property at all times.

The Licensee will be allowed to occupy the property for the purpose of conducting the Show for a five (5) day period encompassing President's Day Weekend between February 11, 2016 and February 15, 2016. The Parties will use their best efforts, subject to the revocation provisions in Section 18 of this License, to conduct subsequent Shows for future five day periods encompassing President's Day weekends through and inclusive of President's Day.

Notwithstanding the foregoing the parties agree that, if this License is still in effect, within five (5) years of the presentation of the first Boat Show, the administrators of the respective parties will convene a meeting in Miami, Florida to discuss the viability of continuing the Boat Show on the Property and, if it is to continue, whether the terms and conditions applicable to the Boat Show should be modified by agreement of the parties. At any other time if it is the City's intent to terminate the license agreement, the City will provide three hundred (300) days written notice.

7. Fees.

A. Use Fee.

In consideration of this License, Licensee shall pay to the City an amount equal to One Million One Hundred Thousand Dollars (\$1,100,000.00) ("Use Fee"), plus fifty percent (50%) of the Income as defined in Section 4C and Parking Income as defined in Section 24, resulting from any and all food and beverage concessions and/or parking at the Boat Show or any adjacent off-site properties ("Percentage Fee") per year, plus State of Florida Sales and Use Tax, and any similar State or County levies or impositions, payable in the manner set forth in Section 7(D) below for the use of the Property. Subject to compliance with applicable laws, approvals and regulations, the Parties shall use their best efforts for the Boat Show's production on the Property in future years. Should the Boat Show occur in the future on the Property, the Use Fee shall be increased on an annual basis by the greater of three percent (3%) or CPI adjustment, whichever is greater. The Licensee will provide a financial report detailing all the Gross Receipts, profit and losses, and all related accounting for all food and beverage concessions which shall be signed and certified to be complete and correct by an officer of Licensee. Gross Receipts and Concession Income or Income as defined in Sections 4C and Parking Income as defined in Section 24 may be subject to audit by the City as described in Section 14. Any intentional misstatement of any financial reporting, including, but not limited to Gross Receipts, Income and

Parking Income will constitute a default under this Revocable License. Payments for the Percentage Fee as applicable will become due sixty (60) days after the last day of the Boat Show.

B. Boat Show Pre-Payment for City Services.

City expressly reserves the right to require the Licensee to pay for all estimated expenses, as well as the City of Miami required services, prior to event load-in. Payment must be remitted no later than seven (7) business days prior to event load-in, in immediately available funds payable to the City of Miami.

C. Condition of Property/Damage Deposit.

City expressly reserves the right to collect a damage deposit ("Damage Deposit") for all Shows and to set the amount of that deposit on a Show-by-Show basis. City will survey the property for damages within five (5) business days after event and if damage is found, City will advise the promoter of any additional charges.

Upon execution of License, Licensee shall furnish the City with a One Hundred Thousand Dollar (\$100,000.00) Damage Deposit in the form of a money order, cashier's check, company check, or cash. At the end of the event or upon earlier termination of this Agreement, Licensee shall remove from the Property all tents, equipment and other personal property placed by it on the Property and return the Property to the City in the same condition in which it was when Licensee first entered the Property, except for normal wear and tear, damage to ground surface except as provided for in this paragraph, and any destruction of the Property occasioned by an event of force majeure (as defined in Section 2(h)above). However, before the last day of the License, any and all materials, objects and/or liquids, fluids, vessels, storage containers, and/or spills shall be removed and cleaned, all holes, trenches in the paving shall be filled by Licensee

and any protuberances (such as "speed bumps") made by Licensee shall also be removed from the paving.

Before the first day of move in and the day after the last scheduled date of move out, a duly authorized representative of the City and of Licensee shall together inspect the Property to evaluate and note the state of the Property. After the second inspection, both representatives shall establish in writing any repair to be done by Licensee, the time schedule to perform such work and the inspection date of such work. In the event repairs or work is required to return the Property to the condition it was prior to Licensee's entry upon it, the amount of the deposit shall be applied toward the payment of necessary repairs or work. In the event the amount necessary to repair the damages exceeds the Damage Deposit, Licensee agrees to pay the balance to the City, upon the City's request. If the City is satisfied with the return condition of the Property, the City agrees to sign the release form attached as Schedule "C" hereto. In the event the deposit has not been entirely used by The City to repair damages to the Property, the balance of the Damage Deposit shall be reimbursed to Licensee not later than thirty (30) business days after the termination of the Show.

In the event that Licensee fails to remove any personal property, equipment and fixtures from the Property within twenty-four (24) days following the close of the Boat Show, then said property shall be deemed abandoned and thereupon shall become the sole personal property of the City. The City, at its sole discretion and without liability, shall remove the same and Licensee shall reimburse the City for all costs associated with such removal and disposal within ten (10) business days following such removal.

D. Payment of Use Fee.

Licensee shall pay to the City the Use Fee plus State of Florida Use Tax, if applicable, within the time provided in Section 7 for the license in accordance with the schedule in Exhibit G.

Payments of the Use Fee, as applicable shall be made payable to "City of Miami" and shall be mailed to 444 S.W. 2nd Avenue, 3rd Floor, Department of Real Estate and Asset Management, Miami, Florida 33130, or such other address as may be designated in writing from time to time from the City Manager or his/her authorized designee.

8. Security Deposit.

Simultaneously with the execution of this License, the Licensee shall deposit with City a Security Deposit in the amount of Twenty Five Thousand Dollars (\$25,000.00) as guarantee for the full and faithful performance by Licensee of all obligations of Licensee under this License or in connection with this License ("Security").

If Licensee is in violation beyond any applicable notice or cure period, the City may use, apply or retain all or any part of the Security for the payment of (i) any fee or other sum of money which Licensee was obligated to pay but did not pay, (ii) any sum expended by City on Licensee's behalf in accordance with the provisions of this License, or (iii) any sum which City may expend or be required to expend as a result of Licensee's violation. Should the City use, apply or retain all or any part of the Security, Licensee shall reimburse the amount used, applied or retained within thirty (30) days of the City's application of the Security. The use, application or retention of the Security or any portion thereof by the City shall not prevent the City from exercising any other right or remedy provided for under this License or at law and shall not limit any recovery to which the City may be entitled otherwise.

Provided Licensee is not in violation of this License, the Security or balance thereof, as the case may be, shall be returned to Licensee not later than ten (10) business days after the end of the Boat Show or upon the date after which Licensee has vacated the Property in the same condition or better as existed on the Effective Date, ordinary wear and tear excepted. Upon the return of the Security (or balance thereof) to the Licensee, the City shall be completely relieved of liability with respect to the Security. Licensee

shall not be entitled to receive any interest on the Security. As this is a License, the Parties stipulate that Chapter 83, Florida Statutes, does not apply to the Security and this is NOT a Landlord/Tenant Agreement.

9. Annual and Other Submerged Lands Fees.

Should the Licensee apply for a TUA and Submerged Land Lease for the benefit of the Licensee, Licensee shall be obligated to pay an Annual Submerged Lands Fee as determined by TITF/DEP in consideration for the commercial use of the Submerged Lands abutting the Property ("Annual Submerged Lands Fee"). The Annual Submerged Lands Fee shall be due and payable within ten (10) business days of Licensee's receipt of invoice. Unless otherwise instructed by TITF/DEP, said fee shall be payable by the Licensee to the City, and the City shall forward said fee to TITF/DEP. If remitted to the City, Licensee agrees to remit the Annual Submerged Lands Fee to the City's Department of Real Estate and Asset Management ("DREAM"), 444 SW 2nd Avenue, Miami, FL 33130, Attention: DREAM, within ten (10) business days of being billed by the City for the same. Licensee shall further be obligated to submit to the City for remittance to the TITF/DEP any and all documents and reports required by TITF/DEP which may include, but is not limited to, disclosure of any income from wet slips for the Submerged Lands Area.

10. Returned Check Fee.

In the event any check is returned to the City as uncollectible, the Licensee shall pay to the City a returned check fee (the "Returned Check Fee") based on the following schedule:

<u>Returned Amount</u>	<u>Returned Check Fee</u>
\$00.01 - \$50.00	\$20.00
\$50.01 - \$300.00	\$30.00
\$300.01 - \$800.00	\$40.00
OVER \$800	5% of the returned amount.

Such Returned Check Fee shall constitute additional fees due and payable to the City by Licensee, upon the date of payment of the delinquent payment referenced above. Acceptance of such Returned Check Fee by the City shall not, constitute a waiver of Licensee's violations with respect to such overdue amount nor prevent the City from the pursuit of any remedy to which the City may otherwise be entitled. In the event the City must institute a civil suit to collect a returned check, the City shall be entitled to recover a reasonable attorney's fee as provided by Florida Statutes.

11. Late Payments.

Licensee hereby acknowledges that late payment of undisputed charges by the Licensee to the City of the Use Fee and other sums due hereunder will cause the City to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of the Use Fee or any other undisputed sum due from Licensee shall not be received by the City within fifteen (15) days after the date on which such undisputed sum is due; Licensee shall pay to the City a late charge equal to five percent (5%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the City will incur by reason of late payment by Licensee. Acceptance of such late charge by the City shall not constitute a waiver of the Licensee's default with respect to such overdue amount, nor prevent the City from exercising any of its other rights and remedies granted hereunder or at law or in equity. The terms of this Section shall not apply to any charges which are the subject of a good faith dispute which are promptly controverted in writing setting forth all pertinent details by the party seeking to avoid payment. Promptly shall mean within five (5) business days of the due date.

Any amount not paid to the City within fifteen (15) days after the date on which such amount is due shall bear interest at the rate of Eleven and One Half Percent (11.50%) per annum from its due date. Payment of such interest shall not excuse or cure any default by Licensee under this License.

12. Utilities.

Licensee shall pay for all utilities and services, including but not limited to, electricity, water, storm water fees, gas, telephone, telecommunications, garbage and sewage disposal used by Licensee during its occupancy of the Property as well as all costs for installation of any necessary lines and equipment. City, at its sole cost, shall upgrade and install all utilities and separate utility meters required onsite. Licensee, for its use, shall be billed by the City for all such utility services used during the event. In the event that the City is billed for any utility or service that is a result of Licensee's use of the Property, the Licensee shall reimburse such amount to the City within ten (10) business days of notification of the City's receipt of said bill.

The City, acting by and through its City Manager, reserves the right to interrupt, curtail or suspend the provision of any utility services, including but not limited to, heating, ventilating and air conditioning systems and equipment serving the Property, to which Licensee may be entitled hereunder, when necessary by reason of accident or emergency, or for repairs, alterations or improvements in the judgment of the City Manager desirable or necessary to be made or due to difficulty in obtaining supplies or labor, or for any other cause beyond the reasonable control of the City. The work of such repairs, alterations or improvements shall be prosecuted with reasonable diligence.

The City shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Licensee or for any limitation of supply resulting from governmental orders or directives. Licensee shall not claim any damages by reason of the City's or other individual's interruption, curtailment or suspension of a utility service, nor shall the Revocable License or any of Licensee's obligations hereunder be affected or reduced thereby.

13. Taxes.

If Property were to become taxable, Licensee will pay its proportionate share of taxes for the number of days of the event, calculated on a full calendar year of three hundred and sixty five (365) days.

Licensee will be responsible for payment of sales and use taxes, parking surcharges and similar governmental impositions or levies.

14. Sales Records.

All records and accounts including invoices, sales slips, bank statements or duplicate deposit slips, and all other supporting records, shall be available for inspection and audit by the City and its duly authorized agents or representatives during business hours, and shall be maintained in accordance with generally accepted accounting principles. The Licensee shall keep and preserve, or cause to be kept and preserved, said records for not less than thirty six (36) months after the termination of this License. For the same period of time, Licensee shall also retain copies of all sales and tax returns covering its operations at the Property, in its local office of operations, and any other governmental tax or other returns, which show the Licensee's reasonable sales therein, and shall, upon demand, deliver photographic or scanned copies thereof to the City at no cost.

The Licensee will cooperate with the City's internal auditors and/or such other auditors designated by the City in order to facilitate the City's examination of records and accounts. If such examination of records and accounts shall disclose a liability for additional Use Fees in excess of the Use Fees theretofore paid by the Licensee for the period in question, the Licensee shall promptly pay such additional Use Fees. If such examination of records and accounts shall disclose an overpayment of the Use Fees theretofore paid, the City shall promptly credit the excess to the Licensee. However, upon the cancellation or termination of this License, and provided Licensee is not in violation of this License, if such overpayment has not been fully credited by the City, the

City shall pay the Licensee the balance of the outstanding overpayment within thirty (30) days of such cancellation or termination.

15. Licenses, Authorizations and Permits.

Licensee shall obtain, or cause to be obtained, and maintain in full force and effect throughout the term of this License, at its sole expense, all licenses, authorizations and permits that are necessary for Licensee to conduct its Boat Show commercial activities.

Licensee shall be responsible for paying the cost of said applications and obtaining said licenses, authorizations and permits.

A. Vendor Regulations.

The Licensee's lay-out for all food and exhibition areas must be developed in cooperation with the City of Miami Fire Rescue Department to meet all applicable life-safety requirements. There can be no deviation from this plan. Without exception, the Licensee shall fill out and deliver to the City Event Coordinator a complete layout of vendors. This layout is to be delivered seven (7) business days prior to the start of the Show.

1) **NOTE:** Certain vendor equipment (i.e. freezers, refrigerators, blenders, etc.) often require special electrical power needs. Vendors may be required to provide their own generator(s). Please contact the City's Special Events Coordinator at least seven (7) business days prior to the event if vendors will be using equipment that requires electrical power in excess of standard household current (110 volt/16 amps).

2) All food preparation areas require a tent. Subject to City Event Coordinator approval, food carts and self-contained concession stands do not require a tent. Two (2) 10 lb. ABC fire extinguishers are required at each food vendor location. If hot grease or oil is used in food preparation, one (1) 10 lb. 40BC fire extinguisher is required. The vendor/promoter is responsible for

providing all fire extinguishers. All extinguishers will be checked by the Fire Marshal.

3) If cooking oils or grease are used, all waste products must be disposed of in permitted grease traps/containers or in metal containers provided by the City. Metal bins are available for charcoal disposal. Do not dispose of used charcoal on the grass. Place all trash in the barrels provided. Additional trash bags are available upon request. At the close of the event, please leave the full bags behind your location.

4) Do not use frayed or unsafe extension cords.

5) Storage vehicles must be removed from the Property no later than two hours prior to the scheduled start of the event. All vendors are responsible for parking their vehicles off-site. Due to space restrictions, there is no vendor parking on the property.

6) Each vendor shall display a current occupational license with valid signature. Such license shall be visible and clean. Each vendor shall also display food product, vendor's name, and phone number.

7) The Florida Department of Business and Professional Regulation ("DBPR") will have inspectors on-site to collect a temporary license fee. If you are an owner or employee of a licensed, permanent restaurant you may be exempt from this fee. You must provide a copy of the license to the DBPR inspector in order to receive this exemption. All promoters are responsible for contacting the DBPR regarding vending regulations and license fees.

8) City will regularly inspect vendor areas for compliance. Failure to comply will result in loss of damage deposit. Continuing failure to comply will result in permanent termination of the right to vend in all City facilities.

B. Location Releases.

The City will execute and provide to Licensee, forthwith upon demand by Licensee and without any fee or charge to Licensee, all "location releases" and similar authorizations as may be required from time to time by Licensee in order to

allow audiovisual television or film producers to film the Property or any Show to be performed on the Property.

16. This License Confers No Exclusive Possession of the Property.

This License confers no exclusive possession of the Property, provided however, the City agrees not to enter into another License or any other similar Agreement on this Property that would interfere with Licensee's ability to operate for the Permitted Uses on the Property and/or the Submerged Lands Area so long as this License is in effect. This will not be construed to prevent the Licensee from restricting access to the Boat Show. The Licensee cannot exclude the City from the Property.

The City agrees not to use or Permit others to use the Property and facilities under the control of the City during the License Period except as mutually agreed by the City and Licensee.

Licensee acquires no exclusive right to use the facilities other than the operation of the demised Property during the term of this License.

This License solely authorizes Licensee to the temporary use of the Property for the limited purposes set forth herein and for no other purpose. The Parties hereby agree that the provisions of this License do not constitute a lease. The rights of Licensee hereunder are not those of a tenant, but are a mere personal privilege to do certain acts of a temporary character on the Property and to use the Property, subject to the terms of this License. The City retains dominion, possession and control of the Property. Therefore, no lease interest in the Property is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of this License or its use of the Property hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of any expenditure of funds by the Licensee for improvements, construction, repairs, partitions, or alterations to the Property which may be authorized by the City Manager or his/her designee.

17. This License is Not Assignable.

The City has relied on the extensive and unique reputation and experience of Licensee in granting this License. The License is personal to the Licensee. Licensee shall not sell or assign this License or any part thereof to any other party. The License granted by this License is personal to the Licensee. Any assignment of this License contrary to the foregoing provision, whether voluntary or involuntary, shall be void and shall confer no right upon such assignee, shall constitute a default under this License, and shall result in an automatic revocation of the License and the immediate forfeiture of the rights of Licensee hereunder.

18. Cancellation / Revocation-at-Will by the City Manager without Cause.

The City Manager may cancel or revoke this License without cause that is for convenience, at any time, with written courtesy notice of the City Manager to Licensee, giving not less than three hundred (300) days prior written notice of the revocation to the Licensee. Such notice should be given in the manner specified by Section 33. This License that is granted to the Licensee is revocable-at-will by the City, through its City Manager, without the consent of the Licensee, in accordance with this License being by express understanding of the parties a Revocable at Will License.

A. Ancillary Expenses

One-hundred percent (100%) of ancillary expenses must be paid seven (7) days prior to the event opening date, Any overage will be refunded to the Licensee within thirty (30) days of event closing, or shall be applied to the overall fee paid by Licensees to the City. Ancillary expenses include, but are not limited to, electrical, mechanical, plumbing, utility, telecommunications and/or information technology, salary costs to any third party vendor or personnel supplier, labor costs including any tax or burden costs, equipment rental and any other services provided by the City or its subcontractors. The Licensee shall

provide detailed event estimates and projections as early as possible in order for cost projections to be prepared.

B. Final Settlement.

Following the close of the Boat Show, the City shall invoice the Licensee for the balance of all unpaid fees, invoice, and or expenses. The undisputed portion of said invoice shall be due and payable within thirty (30) days of receipt of final billing. After the thirty (30) days, interest on the undisputed unpaid balance shall accrue at the rate of eleven and one half percent (11.50%) per month.

C. Advanced Fees.

Any advance fees listed in Exhibit C paid by Licensee are non-refundable, unless expressly stated otherwise in this contract.

19. Termination for Cause.

Each party agrees to abide by each and every term and condition of this License. If either party materially breaches the terms, restrictions or conditions of this License, then the nonbreaching party shall give the breaching party twenty (20) days written notice within which to cease such violation or correct such deficiencies. Upon the breaching party's failure to do so, the nonbreaching party may cancel this License upon giving ten (10) days written notice to the breaching party and thereafter the License shall be deemed automatically canceled without the necessity for further action by the nonbreaching party.

Termination for cause shall include, without limitation, any one of the following acts or omissions:

- (a) Failure to pay any payment or any portion thereof within ten (10) days of due date;
- (b) Failure to carry insurance as required in this License
- (c) Any other event which the City Manager deems to be a material default;

- (d) Failure to comply with the terms and conditions of this license which are material or substantial in nature

Notwithstanding this provision or any other provision in this License, this License extended to the Licensee is revocable-at-will by the City, through its City Manager, without the consent of the Licensee.

20. Hotel Room Blocks for the Boat Show

Recognizing that forty percent (40%) of Miami International Boat Show attendees come from outside the State of Florida, it is critical to the success of the Boat Show that there be sufficient appropriate hotel rooms available during the License Period. The City agrees to use its reasonable efforts to encourage the Miami hotel community to provide significant room blocks to the Licensee or its agent.

21. Improvements, Alterations, Additions, or Replacements.

As a further condition of the use of the Property, the City has agreed to make certain improvements to the Property as more particularly described in Exhibit "D" attached hereto ("Improvements") and shall implement such improvements according to the time-schedule provided therein. The City is making improvements to the Property in an amount not to exceed Sixteen Million Dollars (\$16,000,000). The Improvements made by the City are part of the City's vision to improve Virginia Key and enhance its features, benefits, and accessibility usage in general.

Licensee will be erecting or constructing temporary improvements for the Boat Show separate and apart from the City's Improvements. Licensee shall coordinate all temporary improvements with the City, and shall work with the City to coordinate said temporary improvements. Except in the event of an emergency, Licensee shall not make any other additional repairs or alterations required or permitted to be performed by Licensee unless and until Licensee shall have caused plans and specifications therefore to be prepared, at Licensee's sole expense, by an architect or other duly qualified person and shall have obtained the approval of the City Manager or his/her designee, which approval

may be conditioned or withheld for any or no reason whatsoever. In the event of an emergency, Licensee may reasonably proceed to perform such repair work and shall immediately notify the City of such work.

The Licensee shall submit to the City all plans and specifications for the temporary improvements or any additional repairs or alterations for the Boat Show. The Licensee shall be solely responsible for applying and acquiring all necessary permits, including but not limited to, building permits. The Licensee shall be responsible for all costs associated with any temporary improvements and/or alterations including, but not limited to, design, construction, installation, and permitting costs.

The temporary improvements and all alterations must comply with all statutes, laws, ordinances and regulations of the State of Florida, Miami-Dade County, the City of Miami and any other agency that may have jurisdiction over the Property as they presently exist and as they may be amended hereafter. By the installation of any alteration, addition or replacement, the City shall not be excluded from the Property.

22. Ownership of Improvements.

As of the Effective Date and throughout the use period, all buildings and Improvements that shall be vested in the City, including all Improvements described in Exhibit D. Furthermore, title to the Improvements and any and all the Improvements and all alterations made in or to the Property, whether or not by or at the expense of Licensee, shall, unless otherwise provided by written agreement, immediately upon their completion, become the property of the City and shall remain and be surrendered with the Property. It is understood that the Licensee shall clearly identify, by written agreement stated above in this section, and as noted in Section 21, all the temporary improvements that Licensee will be allowed to remove.

23. Reasonable Efforts.

For purposes of this License, the Parties shall make good faith efforts, subject to the revocation provisions in Section 18 of this License, to assist and facilitate future productions of this Boat Show to take place on the Property.

24. Parking

The City, or its agent, will make reasonable efforts to provide any available pre-paid parking for the event at Virginia Key Beach and on City owned property located on the east side of the Water & Sewer Department ("WASD") Treatment plant, and potentially other areas in the vicinity of the Show. The City will provide a shuttle, van or similar service between this parking and the Boat Show for all parking customers. However, since parking is limited, the Licensee agrees to provide sufficient parking locations outside of Virginia Key with adequate shuttle service so that the majority of patrons can be shuttled in to minimize traffic disruptions on the Rickenbacker Causeway. The Licensee agrees to heavily promote the use of the off-site parking.

The Parking Income received from all parking operations on Virginia Key and other areas in the vicinity of the Show operated by the City for the Boat Show shall be defined as Income received by the City after any costs incurred are paid (including, but not limited to, payment transaction fees, parking attendants, and off-duty law enforcement which may be needed to manage traffic operations at the Property or on Rickenbacker Causeway), any fees due to concession operators or concession owners are paid, and any percentage owed to outside third parties are paid to their respective operators ("Parking Income"). All Parking Income received from parking operations shall be split evenly, fifty percent (50%) to each; Licensee and Licensor.

25. Off-Site Agreements

The City agrees to make reasonable efforts to develop agreements with lease tenants on City-owned property on Virginia Key for use by the Licensee during the Show. If successfully agreed to by both parties, these agreements will be included as Exhibits to

this agreement. Net revenues from these agreements will be shared by the City and Licensee as outlined in Section 4C.

26. Liens.

The Licensee shall not knowingly suffer or permit any liens to be filed against the title to the Property by any reason whatsoever, including but not limited to, work, labor, services or materials supplied to the Licensee or anyone having a right to possession of the Property as a result of an agreement with or without the consent of the Licensee or Internal Revenue Service (IRS). Nothing in this License shall be construed as constituting the consent or request of the City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials, for any specific work on the Property nor as giving the Licensee the right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any construction liens against the City's interest in the Property. If any liens shall at any time be filed against the Property, the Licensee shall cause it to be discharged of record within thirty (30) days after the date that it has notice of its filing.

If the Licensee shall fail to discharge a lien within that period, then in addition to any other right or remedy the City may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of the lien by deposit in court or bonding. The City shall be entitled, if it so elects, to compel the prosecution of any action for the foreclosure of the construction lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowances with the understanding that all amounts paid by the City shall be repaid to the City by the Licensee immediately upon rendition of any invoice or bill. The Licensee shall not be required to pay or discharge any construction lien so long as the Licensee shall in good faith proceed to contest the lien by appropriate proceedings and if the Licensee shall have given notice in writing to the City of its intention to contest the validity of the lien and shall furnish reasonably satisfactory evidence that funds are

or will be available to pay the amount of the contested lien claim with all interest on it and costs and expenses, including reasonable attorneys' fees to be incurred in connection with it. The City shall be entitled to pay the lien or compel the prosecution of any action with respect thereto during any time that the Licensee is contesting such lien.

27. City Access to Property.

The City and its authorized representative(s) shall at all times have access to the Property. The City will maintain a complete set of keys to the Property. Licensee, at its sole cost and expense, may duplicate or change key locks to the Property but not until first receiving written approval from the Director for such work. In the event Licensee changes key locks as approved by the Director, Licensee, at its sole cost and expense, must also provide to the City a copy or copies of said keys, if more than one copy is required.

The City shall have access to and entry into the Property at any time to (a) inspect the Property, (b) to perform any obligations of Licensee hereunder which Licensee has failed to perform after written notice thereof to Licensee, Licensee not having cured such matter within ten (10) days of such notice, (c) to assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations, (d) to show the Property, to prospective purchasers, tenants or others, and (e) for other purposes as may be deemed necessary by the City Manager or his/her authorized designee in the furtherance of the City's corporate purpose; provided, however, that City shall make a diligent effort to provide at least 24-hours advance notice and Licensee shall have the right to have one or more of its representatives or employees present during the time of any such entry. The City shall not be liable for any loss, cost or damage to the Licensee by reason of the exercise by the City of the right of entry described herein for the purposes listed above. The making of periodic inspections or the failure to do so shall not operate to impose upon the City any liability of any kind

whatsoever nor relieve the Licensee of any responsibility, obligations or liability assumed under this License.

28. Safety.

Licensee will allow City inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws, rules, regulations and ordinances. By performing these inspections, the City, its agents, or representatives are not assuming any liability by virtue of these laws, rules, regulations and ordinances. Licensee shall have no recourse against the City, its agents, or representatives from the occurrence, non-occurrence or result of such inspection(s). Upon issuance of a notice to proceed, the Licensee shall contact the Risk Management Department to schedule the inspection(s).

29. No Claim to Assets or Rights of Licensee.

By entering into this License, none of the Parties are granted any assets, rights, titles or interest to the other's assets, rights, title or interests, except as otherwise set forth in this License.

30. Indemnification.

Licensee shall indemnify, defend at its own cost and expense and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this License which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Licensee or its employees, agents or subcontractors (collectively referred to as "Licensee"), regardless of whether

such Liabilities are, or are alleged to be directly or indirectly caused, in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the Licensee to comply with any of the Sections herein or the failure of the Licensee to conform to applicable statutes, ordinances, permits, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this License. Licensee expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Licensee, or any of its subcontractors, as provided above, for which the Licensee's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation, Jones Act, Longshoreman's Act, or similar laws.

31. Insurance.

Licensee, at its sole cost, shall obtain and maintain in full force and effect, at all times, throughout the period of this License, the insurance coverage as set forth in Exhibit "E" attached hereto and made a part hereof.

32. No Liability.

In no event shall the City be liable or responsible for injury, loss or damage to the property, improvements, fixtures and/or equipment belonging to or rented by Licensee, their officers, agents, or employees, invitees or patrons occurring in or about the Property that may be stolen, destroyed, or in any way damaged, including, without limitation, fire, flood, steam, electricity, gas, water, rain, vandalism or theft which may leak or flow from or into any part of the Property, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Property, or from a hurricane or any act of God or any act of negligence of any user of the facilities or occupants of the Property or any person whomsoever whether such damage or injury results from conditions arising upon the Property or upon other

portions of the Property or from other sources. Licensee indemnifies the City, its officers, agents and employees from and against any and all such claims in accordance with the provisions of Section 30 herein.

Licensee further acknowledges that as lawful consideration for being granted the right to utilize and occupy the Property, Licensee, on behalf of itself, its agents, contractors, concessionaires, invitees, and employees, does hereby release from any legal liability the City, its officers, agents and employees, from any and all claims for injury, death or property damage resulting from Licensee's use of the Property.

33. Notices.

All notices or other communications, which shall or may be given pursuant to this License, shall be in writing and shall be delivered by hand, telecopy, or registered mail addressed to the other party at the address indicated herein. Such notice shall be deemed given on the day on which hand delivered, faxed or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

If to City of Miami:

City Manager
City of Miami
3500 Pan American Drive
Miami, Florida 33133

With a copy to:

City Attorney
City of Miami
444 SW 2nd Avenue
Suite 945
Miami, Florida 33130

Director
Department of Real Estate and Asset
Management
City of Miami
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130

If to Licensee:

National Marine Manufacturers Association,
Inc.
9050 Pines Boulevard
Pembroke Pines, FL 33024
Attention: Cathy Rick-Joule

With a copy to:

National Marine Manufacturers Association
231 S. LaSalle St., Suite #2050
Chicago, IL 60604
Attn: Ben Wolf, Executive Vice President
Craig Beskey, Senior Vice President, &
CFO

Jonathan T. Howe, Esq.
Howe & Hatton, Ltd.
20 W. Wacker Dr., Suite 4200
Chicago, IL 60606

34. Advertising.

Licensee shall not permit any signs or advertising matter to be placed upon the exterior of the Property without having first obtained the approval of the Director or his/her designee, which approval may be reasonably withheld, at his sole discretion. Licensee shall, at its sole cost and expense, install, provide, maintain such sign, decoration, advertising matter or other things as may be permitted hereunder in good condition and repair at all times. Licensee must further obtain approval from all governmental authorities having jurisdiction, and must comply with all applicable requirements set forth in the Sign Regulations in the City of Miami Code and Zoning Ordinance and the Miami-Dade County Sign Code, as applicable. Upon the cancellation of this License, Licensee shall, at its sole cost and expense, remove any sign, decoration, advertising matter or other thing permitted hereunder from the Property. If any part of the Property is in any way damaged by the removal of such items, said damage shall be repaired by Licensee at its sole cost and expense. Should Licensee fail to repair any damage caused to the Property within ten (10) days after receipt of written notice from the City directing the required repairs, the City shall cause the Property to be repaired at the sole cost and expense of Licensee. Licensee shall pay the City the full cost of such

repairs within ten (10) business days of receipt of an invoice indicating the cost of such required repairs.

Licensee hereby understands and agrees that the City may, at its sole discretion, erect or place upon the Property an appropriate sign indicating City's having issued this License.

35. Public Records.

Licensee understands that the public shall have access, at all reasonable times, to City contracts and all documents, records and reports maintained and generated pursuant to this License, pursuant to the provisions of Chapter 119, Florida Statutes, as amended, including compliance with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records" and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

36. Compliance with Laws.

Licensee and/or its authorized agents agree to comply with all applicable laws, codes (including but not limited to, the Florida Building Code as it may be amended), ordinances and regulations enacted or promulgated by federal, state, county, and city government including the provisions of the Charter and Code of the City. Licensee and/or its authorized agents shall also comply with reasonable directives of the City Manager.

37. Conflict of Interest.

Licensee is aware of the conflict of interest laws of the City (Miami City Code Chapter 2, Article V), Dade County, Florida (Dade County Code, Section 2-11.1 et. seq.) and of the State of Florida as set forth in the Florida Statutes, and agrees that it will fully comply in all respects with the terms of said laws and any future amendments thereto.

Licensee further covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this License, has any personal financial interests, direct or indirect, with the City. Licensee further covenants

that, in the performance of this License, no person or entity having such conflicting interest shall knowingly be utilized in respect to services provided hereunder. Any such conflict of interest(s) on the part of Licensee, its employees or associated persons, or entities must be disclosed in writing to the City.

38. Nondiscrimination.

Licensee represents and warrants to the City that Licensee does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Licensee's use of the Property on account of race, color, sex, religion, age, handicap, marital status or national origin.

39. No Discrimination in Hiring.

In the performance of this License or any extension thereof, Licensee and/or its authorized agents shall not discriminate against any employee or applicant for employment because of age, sex, sexual orientation, race, color, religion, familial status, ancestry or national origin. Licensee and/or its authorized agents will take affirmative action to insure that minority applicants are employed and that employees are fairly treated during employment without regard to their age, sex, sexual orientation, race, color, religion, familial status, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

40. Americans With Disability Act.

Licensee shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the City including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and

standards. Additionally, Licensee shall take affirmative steps to ensure nondiscrimination in employment of disabled persons.

41. Compliance with Environmental Laws.

Licensee represents and warrants that during the use period, it will not use or employ the Property, or any other City-owned property, to handle, transport, store or dispose of any hazardous waste or substances and that it will not conduct any activity at the Property or City-owned property in violation of any applicable Environmental Laws.

42. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

43. Time of Essence.

It is expressly agreed by the Parties hereto that time is of the essence with respect to this License. If the final day of any period falls on a weekend or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

44. Waiver.

Any waiver by either party or any breach by either party of any one or more of the covenants, conditions or provisions of this License shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this License, nor shall any failure on the part of the City to require or exact full and complete compliance by Licensee with any of the covenants, conditions or provisions of

this License be construed as in any manner changing the terms hereof to prevent the City from enforcing in full the provisions hereto, nor shall the terms of this License be changed or altered in any manner whatsoever other than by written License of the City and Licensee.

45. Litigation.

Any dispute herein shall be resolved in the courts of Miami-Dade County, Florida. The Parties shall attempt to mediate any dispute without litigation. However, this is not intended to establish mediation as a condition precedent before pursuing specific performance, equitable or injunctive relief.

46. Attorney(s)' Fees.

In the event it becomes necessary to institute legal proceedings to enforce or interpret the provisions of this License, each party shall bear its own attorneys' fees through all trial and appellate levels.

47. Waiver of Jury Trial.

The Parties hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this License, or arising out of, under or in connection with this License or any amendment or modification of this License, or any other agreement executed by and between the Parties in connection with this License, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the City and Licensee entering into the subject transaction.

48. Third Party Beneficiary.

This License is solely for the benefit of the Parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

49. No Partnership.

Nothing contained herein shall make, or be construed to make any party a principal, agent, partner, affiliate, or joint venture of the other.

50. Further Acts.

In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the Parties, the Parties each agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

51. Amendments.

No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the Parties with the same formality as this License. Neither this License, nor any term hereof, can be changed, modified, or abandoned, in whole or in part, except by an instrument in writing, and no subsequent oral agreement shall have any validity whatsoever. The City Manager is hereby authorized to execute non-substantive amendments to this License without the necessity of further action by the City Commission.

52. No Interpretation against Draftsmen.

The Parties agree that no provision of this License shall be construed against any particular party and each party shall be deemed to have drafted this License.

53. Severability and Savings Clause.

It is the express intent of the Parties that this License constitutes a license and not a lease. To further this intent, the Parties agree as follows: (i) if any provision of this License, or the application thereof to any circumstance, suggest that a lease, rather than a license, has been created, then such provision shall be interpreted in the light most

favorable to the creation of a license and (ii) if any provision of this License, or the application thereof to any circumstance, is determined by a court of competent jurisdiction to have created a lease rather than a license, then such provision shall be stricken and, to the fullest extent possible, the remaining provisions of this License shall not be affected thereby and shall continue to operate and remain in full force and effect.

With regard to those provisions which do not affect the Parties intent for this License, should any provision, section, paragraph, sentence, word or phrase contained in this License be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, section, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this License shall remain unmodified and in full force and effect or limitation of its use.

54. Invalidity.

In the event that any non-material provision of this License shall be held to be invalid for any reason, such invalidity shall not affect the remaining portions of this License and the same shall remain in full force and effect.

55. Headings.

Title and section headings are for convenient reference and are not a part of this License.

56. Entire License.

This License represents the entire understanding between the Parties hereto as to the subject matter hereof, and supersedes all prior written oral negotiations, representations, warranties, statements or agreements between the Parties hereto as to the same. There are no promises, terms and conditions, or obligations other than those

contained herein, and no party has relied upon the statements or promises of the representatives of any party hereto.

57. Authority.

Each of the Parties hereto acknowledges it is duly authorized to enter into this License and that the signatories below are duly authorized to execute this License in their respective behalf.

58. Limited Protection Clause

The City agrees that it will not license any portion of the Property to any competing event for the period commencing (30) days before Licensee's first show day and concluding (30) days after Licensee's last show day (the "Limited Protection Period"). A "competing event" is hereby defined as an event which has thirty percent (30%) or more of the total number of exhibitors/booths in the event showing/selling product lines the same as or substantially similar to the product lines in the Licensee's event; provided however, that as how that is open to the public shall never be deemed a competing event with a show open only to the trade, and vice versa. The determination of whether or not an event is a "competing event" shall be based upon the product lines in the proposed event's prior shows, and shall be made by the City Manager or Director.

59. Final Balance.

Any Final Balance of the Use Fees, costs and charges which are the responsibility of the Licensee shall be due upon completion of event and payable at scheduled settlement with Finance Department.

60. Responsibility for Damage.

If the Property, or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item contained shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then Licensee shall be

responsible.

61. Copyrights, Trademarks.

All federal, state, and local laws and/or regulations related to copyright, trademarks, etc., must be complied with by the Licensee and all exhibitors selling such items on the Property. Further, the Licensee agrees to save and completely hold harmless the City of Miami, and to pay all costs related to any violation of the above. City acknowledges that Licensee owns various trademarks, including but not limited to "National Marine Manufacturers Association," "NMMA," "Discover Boating," "Miami International Boat Show" and related logos ("the NMMA Marks"). City agrees not to take any action inconsistent with Licensee's ownership of the NMMA Marks.

62. Merchandise.

Nothing provided in this Section shall prevent Licensee from selling show related merchandise and/or booth giveaways. Such sales not considered to be in competition with City's concession contractor(s) on the Property at the time this License is executed.

63. Use of Machinery.

Licensee has consent of the City Manager or Director to operate any engine or motor or machinery on the Property or use gasoline, propane, or diesel for mechanical or other purposes. All decorative materials must be flameproof before the same will be allowed in the buildings and should have written verification of such flameproof treatment.

64. Licensee's Employees and Agents.

Licensee will furnish any technicians, stagehands, ticket sellers, ticket takers, ushers, security guards, or any other auxiliary personnel at its own cost.

65. Emergency Powers to Vacate Property.

The City Manager may extinguish all lights in the Property, cease operation of the air conditioning system, terminate service of any other utilities upon the Property, order evacuation of all or any portion of the premises, or cause to be removed there from any person or group of persons, any materials, equipment or other items if, in his judgment, circumstances of a dangerous or unusual nature have occurred, or he reasonably believes are about to occur, and such action is necessary to secure the safety and welfare of persons and/or property, and Licensee waives any right and/or claim for damages against the City, its agents or servants, in such eventuality.

66. City Manager's Discretion.

Any matter not expressly provided for herein shall be within the reasonable discretion of the City Manager. The City Manager will when possible and ultimately at its discretion, consults with Licensee.

IN WITNESS WHEREOF, the Parties hereto have caused this License to be duly executed and delivered by their respective officers and hereunto duly authorized as of the date first above written.

ATTEST:

LICENSEE:

**NATIONAL MARINE
MANUFACTURERS**

**ASSOCIATION Inc., a Delaware
not for profit corporation, authorized
to transact business under the laws of
the State of Florida.**

By: _____

Signature

By: _____

Signature of President

Print Name

Print Name of President

By: _____
Signature

Print Name

Attest:

Corporate Secretary

Corporate Seal

DRAFT

CITY OF MIAMI,
a municipal corporation of the
State of Florida

ATTEST:

Todd B. Hannon
City Clerk

Daniel J. Alfonso,
City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

Ann-Marie Sharpe, Director
of Risk Management

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Victoria Méndez
City Attorney

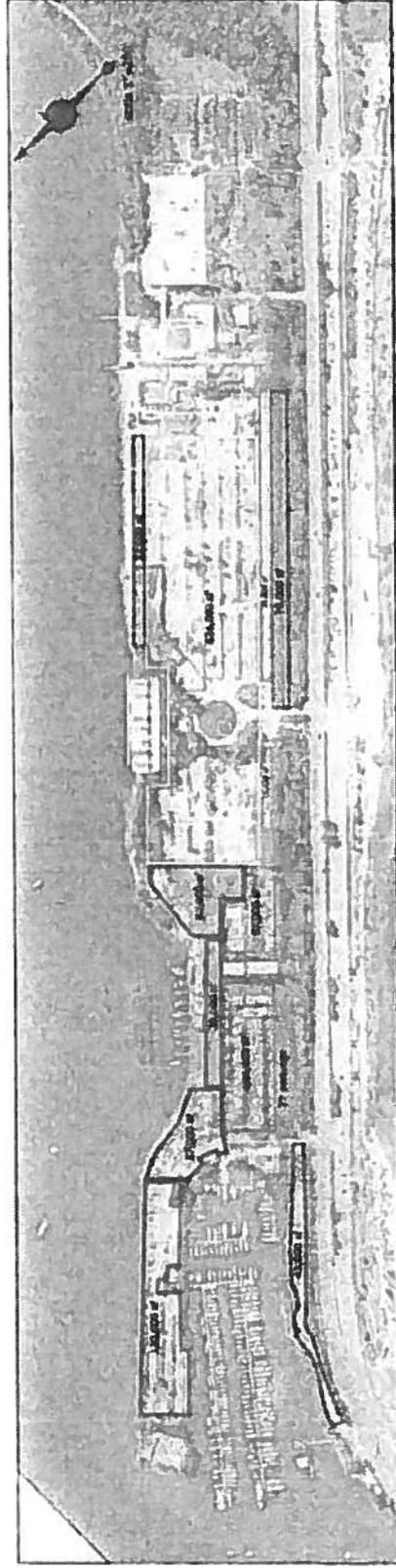
COMPOSITE EXHIBIT "A"
LEGAL DESCRIPTION (UPLANDS)

DRAFT

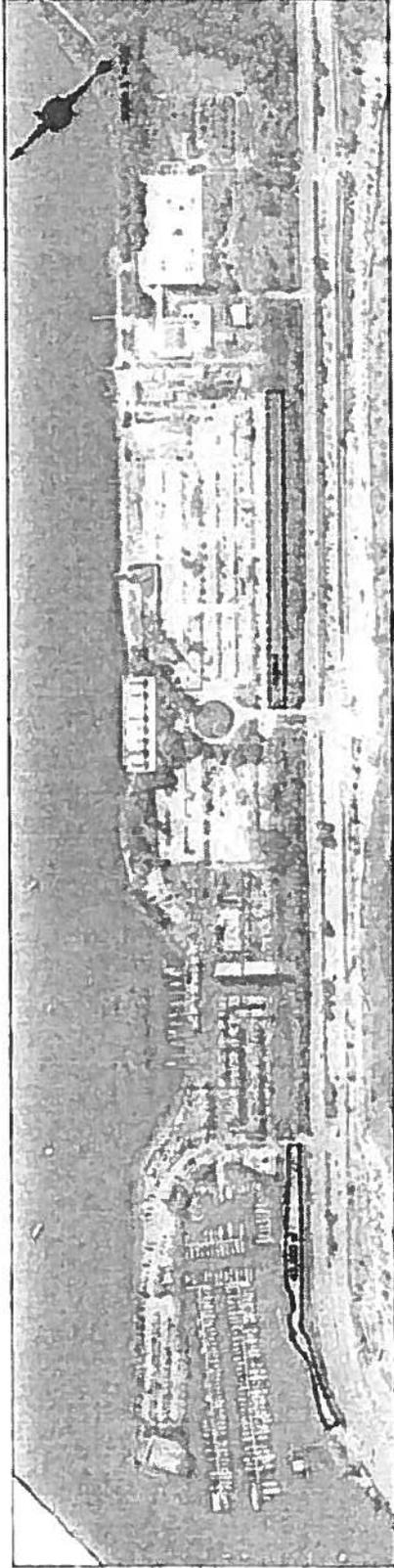
BOUNDARY SURVEY

DRAFT

MARINE STADIUM PARK HOSTING MIAMI BOAT SHOW 2016



MARINE STADIUM PARK HOSTING MIAMI BOAT SHOW 2016





THE INFORMATION PROVIDED ARE BASED ON THE BEST AVAILABLE INFORMATION AND SHOULD BY CONSIDERED APPROXIMATE

DEC. 29, 2014

SK-1



THE INFORMATION PROVIDED ARE BASED ON THE BEST AVAILABLE INFORMATION AND SHOULD BY CONSIDERED APPROXIMATE

EXHIBIT "B"
PROPOSED SUBMERGED LANDS AREA

**(SURVEY SHALL BE INCORPORATED AS AN EXHIBIT TO THE LICENSE IF AND
WHEN USE OF THE SUBMERGED LAND IS REQUIRED BY LICENSEE)**

DRAFT

EXHIBIT "C"
TEMPORARY USE AGREEMENT ("TUA")
SUBMERGED LANDS AREA

**(THE TUA SHALL BE INCORPORATED AS AN EXHIBIT TO THE LICENSE IF USE OF
THE SUBMERGED LAND IS REQUIRED BY LICENSEE AND UPON EXECUTION OF A
TUA BETWEEN THE CITY AND TITF/DEP)**

DRAFT

EXHIBIT "D"
SCHEDULE OF INITIAL CITY IMPROVEMENTS

CITY TO PROVIDE

<u>LIST OF IMPROVEMENTS</u>	<u>ESTIMATED COST</u>	<u>COMPLETION DATE</u>
Florida Power and Light	\$	
Water and Sewer Utilities	\$	
AT&T Utilities	\$	
Solid Surface	\$	
Broadband Internet Service	\$	

Construction drawings and schedule of completion to be appended to this Agreement.

DRAFT

EXHIBIT "E"
INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE-
REVOCABLE LICENSE AGREEMENT NMMA/BOAT SHOW AGREEMENT**

- I. Commercial General Liability (Primary and Non Contributory)**
- A. Limits of Liability**
- | | |
|---|-------------|
| Bodily Injury and Property Damage Liability | |
| Each Occurrence | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products/Completed Operations | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
- B. Endorsements Required**
- City of Miami listed as an additional insured
Contingent Liability & Contractual
Premises/Operations Liability
- II. Business Automobile Liability**
- A. Limits of Liability**
- | | |
|--|--------------|
| Bodily Injury and Property Damage Liability | |
| Combined Single Limit | |
| Any Auto, Owned, or Scheduled Autos | |
| Including Hired, Borrowed or Non-Owned Autos | |
| Any One Accident | \$ 1,000,000 |
- B. Endorsements Required**
- City of Miami listed as an additional insured
- III. Worker's Compensation**
- Limits of Liability
Statutory State of Florida
Waiver of subrogation
- Employer's Liability**
- A. Limits of Liability**
- | |
|---|
| \$1,000,000 for bodily injury caused by an accident, each accident. |
| \$1,000,000 for bodily injury caused by disease, each employee |
| \$1,000,000 for bodily injury caused by disease, policy limit |

- IV. Umbrella Policy (Excess Follow Form including liquor)**
- A. Limits of Liability
- | | |
|---|---------------|
| Bodily Injury and Property Damage Liability | |
| Each Occurrence | \$ 10,000,000 |
| Aggregate | \$ 10,000,000 |
- City of Miami listed as an additional insured
- V. Marine Operator's Legal Liability and Protection and Indemnity Liability** \$1,000,000
- City of Miami listed as an additional insured
- VI. Excess Marine Operators Legal Liability and Protection and Indemnity Jones Act, if applicable**
- | | |
|----------------------------------|--------------|
| Each Occurrence/Policy Aggregate | \$10,000,000 |
|----------------------------------|--------------|
- City of Miami listed as an additional insured
- VII. Liquor Liability** \$1,000,000
- VIII. Hull and Machinery** per declared value

The above policies shall provide the City of Miami with written notice of cancellation in accordance with policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class X" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

The City reserves the right to request copies of all insurance policies associated with this agreement, including, but not limited to all policy endorsements, and any and all coverage information.

EXHIBIT "F"
PERMITTED USES, GOODS, PRODUCTS & EXHIBITOR CATEGORIES

DRAFT

EXHIBIT "G"
USE FEE PAYMENT SCHEDULE

Licensee shall pay to the City the Use Fee plus State of Florida use tax according to the following schedule:

- A) Upon commencement of the Effective Date of this License: \$250,000.00
- B) August 1: \$250,000.00
- C) February 1: Use Fee balance
- D) By March 31, Licensee will provide a final report on the total % of Concessions plus State of Florida use tax, if applicable, for the license to use the Property and indicate any balance due to the City or balance refundable to the Licensee. Any balance due the City or refund due the Licensee shall be paid by April 30. City to pay % of Parking net.

DRAFT

EXHIBIT "H"
DAMAGE DEPOSIT RELEASE FORM

DRAFT

Exhibit B

**MEMORANDUM OF UNDERSTANDING
AMONG
CITY OF MIAMI AND
NATIONAL MARINE MANUFACTURERS ASSOCIATION**

THIS Memorandum of Understanding (hereinafter sometimes referred to as "MOU") is entered into on the 6 day of JULY, 2015 , by and between CITY OF MIAMI, a municipal corporation of the State of Florida, whose address is 444 S.W. 2nd Avenue, 10th Floor, Miami, Florida 33130 (hereinafter the "City"), and National Marine Manufacturers Association, Inc., a non-profit association, whose address is 231 S. LaSalle Street, Suite 2050, Chicago, IL 60604 (hereinafter "NMMA"), both of whom are collectively referred to herein as "the Parties".

WITNESSETH:

WHEREAS, NMMA wants to facilitate the adding of electric utilities to the Property where the Boat Show will occur for the general health, welfare and safety of the general public, and to improve convenience, ease, visibility, comfort and accessibility to the general public and patrons of the boat Show and the Park ; and

WHEREAS; these electric utilities, the nature, total cost and extent of which are shown on the attached Exhibit A have been estimated by Florida Power & Light (FP&L) at the City's request and NMMA has agreed to fully fund up to the FP&L Final Invoice amount which will be furnished no later than April 30, 2015 ; and

WHEREAS, the City, and NMMA will bring the subject matter of this MOU to the City Commission in April of 2015 with this MOU as an Addendum to the Revocable License Agreement ("RLA") between the parties approved by the City Commission on January 8, 2015, at which time the MOU will automatically be converted to an Addendum/ First Amendment which, on passage of the Resolution by the City Commission will become an additional Exhibit to their Revocable License Agreement and shall serve as an Addendum/ First Amendment to the Agreement ; and

WHEREAS, this MOU will be binding upon NMMA upon execution, and the City may be entitled to rely on NMMA's affirmation and commitment to comply with these terms from the date NMMA signs this MOU; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the City and NMMA agree as follows:

RECITALS

I. SCOPE AND COST OF WORK

NMMA will fully fund, the FP&L invoice amount, the electrical utility work and costs reflected in **Exhibit A, Scope of Work and Cost of Work** , which is attached hereto and incorporated herein by reference as if fully set forth herein and which can be summarized as electrical feeds and distribution of Florida Power and Light Co. ("FPL") facilities to the Property included in the RLA. The cost of the work to be funded by NMMA for Stage 1 and Stage 2 is estimated to be \$1,653,000.00 and shall be entirely paid by NMMA in the following manner: \$903,000.00 for Stage 1 Scope as described in Exhibit

A by Close of Business April 6, 2015. The amount corresponding to the Stage 2 Scope as described in Exhibit A shall be paid no later than 10 days after the City provides NMMA with the FP&L invoice for the Stage 2 Scope. The City agrees to use its best efforts to work with FP&L to have FP&L complete the work delineated in Exhibit A by December 1, 2015 and shall be responsible for all repairs necessary to ensure that all fixed electrical lines, equipment and ports are maintained and fully operational and available as needed by NMMA each year for the boat show as per the RLA. Any modifications or changes to the Scope of Work shall only be valid when they have been reduced to writing, duly approved and signed by an authorized representative of each of the Parties.

II. INDEMNIFICATION

Terms of indemnification will be as per the RLA.

III. MANNER OF USE

This section of the license agreement approved by the City on January 8, 2015 entitled 4. MANNER OF USE is being modified herein to permit the Licensee access to the Property to set up and erect necessary equipment up to seventy three (73) days before commencement of the February 2016 Show. The date for commencement of the Show is on or about February 11th in any year the RLA remains in effect. This section of the agreement is also being modified to permit the Licensee access to the Property to remove and take down equipment up to twenty-eight (28) days after the final date of the February 2016 Show. The setup and take down dates will be reduced by the City Commission as determined feasible after the take down period of the February 2016 show. The City will have the artificial turf field in place no later than 31 days after the final date of the Show. The final date of the Show is on or about February 15th in any year the RLA remains in effect.

IV. TERMINATION

Terms of termination will be as per the RLA.

V. NOTICE

It is understood and agreed among the parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The parties designate the following:

For City of Miami:
City Manager
City of Miami
3500 Pan American Drive
Miami, Florida 33133

With a copy to
City Attorney
City of Miami
444 SW 2nd Avenue
Suite 945
Miami, Florida 33130

Director
Department of Real Estate and Asset
Management
City of Miami
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130

For Licensee:

National Marine Manufacturers Association,
Inc.
9050 Pines Boulevard
Pembroke Pines, FL. 33024
Attention: Cathy Rick-Joule

With a copy to

National Marine Manufacturers Association
231 S. LaSalle St., Suite #2050
Chicago, IL 60604
Attn: Ben Wold. Executive Vice President
Craig Boskey Senior Vice President, & CFO

Jonathan T. Howe, Esq.
Howe & Hutton, Ltd.
20 N. Wacker Dr., Suite 4200
Chicago, IL 60606

VI. AMENDMENTS

Any alterations, amendments, variations, modifications, extensions or waivers of provisions of this MOU shall only be valid when they have been reduced to writing, duly approved and signed by all Parties hereto.

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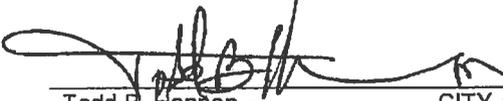
IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW
THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES
HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT
ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AGREEMENT NUMBER: MOU-EWP-PY'08-02

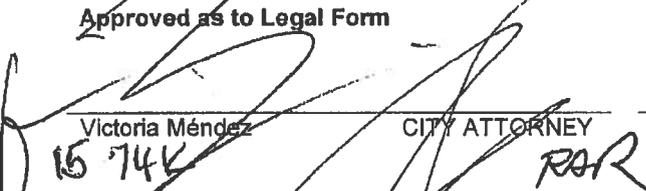
CITY OF MIAMI

BY:  7-6-15
Daniel J. Alfonso CITY MANAGER Date

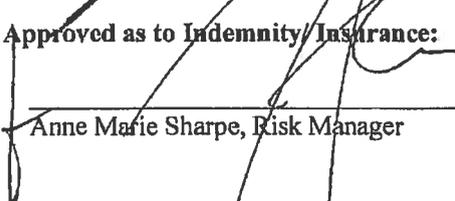
Attest

 7/6/15
Todd B. Hannon CITY CLERK Date

Approved as to Legal Form

 6/26/15
Victoria Méndez CITY ATTORNEY Date
15 74K RAR

Approved as to Indemnity/Insurance:


Anne Marie Sharpe, Risk Manager

NATIONAL MARINE MANUFACTURERS ASSOCIATION INC.

 5/14/15
Authorized Corporate Officer Date

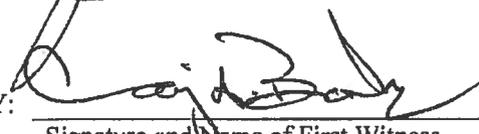
BY:  
Signature and Name of First Witness Signature and Name of Second Witness

Exhibit A

Anticipated Electrical Utility Work Florida Power and Light Services

The electrical utility work to be provided to the Property located at 3501 Rickenbacker Causeway by Florida Power and Light Company ("FPL") will be conducted in two stages.

Stage 1 is the installation of underground high voltage feeder line ("feeder") along the public rights-of-way from the FPL sub-station at 3989 Rickenbacker Causeway to the entrance of the Property. The feeders will terminate in a switch cabinet installed by FPL which is to be located on City property within the vicinity of the entrance road.

Cost Estimate - Stage 1 is \$903,000.

Under Stage 2, the City will construct two (2) concrete block structures ("vaults") for FPL to utilize, and install underground electrical conduits from the switch cabinet to each vault. FPL will install their high voltage equipment inside the vaults, run electrical conductors from the switch cabinet to the vaults, and energize their equipment.

Cost Estimate - Stage 2 is \$750,000.



City of Miami Legislation

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

Resolution: R-15-0172

File Number: 15-00404

Final Action Date: 4/9/2015

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST ADDENDUM TO THE REVOCABLE LICENSE AGREEMENT ("AMENDMENT"), BETWEEN THE CITY OF MIAMI ("CITY") AND NATIONAL MARINE MANUFACTURER'S ASSOCIATION INC. ("LICENSEE"), IN SUBSTANTIALLY THE ATTACHED FORM, AMENDING SECTION 21, IMPROVEMENTS, ALTERATIONS, ADDITIONS, OR REPLACEMENTS, OF THE REVOCABLE LICENSE ("LICENSE"), TO INCORPORATE THE ADDING OF ELECTRIC UTILITIES ("UTILITY WORK") TO THE PROPERTY, AS MORE PARTICULARLY DEFINED IN THE LICENSE; FURTHER INCORPORATING THE SCOPE OF WORK, WHICH IS ESTIMATED AT \$3,306,000.00 WHICH IS TO BE FUNDED EQUALLY BY LICENSEE AND THE CITY; PROVIDING FOR THE CITY'S CONTRIBUTION TOWARDS THE COST OF THE UTILITY WORK TO BE ALLOCATED FROM CAPITAL PROJECT, B-40668, MARINE STADIUM PARK DEVELOPMENT; FURTHER REAFFIRMING THAT THE CITY'S AGGREGATE CONTRIBUTIONS TOWARDS THE COST OF IMPROVEMENTS TO THE PROPERTY SHALL NOT EXCEED \$16,000,000.00; PROVIDING FOR ADDITIONAL TERMS AND CONDITIONS AS MORE PARTICULARLY SET FORTH IN THE AMENDMENT, IN A MANNER ACCEPTABLE TO THE CITY MANAGER, AND SUBJECT TO THE CITY ATTORNEY'S APPROVAL.

WHEREAS, the City of Miami ("City") is the owner of the real property of Virginia Key, that includes the upland and submerged lands (collectively, the "Property"); and

WHEREAS, the National Marine Manufacturer's Association Inc. ("Licensee"), a Delaware not-for-profit Corporation, is engaged in the business of presenting both national and international boat show events; and

WHEREAS, pursuant to City Resolution No. 15-0009 adopted on January 8, 2015, the City Commission authorized the City Manager execute a Revocable License ("License") with Licensee, for the use of a portion of the Property for certain specified days set forth in the License, to present to the public and to operate the Miami International Boat Show ("Boat Show"); and

WHEREAS, Licensee now seeks to facilitate the addition of electric utilities on the Property, as described in the attached "Exhibit A," Scope of Work, at an estimated cost of \$3,306,000.00, for the general health, welfare, and safety of the general public, and to improve convenience, ease, visibility, comfort, and accessibility to the general public and patrons of the Boat Show and the park Property; and

WHEREAS, Licensee has agreed to contribute fifty percent (50%) of the total costs of the improvements as detailed in the Scope of Work; and

WHEREAS the Boat Show generates over \$600,000,000.00 in annual economic benefit to South Florida; and

WHEREAS, more than 1,500 businesses that call the City home depend upon the Boat Show, and Florida businesses sell more than \$300,000,000 of products at the Boat Show; and

WHEREAS, the Boat Show is the premiere gathering place for more than 100,000 boaters, fifty percent (50%) of whom travel to the Boat Show from outside Florida, and ten percent (10%) of whom travel from outside the United States; and

WHEREAS, an estimated 45,000 workers prepare the Boat Show, in order to unveil the latest and most innovative in boating products; and

WHEREAS, the Boat Show fills 200,000 hotel room nights; and

WHEREAS, the Boat Show provides the equivalent of 6,500 full time jobs;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The City Manager is authorized {1} to execute the first addendum to the License, in substantially the attached form, with Licensee, to amend Section 21, Improvements, Alterations, Additions, or Replacements, of the License to incorporate the adding of electric utilities as detailed in "Exhibit A," Scope of Work, attached and incorporated, further providing for additional terms and conditions as more particularly set forth in the Amendment in a manner acceptable to the City Manager, subject to approval by the City Attorney.

Section 3. The cost of improvements of the Scope of Work is estimated at \$3,306,000.00 which is to be funded equally by Licensee and the City with each party contributing \$1,653,000.00 to the cost of improvements.

Section 4. The City's contribution of \$1,653,000.00 will be allocated from Capital Project B-40668, Marine Stadium Park Development.

Section 5. The License shall reaffirm that the City's aggregate contribution towards the making of improvements to the Property shall not exceed \$16,000,000.00.

Section 6. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
C	Hull & Machinery and P & I			MAR3587539-16	06/01/15	06/01/16	Per Declared Value \$1,000,000 Limit
C	Marine Operators Legal Liability P&I Coverage			MAR3587539-16	06/01/15	06/01/16	\$1,000,000 Limit Ded. \$1,000
D	Marine Excess Liability Coverage Incl. P&I			MASILSE00015215	06/01/2015	06/01/2016	\$10,000,000 Limit /Aggregate
A	Liquor Liability			CNA1013582-19	06/01/2015	06/01/2016	\$1,000,000 Limit /Aggregate

Additional Remarks Schedule (Continued from Page 1)

Umbrella Liability Coverage in follow form on General Liability with Liquor Liability and Auto Liability.
Umbrella Liability coverage capture all primary layer lines of coverage, including the liquor component.

Marine Operator's Legal Liability include P&I coverage.

Marine Excess Liability Coverage respond on an excess basis to the primary Protection and Indemnity Limit.

See Attached Endorsement Forms:
General Liability CGE25AS0804, CG20260413
Auto Liability CA04440310
Workers Compensation: WC000313 (4/84)

APPROVED

6/23/11



CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others To Us of Section IV -Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

As required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: National Marine Manufacturers

Endorsement Effective Date: 01/16/2014

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As Required By Written Contract
Executed Prior to Loss

Information required to complete this schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE – NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph a., Primary Insurance is amended as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below. If the Named Insured has entered into an insured contract requiring that this insurance be primary and non-contributory, we will abide by that contract requirement.

APPROVED

6/23/11



Policy Number: WCA 1014163-19

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13 (04-84)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Copyright, 1983 National Council on Compensation Insurance

WC 00 03 13 (04-84)

Exhibit C

CITY OF MIAMI

AMENDMENT NO. 2 TO REVOCABLE LICENSE

WITH NATIONAL MARINE MANUFACTURER'S ASSOCIATION INC.

This Amendment No. 2 to the Revocable License dated July 6, 2015 (the "License") between the City of Miami, a municipal corporation of the State of Florida ("City"), and National Marine Manufacturer's Association Inc. ("NMMA" or "Licensee") a Delaware not-for-profit corporation, for the use of uplands and submerged lands of Virginia Key (the "Property") is entered into this 6th day of July, 2015.

RECITALS

WHEREAS, the City of Miami ("City") is the owner of the real property of Virginia Key, that includes the upland and submerged lands (collectively, the "Property"); and

WHEREAS, the National Marine Manufacturer's Association Inc. ("Licensee"), a Delaware not-for-profit Corporation, is engaged in the business of presenting both national and international boat show events; and

WHEREAS, pursuant to City Resolution No. 15-0009, adopted on January 8, 2015, the City Commission authorized the City Manager to execute a Revocable License ("License") with Licensee, for the use of a portion of the Property for certain specified days set forth in the License, to present to the public and to operate the Miami International Boat Show ("Boat Show"); and

WHEREAS, pursuant to City Resolution No. R-15-0172, adopted on April 9, 2015, the City Commission authorized the City Manager to execute the First Amendment to the License to authorize expenses associated with the adding of additional electric utilities to the Property at an estimated cost of \$1,653,000, pending the final invoice from Florida Power & Light ("FPL"), to be funded by Licensee; and

WHEREAS, Licensee has now requested additional electric services to include the building and installation of an electric grid, as more particularly described in Attachment A ("Additional Utility Work") and anticipates the cost of the Additional Utility Work at \$1,600,000 ("Additional Utility Work Estimate"), to be fully funded by Licensee, bringing the Licensee's total contribution to \$3,253,000; and

WHEREAS, in the event the final invoice from FPL is lower than the estimate contemplated by the First Amendment, Licensee has agreed to provide the difference to the City in order to maintain Licensee's total contribution for the Additional Utility Work at \$3,253,000; and

WHEREAS, due to the large financial contribution by Licensee to upgrade the electrical utilities at the Property, should there be a non-City sponsored event where a commercial electrical contractor is utilizing the electrical grid paid for by Licensee, the City would negotiate an appropriate fee to be paid to Licensee for use of the electrical utilities; and

WHEREAS, Licensee has agreed to pay upfront to the City the amount of \$1,600,000.00 of the Additional Utility Work Estimate in order for the Additional Utility Work to commence; and

WHEREAS, this Amendment shall reaffirm that the City's aggregate contribution towards the making of Improvements to the Property, inclusive of the City Contribution, shall not exceed \$16,000,000.00; and

WHEREAS, Licensee has agreed to promptly pay the City any costs in connection with the Additional Utility Work in excess of the Additional Utility Work Estimate; and

WHEREAS, this Amendment will also serve to revise Section 35 of the License, Public Records; and

WHEREAS, the City Commission has adopted Resolution No. R-15-0239 to approve this Second Amendment to the License;

NOW THEREFORE, in consideration of the foregoing, the parties hereby amend Sections 21 and 35 of the License to provide the following additions:

1. Section 21. Improvements, Alterations, Additions, or Replacements

In addition to all other Improvements, City agrees to construct or cause to be constructed the Additional Utility Work described in Exhibit "D, Schedule of City Improvements". The City has made a good faith estimate that the cost of the Additional Utility Work is One Million, Six Hundred Thousand Dollars (\$1,600,000.00), to be fully funded by the Licensee, bringing the Licensee's total contribution to \$3,253,000.00. In the event the final invoice from FPL is lower than the estimate contemplated by the First Amendment, Licensee has agreed to provide the difference to the City in order to maintain Licensee's total contribution for the Additional Utility Work at \$3,253,000.00. The City's aggregate total contribution towards the making of improvements to the Property, shall not exceed Sixteen Million Dollars (\$16,000,000.00). Licensee agrees to pay the City in advance, in the amount of One Million, Six Hundred Thousand Dollars (\$1,600,000.00) of the estimate ("Additional Utility Work Estimate Payment"). Licensee agrees it is ultimately responsible for the full cost of the Additional Utility Work, including if the cost of the Additional Utility Work exceeds the One Million, Six Hundred Thousand Dollars (\$1,600,000.00) estimate. Upon completion of the Additional Utility Work, Licensee shall promptly pay the City any costs in connection with the Additional Utility Work in excess of the Additional Utility Work Estimate.

2. Section 35. Public Records

Licensee understands that the public shall have access, ~~at all reasonable times,~~ to City contracts and all documents, records and reports maintained by the City which are and generated pursuant to this License, pursuant to in accordance with the provisions of Chapter 119, Florida Statutes, as amended, ~~including compliance with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records" and agree to allow access by the City and the public to all documents subject to disclosure under applicable law.~~

3. Exhibit "D" Schedule City Improvements

[To be added]

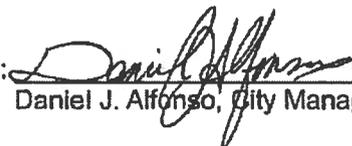
4. All other terms and conditions of the License remain in operative force and effect and remain unchanged.

THE CITY OF MIAMI, FLORIDA

ATTEST:

CITY OF MIAMI, FLORIDA, a municipal Corporation of the State of Florida

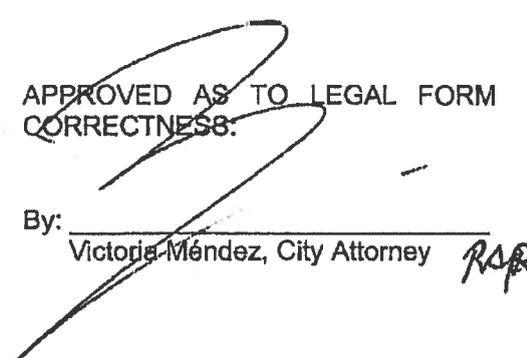
By: 
Todd B. Hannon, City Clerk

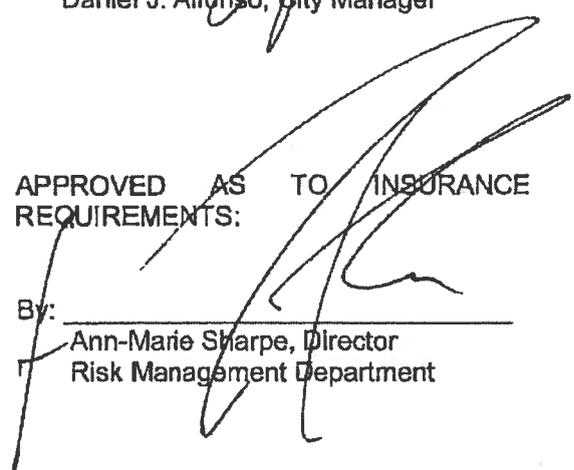
By: 
Daniel J. Alfonso, City Manager

(Affix City Seal)

APPROVED AS TO LEGAL FORM
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

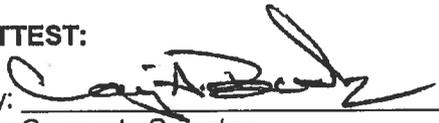
By: 
Victoria Méndez, City Attorney *RSR*

By: 
Ann-Marie Sharpe, Director
Risk Management Department

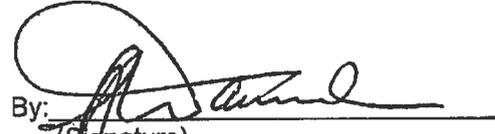
LICENSEE

National Marine Manufacturer's Association Inc.,
a Delaware not-for-profit Corporation

ATTEST:

By: 
Assistant Corporate Secretary

(Affix Corporate Seal)

By: 
(Signature)

THOMAS J DAMMRICH
(Name and Title) PRESIDENT

Attachment A
Electrical Services Requested by NMMA

NMMA has requested and has agreed to pay for design, construction and installation of Additional Utility Work at the Marine Stadium site consisting of an electrical grid, including but not limited to the following:

- An electrical grid with hand holes every sixty (60) feet throughout the two (2) large parking areas of the Marine Stadium, including the Flex-Park to the east of the stadium. The majority of hand holes will allow 100 amp electrical connections at 120/208 volts for the NMMA's vendor usage. The remaining hand holes will allow 100 amp electrical connections at 277/480 volts for temporary HVAC system at the temporary tent structures.
- Six (6) electrical distribution stations along the shore to provide electrical power to the NMMA temporary floating piers. Each electrical distribution station will be capable of providing 1,200 amp at 277/480 volts
- Electrical vault buildings that will house FP&L equipment and electrical distribution equipment
- All ancillary equipment including but not limited to duct banks (trenching, backfilling, conduit, etc), conductors, mains, circuit breakers, switchboards, bus bar systems, ground rods, junction boxes, man holes, etc.



City of Miami
Legislation
Resolution: R-15-0239

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 15-00472

Final Action Date: 5/28/2015

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND ADDENDUM TO THE REVOCABLE LICENSE ("SECOND AMENDMENT"), BETWEEN THE CITY OF MIAMI ("CITY") AND NATIONAL MARINE MANUFACTURER'S ASSOCIATION INC., ("LICENSEE"), IN SUBSTANTIALLY THE ATTACHED FORM, AMENDING "EXHIBIT D" AND "SECTION 21, IMPROVEMENTS, ALTERATIONS, ADDITIONS, OR REPLACEMENTS", OF THE REVOCABLE LICENSE ("LICENSE") TO INCORPORATE THE ADDING OF ADDITIONAL ELECTRIC UTILITIES ("ADDITIONAL UTILITY WORK") TO THE PROPERTY, AS MORE PARTICULARLY DEFINED IN THE LICENSE; FURTHER INCORPORATING THE SCOPE OF THE ADDITIONAL UTILITY WORK, WHICH IS ESTIMATED AT \$1,600,000.00 WHICH IS TO BE COMPLETELY FUNDED BY LICENSEE AND PAID UPFRONT TO THE CITY IN ORDER FOR THE ADDITIONAL UTILITY WORK TO COMMENCE; FURTHER REAFFIRMING THAT THE CITY'S AGGREGATE CONTRIBUTIONS TOWARDS THE COST OF IMPROVEMENTS TO THE PROPERTY FOR PROJECT B-40668, MARINE STADIUM PARK DEVELOPMENT, SHALL NOT EXCEED \$16,000,000.00; PROVIDING FOR ADDITIONAL TERMS AND CONDITIONS AS MORE PARTICULARLY SET FORTH IN THE AMENDMENT, IN A MANNER ACCEPTABLE TO THE CITY MANAGER AND SUBJECT TO THE CITY ATTORNEY'S APPROVAL.

WHEREAS, the City of Miami ("City") is the owner of the real property of Virginia Key, that includes the upland and submerged lands (collectively, the "Property"); and

WHEREAS, the National Marine Manufacturer's Association Inc. ("Licensee"), a Delaware not-for-profit Corporation, is engaged in the business of presenting both national and international boat show events; and

WHEREAS, pursuant to City Resolution R-15-0009 adopted on January 8, 2015, the City Commission authorized the City Manager to execute a Revocable License ("License") with National Marine Manufacturer's Association Inc. ("Licensee") for the use of a portion of the Property, for certain specified days set forth in the License, to present to the public and to operate the Miami International Boat Show ("Boat Show"); and

WHEREAS, pursuant to City Resolution No. R-15-0172, adopted on April 9, 2015, the City Commission authorized the City Manager to execute the First Amendment to the License to authorize expenses associated with the adding of electric utilities to the Property at an estimated cost of \$1,653,000.00, pending the final invoice from Florida Power & Light ("FPL"), to be funded by Licensee; and

WHEREAS, Licensee seeks to facilitate the adding of electric utilities to the Property where the Boat Show will occur for the general health, welfare and safety of the general public, and to improve convenience, ease, visibility, comfort and accessibility to the general public and patrons of the boat Show and the Park ; and

WHEREAS, Licensee has now requested additional electric services to include the building and installation of an electric grid, as more particularly described in Attachment A ("Additional Utility Work") and anticipates the costs of the Additional Utility Work at \$1,600,000.00 ("Additional Utility Work Estimate"), to be fully funded by Licensee, bringing the Licensee's total contribution to \$3,253,000.00; and

WHEREAS, the City wishes to accommodate the request by Licensee by authorizing the "Additional Utility Work" on the Property and to carry out the "Additional Utility Work" and seeks to have the City Manager to execute a Second Amendment to the License to accommodate this request; and

WHEREAS, due to the large financial contribution by Licensee to upgrade the electrical utilities at the Property, should there be a non-City sponsored event where a commercial electrical contract is utilizing the electric grid paid for by Licensee, the City would negotiate an appropriate fee to be paid to Licensee for use of the electrical utilities; and

WHEREAS, Licensee has agreed to pay upfront to the City the amount of \$1,600,000.00 of the Additional Utility Work Estimate in order for the Additional Utility Work to commence; and

WHEREAS, Licensee has agreed to promptly pay the City any costs in connection with the Additional Utility Work in excess of the Additional Utility Work Estimate; and

WHEREAS, this Amendment will also serve to revise Section 35 of the License, Public Records;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The City Manager is authorized {1} to execute the Second Amendment to the License, in substantially the attached form, with Licensee, amending "Exhibit D" and "Section 21, Improvements, Alterations, Additions, or Replacements", of the License to incorporate the adding of additional electric utilities as detailed in Attachment A, Scope of Additional Utility Work, further providing for additional terms and conditions as more particularly set forth in the Amendment in a manner acceptable to the City Manager, subject to approval by the City Attorney.

Section 3. The cost of improvements of the Additional Utility Work is estimated at \$1,600,000.00 to be fully funded by Licensee and paid upfront to the City prior to commencement of the Additional Utility Work.

Section 4. The License shall reaffirm that the City's aggregate contribution towards the making of improvements to the Property shall not exceed \$16,000,000.00.

Section 5. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MÉNDEZ
CITY ATTORNEY

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
6/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (206) 892-9200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER B: Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER C: Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER D: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Divide Insurance Company	25224	INSURER B: Navigators Insurance Company	42307	INSURER C: Zurich American Insurance Co	16535	INSURER D: Continental Insurance Company	35289	INSURER E:		INSURER F:	
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INSURER C: Zurich American Insurance Co	16535														
INSURER D: Continental Insurance Company	35289														
INSURER E:															
INSURER F:															
INSURED National Marine Mfrs. Assn. 231 S LaSalle Street, Suite 2050 Chicago, IL 60604															

COVERAGES
CERTIFICATE NUMBER: 9191912
REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Independent <input checked="" type="checkbox"/> Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CNA1013582-19 Incl. Liquor Liability	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CNA1013582-19	06/01/15	06/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			5821037334	06/01/15	06/01/16	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA 1014163-19 CA,CT,DC,FL,GA,IL,KY,MA,MD,MN,MO,NJ,NY,RI,TN	06/01/15	06/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Marine Operator's Legal Liability and P&I for Water Shows Only			MAR3587539-16	06/01/15	06/01/16	\$1,000,000 Limit \$5,000 Ded. each claim.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Progressive Miami International Boat Show at Miami Marine Stadium and Basin; Virginia Key
 The City of Miami is listed as Additional Insured under General Liability, Auto Liability and Umbrella Liability coverage except for Workers' Compensation.
 The City of Miami is Additional insured under Protection and Indemnity and Marine Excess Coverage as respect to Liability Only.

Coverage is Primary and Non-Contributory in General Liability, Auto Liability and Umbrella Liability.
 Waiver of Subrogation applies in Workers' Compensation in Statutory Coverage for State of Florida.

CERTIFICATE HOLDER
CANCELLATION

City of Miami 444 SW 2nd Avenue 9th Floor Miami, Florida 33130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
C	Hull & Machinery and P & I			MAR3587539-16	06/01/15	06/01/16	Per Declared Value \$1,000,000 Limit
C	Marine Operators Legal Liability P&I Coverage			MAR3587539-16	06/01/15	06/01/16	\$1,000,000 Limit Ded. \$1,000
D	Marine Excess Liability Coverage Incl. P&I			MASILSE00015215	06/01/2015	06/01/2016	\$10,000,000 Limit /Aggregate
A	Liquor Liability			CNA1013582-19	06/01/2015	06/01/2016	\$1,000,000 Limit /Aggregate.

Additional Remarks Schedule (Continued from Page 1)

Umbrella Liability Coverage In follow form on General Liability with Liquor Liability and Auto Liability.
Umbrella Liability coverage capture all primary layer lines of coverage, including the liquor component.

Marine Operator's Legal Liability include P&I coverage.

Marine Excess Liability Coverage respond on an excess basis to the primary Protection and Indemnity Limit.

See Attached Endorsement Forms:
General Liability CGE25AS0804, CG20260413
Auto Liability CA04440310
Workers Compensation: WC000313 (4/84)

CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others To Us** of Section IV -Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

As required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: National Marine Manufacturers

Endorsement Effective Date: 01/16/2014

SCHEDULE

Name(s) of Person(s) or Organization(s):

As Required By Written Contract
Executed Prior to Loss

Information required to complete this schedule, if not shown above, will be shown in the Declarations.

The Transfer of Rights of Recovery Against Others to Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE – NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. **Other Insurance**, subparagraph **a.**, **Primary Insurance** is amended as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below. If the Named Insured has entered into an insured contract requiring that this insurance be primary and non-contributory, we will abide by that contract requirement.

Policy Number: WCA 1014163-19

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13 (04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Copyright, 1983 National Council on Compensation Insurance

WC 00 03 13 (04-84)

Exhibit D

Via Electronic Mail

April 10, 2015

Mr. Thomas Dammrich
President, National Marine Manufacturers Association
231 S. LaSalle Street
Suite 2050
Chicago, IL 60604

Re: Public Records Act Request

Dear Mr. Dammrich:

On behalf of our client, the Village of Key Biscayne, this correspondence is transmitted to you pursuant to Chapter 119, Florida Statutes (the "Public Records Act" or the "Act") and Paragraph 35 of the license agreement between the National Marine Manufacturers Association ("NMMA") and the City of Miami ("City") (the "License Agreement"), and is intended to request from the NMMA documents, records and reports maintained and generated pursuant to the License Agreement between NMMA and the City for the presentation of a boat show on public property located at 3501 Rickenbacker Causeway in Miami, FL and commonly known as Marine Stadium (the "Property"). We respectfully request that, consistent with State law, you promptly produce and make available for inspection and copying, the following "public records":

1. All records related to NMMA's proposed use of the Property pursuant to the License Agreement and for the purpose of presenting a boat show, including site plans, engineering, and parking;
2. All correspondence between the City and NMMA related to City funds that will be used for the development of the Property for the purpose of presenting the boat show, including installation of utilities;
3. All records related to profit-sharing between NMMA and the City pursuant to the License Agreement and the presentation of a boat show on the Property, including income related to the presentation of the boat show, parking or any other joint-venture with the City;
4. All records related to the environmental impact of the boat show on the Marine Stadium basin and the Biscayne Bay Aquatic Preserve, and any proposed mitigation as outlined in the License Agreement;

5. All correspondence between the City and NMMA related to the number of years that the City has agreed to allow NMMA to use the Property for the purpose of presenting a boat show;
6. All correspondence between the City and NMMA related to the "occupancy and use period" of the Property, as outlined in Paragraph 6 of the License Agreement and for the purpose of presenting a boat show;
7. All correspondence between the City and NMMA related to the "use of best efforts...to conduct subsequent Shows for future five day periods encompassing President's Day weekends through and inclusive of President's Day," pursuant to Paragraph 6 of the License Agreement;
8. All records related to the presentation of a boat show on the Property in 2020, 2021 and 2022;
9. Any and all permit applications or requests for approvals related to the use of the Property, from January 1, 2014 to April 8, 2015;
10. Any and all permit applications, correspondence, or requests for approvals to the Florida Department of Environmental Protection ("DEP"), Miami-Dade Department of Environmental Resource Management ("DERM"), or the City related to the use of the submerged lands in the basin adjacent to the Property, pursuant to Paragraphs 3 and 9 of the License Agreement;
11. All site plans and engineering plans related to dock construction in the basin adjacent to the Property;
12. All records, opinions and correspondence between the City and NMMA that mention or relate to the restriction in the March 12, 1963 deed of the Property from Miami-Dade County to the City of Miami (the "1963 Deed") that the Property shall be used and maintained for the operation of a "marine stadium and allied purposes only" (the 1963 Deed Restriction).

Please note the definition for Public Records in Florida, as defined in section 119.011(11) of the Florida Statutes, includes all documents, papers, letters, memorandum, memoranda of oral communications, e-mails, text messages, Blackberry Messenger messages, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

Please be advised that this request is of a time-sensitive nature, and we require the requested records within ten (10) days. With respect to this production, I need to advise you that we believe that most if not all of the documents referenced in this request are maintained in such

a manner so that their retrieval does not require the expenditure of extraordinary efforts by your professional staff.

Finally, please note that if the NMMA maintains that any records under its maintenance and/or control are exempt from production, please provide us in writing with the specific basis for the exemption, including the statutory provision which may form the basis for the exemption. In the absence of any such communication, we will assume that all records shall be produced as they are identified and retrieved.

Thank you for your anticipated attention to this matter. If you have any questions, please do not hesitate to contact us at (305) 381-6060.

Sincerely,



John K. Shubin
For the Firm

cc: John Greco, Esq., Deputy City Attorney, City of Miami
Ben Wold, Executive Vice President, National Marine Manufacturers Association
Cathy Rick-Joule, VP National Marine Manufacturers Association Boat Shows

Exhibit E

LAW OFFICES

HOWE & HUTTON, LTD.

20 NORTH WACKER DRIVE
SUITE 4200
CHICAGO, ILLINOIS 60606-3191
TELEPHONE (312) 263-3001
FAX (312) 372-6685
www.howehutton.com

WASHINGTON, DC OFFICE
1991 PENNSYLVANIA AVENUE, N.W.
SUITE 1007
WASHINGTON, DC 10006
TELEPHONE (202) 466-7252
FAX (202) 566-5829

jth@howehutton.com

JONATHAN T. HOWE

April 17, 2015

VIA EMAIL: [jjshubin@shubinbass.com]

Mr. John K. Shubin
ShubinBass Professional Association
46 SW 1st Street, 3rd Floor
Miami, Florida 33130

Re: **Public Records Act Request/National Marine Manufacturers Association**

Dear Mr. Shubin:

We serve as general counsel for the National Marine Manufacturers Association. Your letter request of April 10, 2015, for response to a Public Records Act Request is respectfully denied.

Should you have any questions, please contact me directly.

Sincerely,



Jonathan T. Howe

JTH/jy

cc: Mr. Thomas Dammrich, NMMA
John Greco, Esq., Deputy City Attorney, City of Miami
Mr. Ben Wold, NMMA
Ms. Cathy Rick-Joule, NMMA

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