

**SERVICE AGREEMENT
FOR
GREATER FORT LAUDERDALE/BROWARD COUNTY CONVENTION CENTER**

THIS SERVICE AGREEMENT (together with the Exhibits attached hereto, the “**Agreement**”) is made and entered into by and between SMG, a Pennsylvania General Partnership, with an address at 1950 Eisenhower Blvd, Fort Lauderdale, FL 33316 (“**SMG**”), and _____, a Florida corporation, whose current address is _____ (the “**Provider**”) (each a “**Party**” and collectively referred to as the “**Parties**”).

BACKGROUND

SMG is the manager of the Greater Fort Lauderdale/Broward County Convention Center (the “**Facility**”), located in Fort Lauderdale, Florida, and owned by Broward County, Florida, a political subdivision of the State of Florida (the “**Owner**”). Pursuant to an agreement between SMG and Owner, SMG manages and operates the Facility (the “**Management Agreement**”). SMG desires to obtain the services of an independent company to perform certain functions relating to the Facility, as more particularly described in this Agreement. Provider has the personnel, material, equipment, and know-how to perform the types of services desired by SMG, as more particularly described in this Agreement. Accordingly, SMG desires to obtain those services from Provider, and Provider desires to perform those services for SMG, in accordance with the terms and conditions set forth herein.

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

1. Description of Services. Provider shall perform the services and work described on Exhibit A (the “**Services**”), and in doing so must comply with the terms of the Management Agreement. Exhibit A is a description of Provider’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the services and work described that exclusion would render performance by Provider impractical, illogical, or unconscionable.

2. Payment for Services. For all work and services provided under this Agreement, SMG will pay Provider up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
	\$
	\$
	\$
TOTAL NOT TO EXCEED	\$

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, in accordance with the payment terms and conditions set forth on Exhibit B, which amount shall be accepted by Provider as full compensation for all such Services.

SMG may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of the of Owner's withholding funds to SMG due to inadequate or defective work that has not been remedied or resolved to the Owner's satisfaction.

3. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on _____ ("Initial Term"), unless otherwise terminated as provided in this Agreement. The Initial Term, Extension Term(s), and any additional extension as described in this section are collectively referred to as the "Term." SMG may, in its sole discretion, extend this Agreement for up to three (3) additional one (1) year terms (each an "Extension Term") by sending notice of extension to Provider at least ninety (90) days prior to the expiration of the then-current term. Unless expressly stated in Exhibit B, Provider shall be compensated at the rates in effect when an Extension Term was invoked by SMG, and shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4. Default and Termination.

(a) Default. Provider shall be in default under this Agreement if any of the following occur: (i) Provider or any of its officers, employees, or agents fail to perform or fulfill any term, covenant, or condition contained in this Agreement and Provider fails to cure such default within five (5) calendar days after Provider has been notified in writing of such default; (ii) Provider makes a general assignment for the benefit of creditors; (iii) the filing by or against Provider of any petitions in bankruptcy either voluntary or involuntary, (iv) any transfer, assignment, or the passing of any benefits, rights, or obligations of this Agreement to creditors, assignees, or transferees of Provider without the prior written approval of SMG, which may be withheld in its sole and absolute discretion; (v) the abandonment or discontinuance by Provider, without written consent of SMG, of any or all of the Services permitted or required herein; or (vi) if Provider was a certified CBE or SBE with Broward County on the Effective Date of this Agreement, a failure to maintain such certification through the Term.

SMG shall be in default under this Agreement if SMG fails to perform or fulfill any term, covenant, or condition contained in this Agreement and SMG fails to cure such default within thirty (30) business days after SMG has been served with written notice of such default or SMG makes a general assignment for the benefit of creditors. SMG shall not be deemed to be in default under this Agreement if SMG fails to pay any of the fees due hereunder as a result of Provider's default under this Agreement.

Nothing herein shall be construed as excusing either Party from diligently commencing and completing a cure within a lesser time if reasonably possible.

(b) Termination. Upon a default pursuant to Section 4(a) hereof, the non-breaching Party may, at its option, upon written notice or demand upon the other Party, terminate this Agreement:

5. Insurance.

Provider shall, at its own expense, secure and maintain the insurance requirements stated in Exhibit C at all times during the term of this Agreement. Provider shall ensure that SMG and Owner are listed and endorsed as additional insureds on all policies required under this section. Not less than

thirty (30) days prior to commencement of this Agreement, Provider shall deliver to SMG certificates of insurance or other documentation sufficient to demonstrate the insurance coverage required in this section.

6. **INDEMNIFICATION.**

(a) **PROVIDER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SMG AND OWNER, AND THEIR CURRENT, PAST, AND FUTURE OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, DEMANDS, CLAIMS, LOSSES, LIABILITIES, AND EXPENDITURES OF ANY KIND, INCLUDING ATTORNEYS' FEES, COURT COSTS, AND EXPENSES, INCLUDING THROUGH THE CONCLUSION OF ANY APPELLATE PROCEEDINGS, RAISED OR ASSERTED BY ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT, AND CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY ANY INTENTIONAL, RECKLESS, OR NEGLIGENT ACT OR OMISSION OF PROVIDER, ITS OFFICERS, EMPLOYEES, OR AGENTS, ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, A "CLAIM"). IF ANY CLAIM IS BROUGHT AGAINST AN INDEMNIFIED PARTY, PROVIDER SHALL, UPON WRITTEN NOTICE FROM SMG, DEFEND EACH INDEMNIFIED PARTY WITH COUNSEL SATISFACTORY TO SMG AND OWNER, OR, AT SMGS OPTION, PAY FOR AN ATTORNEY SELECTED BY SMG AND OWNER TO DEFEND THE INDEMNIFIED PARTY. THE OBLIGATIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. IF CONSIDERED NECESSARY BY SMG, ANY SUMS DUE PROVIDER UNDER THIS AGREEMENT MAY BE RETAINED BY SMG UNTIL ALL CLAIMS SUBJECT TO THIS INDEMNIFICATION OBLIGATION HAVE BEEN SETTLED OR OTHERWISE RESOLVED.**

(b) THE OBLIGATIONS OF SUBPARAGRAPH (A) ABOVE SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

7. Compliance with Laws. Provider and all Services must comply with all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

8. Review and Audit Privileges. Provider shall keep and preserve, during the term of this Agreement and for at least three (3) years following the expiration or termination of this Agreement, full and accurate books, records, and accounts of Provider and its subcontractors that are related to this Agreement (collectively, the "**Records**"). Provider and its subcontractors shall give SMG and its designated representatives (which representatives may include, without limitation, independent auditors) access to the Records during such period of time to review and/or audit the Records, from time to time, upon request. Provider and its subcontractors shall also provide, at Provider's own expense, copies of all or a portion of the Records when so requested by SMG. In the event any audit conducted by an independent auditor discloses overpricing or overcharges to SMG of any nature by Provider in excess of five percent (5%) of the total billings reviewed by SMG, in addition to making adjustments for the overcharges, Provider shall pay the actual cost of such audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of SMG's findings to Provider.

Provider shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

9. Representations and Warranties. Provider hereby represents and warrants as follows:

(a) Provider has the full power and authority to enter into this Agreement and perform each of its obligations hereunder.

(b) Provider represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that Provider and each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Provider represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

(c) Provider represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Provider, threatened against or affecting Provider, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Provider to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Provider or on the ability of Provider to conduct its business as presently conducted or as proposed or contemplated to be conducted.

(a) Provider represents and warrants that all statements and representations made in Provider's proposal, bid, or other supporting documents submitted to SMG in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Provider executes this Agreement, unless otherwise expressly disclosed in writing by Provider.

(b) Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

(c) Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list.

(d) Provider represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with SMG on any of the grounds stated in Section 287.135, Florida Statutes.

(e) **Prohibited Telecommunications Equipment.** Provider represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Provider represents and certifies that Provider and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

(f) Provider acknowledges that SMG is materially relying on the representations, warranties, and certifications of Provider stated in this section, and SMG shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Provider; (c) set off from any amounts due Provider the full amount of any damage incurred; and (d) debarment of Provider.

10. Covenants. Provider hereby covenants as follows:

(a) Provider shall not occupy or use the Facility, nor shall interfere with the activities of the Facility, except as is reasonably necessary to perform the Services hereunder.

(b) Provider shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. “**Hazardous Material**” shall mean, without limitation, those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances”, or “solid waste” in any applicable state or federal environmental law.

(c) Provider shall not make any alterations or improvements to the Facility without the prior written consent of SMG.

(d) Provider shall not operate any equipment or materials belonging to SMG without the prior written approval of SMG.

(e) No portion of any passageway or exit at the Facility shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted

while the Facility is in use. Moreover, all designated exits shall be maintained in such manner as to be visible at all times.

(f) Provider's employees will adhere to the provisions of the SMG Business Conduct Policy Book, SMG Human Resource Policies & Procedures, and SMG Customer Service Training, the terms of which are incorporated herein by reference.

11. Confidentiality.

SMG agrees that the vast majority of documents and other records related to subcontractor agreements are subject to disclosure under Florida's public records laws. The Confidentiality section is intended to cover the rare situation in which SMG wants to share trade secret information with a subcontractor—e.g., a particular method or program developed separate from SMG's contract with the County—or other info that could be exempt from disclosure under Florida's public records act. In such a case, the information could lose trade secret protection/status if SMG fails to take proper protective measures, including having confidentiality provisions like this one.

As stated in subsection (f) of the provision, the confidentiality obligations don't apply to Information "required to be disclosed by judicial or administrative process, or in the opinion of counsel, by other mandatory requirements of law." So the applicability ends up being quite narrow.

(a) Generally, the documents, materials, and information associated with this Agreement and SMG's management and operation of the Facility are public records under Florida's public records laws and are subject to disclosure. However, in connection with the performance of the Services under this Agreement, SMG may provide to Provider confidential and/or proprietary information of SMG and its operations at the Facility that SMG believes constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) which information SMG shall separately submit and conspicuously label as "EXEMPT FROM PUBLIC RECORD PRODUCTION" or "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET" or both as applicable. A request for public records regarding this Agreement must be made directly to Owner, which will be responsible for responding to any such public records request. SMG and Provider will provide any requested records to Owner to enable Owner to respond to the public record request. As a condition to the provision of such information by SMG to Provider, Provider agrees to be bound by the terms of this Section 11.

(b) "Information" for the purpose of this Section 11 shall mean information SMG has separately submitted and conspicuously labeled in accordance with subsection (a) as being exempt from public record production or trade secret information.

(c) All Information disclosed by SMG to Provider shall remain the property of SMG and shall be kept secret and confidential and be maintained in confidence by Provider and its directors, officers, employees, consultants, subcontractors, and agents. In addition, Provider and its directors, officers, employees, consultants, subcontractors, and agents shall not, without the prior written permission of SMG, disclose in any manner whatsoever, in whole or in part, or use the

Information of SMG, other than for the purpose of performing its Services under this Agreement. Without limiting the foregoing, Provider shall restrict the custody, possession, knowledge, development, compilation, preparation, and use of the Information to its officers, employees, and permitted consultants, subcontractors, and agents who are directly involved in performing the Services hereunder to the extent such Information is needed in order to perform such services and then only on a confidential basis acceptable to SMG. If requested by SMG, Provider shall cause each of its officers, employees, and permitted consultants, subcontractors, and agents assigned to or otherwise involved in performing such services to agree to be bound by this Agreement as a condition of the continued provision of the Services hereunder.

(d) So long as Provider is restricted pursuant to this Section 11, Provider shall, notwithstanding the provisions of subparagraph (b) above, take all steps it would normally take to protect its own confidential information to ensure that the Information received by it shall be maintained in confidence and not disclosed or used as provided herein. Notwithstanding the foregoing, Provider shall be liable to SMG for any breaches or violations of this Agreement by any director, officer, employee, consultants, subcontractors, or agent of Provider.

(e) Upon SMG's written request, Provider shall promptly return to SMG all Information and tangible material (including all copies, models and samples thereof) that discloses or relates to any of the Information.

(f) The obligations of Provider under this Section 11 shall not apply to: (i) Information which, at the time of disclosure thereof, is in the public domain; (ii) Information which, after disclosure, becomes a part of the public domain by publication or otherwise, except by breach of this Agreement by Provider; (iii) Information which Provider receives from a third party who has the right to, and legally does, disclose the same to Provider; or (iv) Information which is required to be disclosed by judicial or administrative process or, in the opinion of counsel, by other mandatory requirements of law. Notwithstanding the foregoing, Information shall not be deemed in the public domain simply because it is included in more general information in the possession of Provider.

(g) In connection with the performance of the Services hereunder, any communications, oral or written, that Provider may need to have with any other party (including without limitation the Owner or its directors, officers, employees, agents, or representatives) shall be made through SMG and its designated officers and employees, unless Provider receives the prior written consent from SMG's General Manager at the Facility.

(h) Provider agrees that the provisions of this Agreement are reasonable and necessary to protect the interests of SMG and that SMG's remedies of law for a breach of any of the provisions of this Agreement will be inadequate and that, in connection with any such breach, SMG will be entitled, in addition to any other available remedies (whether at law or in equity), to temporary and permanent injunctive relief without the necessity of proving actual damage or immediate or irreparable harm, or of the posting of a bond. Notwithstanding the foregoing, if a court of competent jurisdiction shall determine any of the provisions of this Agreement to be unreasonable, Provider agrees to a reaffirmation of such provisions by such court to any limits which such court finds to be reasonable and that Provider will not assert that such provisions should be eliminated in their entirety by such court.

- (i) The obligations of confidentiality and non-use contained in this Section 11 shall expire five (5) years after the expiration or termination of this Agreement.

12. Construction of this Agreement.

(a) Choice of Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

(b) Interpretation. The paragraph headings are inserted herein only as a matter of convenience and for reference and are in no way intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section, paragraph, or article of this Agreement, such reference is to the section, paragraph, or article as a whole, including all subsections and subparagraphs thereof, unless the reference is made to a particular subsection or subparagraph of such section, paragraph, or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the subject matter of this Agreement. Unless expressly authorized herein, no alteration, amendment, or modification of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of SMG and Provider.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

(e) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of SMG, and to such successors and assigns of Provider as are permitted to succeed to the Provider’s right upon and subject to the terms hereof.

(f) Independent Contractor; No Partnership. SMG and Provider shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, SMG or Provider a partner

If to Provider: _____

Attention: _____

(d) Cooperation/Mediation.

(i) The Parties desire to cooperate with each other in the performance of their respective duties pursuant to the terms of this Agreement. In keeping with this cooperative spirit and intent, any dispute arising hereunder, other than those necessary to preserve, protect, enforce, or defend the rights and/or obligations of either SMG and/or the Owner under the Management Agreement which shall be exempt from the mediation requirements of this Section **13(d)**, will first be referred to the parties' respective agents or representatives prior to either party initiating a legal suit, who will endeavor in good faith to resolve any such disputes within the limits of their authority and within thirty (30) days after the commencement of such discussions. If and only if any dispute remains unresolved after the parties have followed the dispute resolution procedure set forth above, the matter will be resolved pursuant to Sections **13(d)**(ii) and (iii) below.

(ii) If any dispute between the Parties has not been resolved pursuant to Section **13(d)**(i) above, the Parties will endeavor to settle the dispute by mediation under the then current Center for Public Resources ("CPR") model procedure for mediation of business disputes or, if such model procedure no longer exists, some other mutually agreeable procedure. Within ten (10) business days from the date that the Parties cease direct negotiations pursuant to Section **13(d)**(i) above, SMG shall select a neutral third-party mediator, who shall be subject to the reasonable approval of Provider. Each Party will bear its own cost of mediation; provided, however, the cost charged by any independent third-party mediator will be shared equally by the Parties.

(iii) The Parties agree that any mediation proceeding (as well as any discussion pursuant to Section **13(d)**(i) above) will constitute settlement negotiations for purposes of the federal and state rules of evidence and will be treated as non-discoverable, confidential, and privileged communication by the Parties and the mediator. No stenographic, visual, or audio record will be made of any mediation proceedings or such discussions. All conduct, statements, promises, offers, and opinions made in the course of the mediation or such discussion by any Party, its agents, employees, representatives, or other invitees and by the mediator will not be discoverable nor admissible for any purposes in any litigation or other proceeding involving the Parties and will not be disclosed to any third party.

(iv) The Parties agree that this mediation procedure will be obligatory and participation therein legally binding upon each of them. In the event that Party refuses to adhere to the mediation procedure set forth in this Section **13(d)**, the other Party may bring an action to seek enforcement of such obligation in any court of competent jurisdiction.

(v) The Parties' efforts to reach a settlement of any dispute will continue until the conclusion of the mediation proceeding. The mediation proceeding will be concluded when: (i) a written settlement agreement is executed by the Parties; (ii) the mediator concludes and informs the Parties in writing that further efforts to mediate the dispute would not be useful; or (iii) the Parties agree in writing that an impasse has been reached. Notwithstanding the foregoing, either Party may withdraw from the mediation proceeding without liability therefor in the event such proceeding continues for more than forty-five (45) days from the commencement of such proceeding. For purposes

of the preceding sentence, the proceeding will be deemed to have commenced following the completion of the selection of a mediator as provided in Section 13(d)(ii).

(vi) If any dispute has not been resolved pursuant to the foregoing, either Party can initiate litigation and/or terminate this Agreement as provided in Section 5 herein. The procedure specified in this Section 13(d) shall be the sole and exclusive procedure for the resolution of disputes between the Parties arising out of or relating to this Agreement; provided, however, that a Party, without prejudice to the above procedures, may file a complaint to seek a preliminary injunction or other provisional judicial relief, if in its sole discretion such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Section 13(d).

(vii) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 13(d) are pending. The Parties will take such action, if any, required to effectuate such tolling. Each Party shall be required to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances.

(e) Force Majeure. Except as otherwise provided herein, neither Party shall be liable for any loss or delay resulting from any force majeure event, including, but not limited to, acts of God, fires, natural disaster, terrorism, epidemics/pandemics/public health emergencies, quarantine restrictions, labor stoppage, failure of public utilities, civil unrest, orders or directives of applicable federal, state, or local governmental entities (including, but not limited to Owner), or war or military hostilities, and any delivery or performance date shall be extended to the extent of any resulting delay.

(f) Property of SMG. To the extent that any materials are developed or prepared by Provider in connection with the performance of its obligations hereunder, then such materials shall be deemed to be a part of this Agreement and shall be and remain the property of SMG at all times, notwithstanding the expiration or termination of this Agreement at any time for any reason.

(g) Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

(h) Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Section 1 through 13 of this Agreement, the provisions contained in Sections 1 through 13 shall prevail and be given effect.

(i) Incorporation by Reference. The attached Exhibits are incorporated into and made a part of this Agreement.

(j) Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an

original, but all of which, taken together, shall constitute one and the same agreement.

(k) Owner's Regulatory Authority/Capacity. Notwithstanding the fact that Owner is a political subdivision with certain regulatory authority, Owner's status as an express third-party beneficiary under this Agreement is not in its regulatory capacity. If Owner exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to Owner's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to Owner as a third-party beneficiary under this Agreement, nor impact any rights Owner may have as a third-party beneficiary.

(l) Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Provider certifies that it has and will maintain a drug-free workplace program throughout the Term.

(m) Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Provider shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Provider shall ensure all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: SMG, signing by and through its _____ duly authorized to execute same, and Provider, signing by and through its _____ duly authorized to execute same.

SMG

WITNESSES:

SMG, a General Partnership

Signature

By _____
Authorized Signor

Print/Type Name

Print/Type Name & Title

20__.
Signature

____ day of _____,

Print/Type Name

Provider

WITNESSES:

[Insert Provider]

Signature

By _____
Authorized Signor

Print/Type Name

Print/Type Name & Title

20__.
Signature

____ day of _____,

Print/Type Name

BCCC Service Agt ISP 5_06_21_v6-2021-0611
5/18/21, 6/11/21

EXHIBIT A
DESCRIPTION OF SERVICES

EXHIBIT B
PAYMENT SCHEDULE

EXHIBIT C

INSURANCE

(a) A commercial general liability insurance policy in form acceptable to SMG including: (1) premises/operations, (2) products/completed operations liability, (3) property damage, (4) broad form contractual, and (5) personal injury, bodily injury and advertising injury. This general liability insurance shall have limits not less than:

- (i) \$1,000,000 each occurrence
- (ii) \$1,000,000 general aggregate

(b) commercial automotive bodily injury and property damage insurance in form acceptable to SMG for business use covering all vehicles operated by Provider, its officers, agents, and employees in connection with the Services, whether owned by Provider, SMG, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage);

(c) commercial umbrella liability insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence; and,

(d) Worker's Compensation insurance which meets applicable statutory limits including employer's liability with limits not less than:

- (i) \$100,000 bodily injury by accident – each accident
- (ii) \$100,000 bodily injury by accident – each employee
- (iii) \$500,000 bodily injury by disease – policy limit

(e) The following shall apply to the insurance policies described in (a,b,and c) above:

(i) Provider shall ensure that SMG and Owner are listed and endorsed as additional insureds on all policies required under this Section 5. Not less than thirty (30) days prior to the commencement of this Agreement, Provider shall deliver to SMG certificates of insurance evidencing the existence thereof, all in such form as SMG may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of SMG, Risk Management Director, 300 Conshohocken State Rd., Suite 770, West Conshohocken, PA, 19428, and Broward County, Florida, 1950 Eisenhower Blvd, Ft Lauderdale, FL 33316." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to the expiration of this Agreement, Provider shall deliver to SMG at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iii) Provider hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Provider under this Agreement, including, without limitation, Provider's indemnification obligations under Section 6 below.

(iv) The policies shall be issued by insurance companies licensed to do business in the State of Florida with the financial rating of at least A-V status, as rated in the most recent edition of Best's Insurance Reports.

(v) Except as otherwise provided above, the insurance policies shall be issued as primary policies.

(f) The terms of all insurance policies referred to in this Exhibit C **SHALL PRECLUDE SUBROGATION CLAIMS AGAINST SMG, OWNER,** and their respective o