

Exhibit C

RECORDKEEPING, INSPECTION and AUDIT
PROCEDURES

LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in Agreement and in this Exhibit.

CITY shall have the right to audit the books, records, and accounts that are pertinent and related to this Agreement. LICENSEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of LICENSEE shall be kept in a written form, or in a form capable of conversion into written form and, upon CITY request to do so be provided to CITY within a reasonable time. All data provided shall be compatible so that CITY system should be able to read or view it. LICENSEE shall make same available at no cost to CITY in written form.

LICENSEE shall keep a true and accurate account of all monies received and spent attendant to this Agreement and the Seafood Festival (Event) activities.

LICENSEE shall be required to record, and preserve complete and accurate records and make available at all reasonable times for CITY'S local inspection, examination and audit, complete and accurate records for all work performed hereunder as required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as amended from time to time if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination or expiration of this Agreement. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

LICENSEE shall preserve and make available locally at a reasonable time for CITY's examination, inspection and audit at reasonable times all supporting documentation and records including but not limited to: all business records, bookkeeping/accounting records, monthly reconciliations, financial records, statistical records, receipts, invoices, bank statements, attendance rosters/logs, time logs, sign in sheets, state tax returns and any other documents attendant to LICENSEE's work hereunder and as required in Agreement and Exhibits. LICENSEE shall, by written contract, also require its subcontractors to agree to the requirements and obligations of this Exhibit and Agreement Article(s).

LICENSEE shall agree if City examination or audit discloses a liability of fees, LICENSEE shall promptly pay the amount due. If such liability exceeds three percent (3%) of the monthly fees or compensation to CITY, LICENSEE shall pay CITY the amount due and also pay for the cost of the CITY's audit within 10 calendar days.

LICENSEE agrees that incomplete and incorrect entries in LICENSEE records will be grounds for the CITY's allowance of any fees based upon such entries and audit as well as termination of this Agreement.