

EXHIBIT D

RECORDKEEPING AND AUDIT

PROCEDURES

LICENSEE shall conform to generally accepted accounting methods and procedures and those set forth in the Agreement.

LICENSEE and its employees providing services and merchandise hereunder this agreement shall be required to record and preserve complete and accurate records attendant to this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. 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 be required to make available locally at a reasonable time for CITY's examination and audit all such financial records, supporting documents, financial and statistical records and any other documents, including state sales tax returns, monthly reconciliations, and any other documents attendant to LICENSEE's provision of goods, merchandise, and services under this Agreement. If such examination or audit discloses a liability of fees, LICENSEE shall promptly pay the amount due. If such liability exceeds three percent (3%) of the fees, LICENSEE shall pay CITY the amount due and also pay for the cost of the CITY's audit within 10 calendar days.

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