

EVENT AGREEMENT

This EVENT AGREEMENT (this “**Agreement**”) made this 12 day of July, 2021, by and between SVAP Pompano Citi Centre, L.P., a Delaware limited partnership (“**Owner**”), and the City of Pompano Beach (“**Organization**”).

Owner hereby grants Organization permission to enter upon the property commonly known as Pompano Citi Centre, located in Pompano Beach, Florida (the “**Shopping Center**”), solely for the non-exclusive use of that certain space more particularly described as the “Venue and Description of the Premises” below (the “**Premises**”) for the conduct of that certain event more particularly described by the “Event Description” below (the “**Event**”), in accordance with, and subject to, the General Terms and Conditions hereinafter set forth and the Rules and Regulations for the Conduct of Promotional Events attached hereto as Exhibit A.

For purposes of this Agreement the terms “Organization” and “Promoter” are synonymous.

Event Name: Covid-19 Vaccination Drive

Business/Contact of Promoter: Pete McGinnis, Fire Marshal

Phone Number: 954-786-4719

Address: 120 SW 3rd Street Pompano Beach, FL 33060

Venue and Description of Premises (see map - exhibit D): The back parking lot area behind Lowes/Macy's spaces will be used for this event. Site will be managed by Pompano Beach Fire Rescue but the vaccination will be provided and administered by the Florida Department of Health. Event coordinators will work in conjunction with our current BSO obligations for the site; and ONLY provide service on Monday, Wednesday, Friday, Saturday & Sunday to allow BSO events to take place as well on the off days. 500 daily vaccination by appointment will be provided from 8am to 5pm. Appointment holders will only be able to check-in 30 minutes in advance and must stay on-site for 15 to 30 after shot is administered. BSO will provide all security and traffic control. Mall Management to approve all setups and request changes/adjustments as needed. Owner will have the absolute and unconditional right to terminate this agreement upon not less than thirty (30) days prior written notice to Organization/Promoter.

Date, Time and Duration: Vaccination drive, as stated above, from August 1, 2021 and end by September 15, 2021. If additional dates are required, “**Organization**” will make request to “**Owner**” and a new agreement will be drafted.

Estimated Number in Attendance: 500 appointments per day

Promoter Fee: \$0.00

[X] Other Rate (describe): \$0.00

* exclusive of existing tenants of the Shopping Center; as used herein, “vendor” means any

vendor participating in the Event, or other person or entity whose business is otherwise promoted at the Event, including, without limitation, through the display of advertising, distribution of materials, or otherwise.

Security Deposit. \$0.00

GENERAL TERMS AND CONDITIONS

1. **Term.** Promoter shall have the non-exclusive use of the Premises during the "Date, Time and Duration" of the Event set forth on face page of this Agreement (the "**Term**"), unless this Agreement shall be sooner terminated as hereinafter set forth. Upon the expiration of the Term or earlier termination of this Agreement, Promoter shall (i) remove all of its personal property, signs, sets, displays, equipment and cabling from the Shopping Center, (ii) restore the Premises to the condition in which the Premises existed prior to the installation of thereof, (iii) repair all damage to the Premises and the Shopping Center caused by such removal, and (iv) surrender to Owner the Premises, broom-clean and in good condition.

2. **License Fee.** Upon the execution of this Agreement by Promoter, Promoter shall pay to Owner, without set-off, offset, abatement or deduction whatsoever, the "Promoter Fee" set forth on the face page of this Agreement, which shall be non-refundable under any circumstance and shall be deemed fully-earned by Owner upon payment to Owner thereof.

3. **Security Deposit.** Upon the execution of this Agreement by Promoter, Promoter shall deliver to Owner a security deposit in the amount of the "Security Deposit" set forth on the face page of this Agreement (the "**Security Deposit**"), as security for the full and faithful performance and observance by Promoter of this Agreement. If Promoter shall default under this Agreement, Owner may apply or retain the whole or any part of the Security Deposit, to the payment of any sums required to be paid by Promoter, or to reimburse Owner for any amounts expended by Owner, in respect of such default. If Promoter shall fully and faithfully comply with this Agreement, any unapplied portion of the Security Deposit shall be returned to Promoter after the expiration of the Term and surrender of the Premises by Promoter.

4. **Insurance.** Promoter shall, at all times during the Term and such other period(s) as Promoter may use and/or occupy the Premises, maintain and keep in full force and effect, at Promoter's sole cost and expense, and cause each vendor to maintain and keep in full force and effect, at such vendor's sole cost and expense, such insurance, in such amounts and with such limits and deductibles, in such form, and with licensed carriers with such ratings, as Owner shall reasonably require, including, without limitation, Statutory Workers' Compensation including Employer's Liability Insurance, Commercial General Liability, and Automobile Liability Insurance as more particularly set forth on **Exhibit C**. Promoter shall furnish Owner with Certificates of Insurance reasonably acceptable to Owner evidencing compliance with the foregoing prior to Promoter's or any vendor's entry upon the Premises. All such policies of insurance required to be maintained hereunder shall name Owner and such other persons as Owner shall require, each, as "Additional Insured", and shall require at least thirty (30) days written notice to Owner of cancellation, modification or non-renewal.

5. **Signage; Alterations.** The content, dimensions and location of all signage, advertising materials, and/or other displays or items used by Promoter to promote the Event, or used by Promoter or any of its vendors in or about the Premises or Shopping Center during the Event, shall be subject to Owner's prior written approval. Owner shall not be obligated to perform any alterations, improvements or changes in order to make the Premises suitable and ready for occupancy and use by Promoter, and Promoter shall accept the Premises "as-is" upon the date(s) of the Event. Promoter shall not make any alterations, improvements or changes in, to or about the Premises or the Shopping Center, whether of a temporary or permanent nature, without Owner's prior written approval. Promoter shall immediately discharge any lien(s) filed against the Shopping Center for work claimed to have been done for, or materials claimed to have been furnished to, Promoter.

6. **Rules.** The Premises may be used by Promoter solely for the operation of the Event and for no other purpose whatsoever. Promoter shall conduct the Event in a dignified, first-class and reputable manner which shall not detract from the character, appearance or dignity of the Shopping Center. In addition, Promoter shall conduct the Event in a manner which shall not interfere with pedestrian or vehicular traffic in or about the Shopping Center. During the Event, the Premises (and all merchandise and all other displays therein) shall be kept in a neat, clean, orderly and professional manner. Promoter shall not occupy or use (or permit any other person or entity to occupy or use) the Premises for any immoral purpose, or in any manner that would cause any nuisance in or about the Premises or the Shopping Center, or in any manner that would constitute a violation of any restrictive covenant affecting the Shopping Center or the lease of any existing tenant of the Shopping Center. Promoter agrees to comply with the Shopping Center's Rules and Regulations, a copy of which is attached hereto as **Exhibit B**, as well as the Rules and Regulations for the Conduct of Promotional Events attached hereto as **Exhibit A**, in each case, as same may be modified by Owner from time to time. Promoter also agrees to comply with all rules, regulations, ordinances, and statutes of any governmental entity or nongovernmental entity having jurisdiction over Owner or Promoter, and to obtain all necessary permits, licenses or other approvals that may be required from any governmental or nongovernmental entity to conduct the Event. Upon notice from Owner, Promoter shall immediately cease any use of the Premises causing a violation of the foregoing provisions of this paragraph.

7. **Vendors.** No vendor shall directly or indirectly participate in the Event, nor shall the business of any vendor be promoted at the Event, unless such vendor shall have been previously approved by Owner in writing. Promoter shall cause each vendor to fully and faithfully comply with and observe each and every provision of this Agreement, as if each such vendor were the Promoter hereunder, mutatis mutandis. Promoter hereby agrees that the breach of any provision of this Agreement by a vendor shall be deemed to constitute a breach of such provision of this Agreement by Promoter.

8. **Release.** Owner shall not provide security or supervision for the Event or protection against any loss, injury or damage that may be sustained by Promoter or its employees, representatives, agents, contractors, vendors, invitees or visitors (collectively, the "**Releasing Parties**"). Promoter shall be solely responsible for the care and safekeeping of all property brought into the Shopping Center by Promoter or any of the Releasing Parties. The Event shall be conducted at the sole risk, cost and expense of Promoter. Accordingly, the Releasing Parties hereby absolutely and unconditionally release and forever discharge each of the Released Parties from any and all claims, known and unknown, which any of the Releasing Parties may have now or in the future against any of the Released Parties, which arises out of, or in connection with, injury, damage or loss resulting from the use and/or occupancy of the Shopping Center or Premises by any of the Releasing Parties in connection with the Event, and/or the acts or omissions of the Releasing Parties in or about the Shopping Center in connection with the Event, regardless of how such injury, damage, or loss may arise, and regardless of any contributory fault or negligence of any of the Released Parties in connection therewith. Promoter hereby waives any right to seek damages from Owner in connection with any loss, injury or damage suffered by any of the Releasing Parties arising out of, or in connection with, this Agreement or the Event. The provisions of this paragraph shall survive the expiration of the Term or earlier termination of this Agreement.

9. **Indemnification.** To the extent permitted by law and pursuant to the limits set forth in Section 768.28, Florida Statutes, Promoter shall defend, indemnify and hold harmless Owner and its employees, representatives and agents (collectively, the "**Released Parties**"), from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind

and nature arising out of, or in connection with, (a) any act or omission or negligence of the Releasing Parties, (b) any accident, injury or damage caused to any person or property occurring during the Term in or about the Premises, and/or (c) any breach by Promoter of this Agreement. The provisions of this paragraph shall survive the expiration of the Term or earlier termination of this Agreement.

10. **Force Majeure; Special Damages.** Owner shall not be liable to Promoter for delays or failures in performance resulting from unforeseen causes beyond the reasonable control of Owner. The obligations of Owner under this Agreement do not constitute personal obligations of Owner, and Promoter will look solely to Owner's then existing interest in the Shopping Center, and to no other assets of Owner, for satisfaction of any liability of Owner under this Agreement. In no event shall Owner be liable to Promoter, or any person claiming by, through or under Promoter, for any consequential, incidental, or special damages arising out of this Agreement.

11. **Defaults.** In the event that Promoter shall default under any provision of this Agreement, Owner shall have all rights and remedies available at law or in equity with respect thereto, and, in addition, shall have the right to (a) terminate this Agreement by giving Promoter notice to such effect, and in such event, this Agreement shall terminate on the date specified by Owner, and/or (b) cure such default and seek reimbursement from Promoter for any costs and expenses thereby incurred by Owner.

12. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Florida, without regard to principles of conflicts of laws. Promoter represents and warrants to Owner the person signing this Agreement on its behalf has been duly authorized and that this Agreement constitutes the binding obligation of Promoter. Promoter

further represents and warrants to Owner that it has not dealt with any finder or broker in connection with this Agreement. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed a single instrument. The parties agree that PDF or facsimile signatures shall be accepted as originals. No provision of this Agreement shall be deemed to have been waived by Owner, unless such waiver be in writing signed by Owner. Promoter shall not record this Agreement or any memorandum hereof. Neither this Agreement nor Promoter's right to use or occupy the Premises hereunder may be assigned, delegated, or otherwise transferred by Promoter. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, representatives, and permitted assigns. This Agreement constitutes the entire agreement between the parties with respect to the Premises, supersedes all prior and contemporaneous written or oral agreements and understandings pertaining thereto, and cannot be modified except by a writing signed by the party against whom enforcement is sought. This Agreement shall be subordinate to any mortgage or superior lease, or any modification, extension, or renewal of any such mortgage or superior lease, entered into by Owner, from time to time, as may encumber all or part of the Premises. This subordination shall be automatic and self-operative. It is the express intention of Owner and Promoter in this Agreement to create the relationship of licensor and licensee only, and no other relationship whatsoever, and nothing herein shall be construed to make Owner and Promoter landlord and tenant, joint-ventures, partners, or to create an agency relationship between them. OWNER AND PROMOTER WAIVE TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE EVENT OR THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Organization is a Florida Municipal Corporation subject to Chapter 119, F.S., Florida's Public Records Laws. As such, this Agreement and communications relating thereto are subject to disclosure upon request pursuant to said statute, and both parties to this Agreement shall act in full accordance with statutory requirements in this regard.

OWNER:	ORGANIZATION:
SVAP POMPANO CITI CENTRE, L.P., a Delaware limited partnership By: SVAP Pompano Citi Centre GP, LLC, a Delaware limited liability company, its General Partner By: SVAP Pompano Citi Centre Holdings, L.P., a Delaware limited partnership, its Managing Member By: SVAP Pompano Citi Centre Holdings GP, LLC, a Delaware limited liability company, its General Partner By: SVAP GP, LLC, a Delaware limited liability company, its Manager By: _____ Name: Greg Moross Title: Vice President	City of Pompano Beach By: _____ Name: Title:

EXHIBIT A

RULES AND REGULATIONS FOR THE CONDUCT OF PROMOTIONAL EVENTS

- **Graphics**

- All posters and banners to be utilized by Promoter during the Event must be provided to Shopping Center management at least four (4) weeks prior to the Event.

- **Vendors**

- At least one (1) week prior to the Event, Promoter shall cause each vendor participating in the Event to execute and deliver to Owner (x) an application for participation, on Owner's standard form, and (y) a Hold Harmless Agreement, on Owner's standard form.
- Owner reserves the right to refuse any vendor or entertainer from participating in the Event if, in Owner's sole discretion, such participation would constitute a violation of any restrictive covenant affecting the Shopping Center or the lease of any existing tenant of the Shopping Center.
- All vendor displays must have tablecloths; all non-standard vendor displays are subject to the review and approval of Owner.

- **Entertainers**

- At least one (1) week prior to the Event, Promoter shall cause each all entertainer (including, without limitation, each face painter, dancer, band, etc.) participating in the Event to execute and deliver to Owner (x) an application for participation, on Owner's standard form, and (y) a Hold Harmless Agreement, on Owner's standard form.

- **Advertising**

- Upon the execution of this Agreement by Promoter, Promoter shall provide to Owner a detailed list of paid or in-kind advertising to be utilized in connection with the promotion of the Event.

- **Event Setup**

- At Owner's request, Promoter must participate in walk-through of the Premises at least one (1) week prior to the Event.
- Promoter must request use of stage and/or Shopping Center equipment at least one (1) week prior to the Event. If approved by Owner, Promoter must abide by Owner's rules and regulations with respect to the use of any stage and/or such equipment. All equipment must be signed-out by Promoter with Shopping Center security personnel prior to use, and signed back-in upon return. Such use shall be at Promoter's sole risk. Promoter shall be responsible for the repair of any damage caused by such use.
- Upon the date of the Event, Promoter shall, and shall cause each vendor, to sign-in with Shopping Center security personnel upon arrival, and sign-out with Shopping Center security personnel upon departure.

EXHIBIT B

SHOPPING CENTER RULES AND REGULATIONS

Promoter covenants and agrees that Promoter will comply with (and require all of Promoter's employees and vendors to comply with) all Rules and Regulations set by Owner from time to time for the operation of the Shopping Center or the Premises, including but not limited to the following:

1. Promoter will not affix or maintain upon the glass panes and supports of the show windows (and within twenty-four (24) inches of any window), if any, doors, if any, roof and the exterior walls of the Premises, any signs, advertising placards, names, insignias, trademarks, descriptive material or any other such like item or items, nor will any of said signs or items be placed within the Premises if such signs or items are located in such a manner as to materially obstruct a view of the Premises from the Shopping Center or from any part of the outside. Owner will have the right, without giving prior notice to Promoter and without any liability for damage to the Premises or property kept or stored by Promoter, reasonably caused thereby, to remove any of the same from the Premises.
2. No awning, vent, structure, improvements, obstructions or projections of any kind will be placed on or to the exterior walls of the Premises or the building of which they form a part without, in each instance, the prior written consent of Owner.
3. All loading and unloading of goods will be done only at such times, in the areas and through the entrances designated for such purpose by Owner.
4. All garbage, recycling materials, and refuse will be kept in the kind of container specified by Owner, and will be placed in the areas designated by Owner, prepared for collection in the manner and at the times and places specified from time to time by Owner. Owner will provide or designate a service for collection of refuse and garbage. Promoter will use same, at Promoter's expense, which may be billed directly to Promoter by designated waste service provider.
5. No radio, satellite, or television equipment will be erected on the roof or exterior walls of the Premises without the prior written consent of Owner. Any equipment so installed will be subject to removal without notice at any time, and any damage to the walls or roof caused by such removal will be the responsibility of Promoter. Owner will designate satellite service systems available at the mall, and Promoter will contract directly, and at Promoter's expense, with designated satellite service systems.
6. No loudspeakers, televisions, phonographs, radios, flashing lights, machinery, or other devices will be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Owner.
7. No auction, fire, bankruptcy, lost-our-lease, or similar sales will be conducted on or about the Premises without the prior written consent of Owner.
8. Promoter will keep Promoter's display windows, if any, illuminated and the signs lighted each and every day of the Term during Mall Hours.
9. The outside areas immediately adjoining the Premises will be kept clear at all times by Promoter, and Promoter will not place nor permit any obstructions, garbage, refuse, improvements, merchandise or displays in such areas.
10. Nothing is to be attached or placed on the roof or exterior walls of the Premises.
11. Promoter and Promoter's employees and vendors will not park their motor vehicles in those portions of the parking area designated for customer parking by Owner. Promoter will furnish Owner the state automobile license numbers assigned to Promoter's motor vehicle or vehicles and the vehicles of Promoter's employees and vendors within five (5) days after request by Owner, and Promoter will thereafter notify Owner of any changes of the same within five (5) days after such changes occur. If Promoter or Promoter's vendors or employees park in portions of the parking area designated for customer parking, and such unauthorized parking will continue after written notice is given to Promoter by Owner, Owner may at any time thereafter, in addition to any other remedies Owner may have, charge Promoter TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) per day for each day or partial day per vehicle parked in any areas other than those designated, and have any such vehicle removed at Promoter's expense.
12. Promoter will use, at Promoter's expense, such pest extermination contractor as Owner may direct and at such intervals as Owner may require; and Promoter will not keep or permit any live animals of any kind in, upon or about the Premises, unless expressly allowed by Owner.

13. Promoter and Promoter's employees and vendors, will not solicit business in the parking or other joint use areas, nor will Promoter and Promoter's employees or vendors, distribute any handbills or other advertising matter in the joint use area, or on automobiles parked in the parking areas of the joint use areas.
14. Promoter will not carry on any trade or occupation or operate any instrument or apparatus or equipment which emits an odor or causes a noise discernible outside of the Premises and which may be deemed offensive in nature.
15. Promoter will not place or maintain any temporary sign(s) or fixture(s) (including portable trade fixtures, displays or folding tables) for the display of merchandise within three (3) feet to either side of any entrance within the Premises without prior written consent of Owner, and in no event will a merchandise display extend beyond the frontage line of the Premises. This will not preclude the use of merchandise displays within the confines of the Premises provided such displays do not in any manner block the entrance to the Premises and such displays are approved by Owner.
16. Promoter will not use the plumbing facilities for any purpose other than for that which they are constructed, and no grease or foreign substance of any kind will be thrown therein, and the expense of any breakage, stoppage or damage (whether on or off the Premises) resulting therefrom will be borne by Promoter.
17. Promoter and Promoter's employees and vendors will not loiter in the common areas of the Shopping Center, nor in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, truckways, loading docks, package pick-up stations, ramps, stairways, entrances and exits to the Shopping Center, and will use the same only as passageways to and from the Premises. Owner reserves the right to exclude or expel from the Shopping Center any person who, in the judgment of Owner, is intoxicated or under the influence of liquor or drugs, or who will in any manner do any act in violation of the Rules and Regulations of the Shopping Center.
18. No cooking will be done or permitted in the Premises without Owner's prior written consent, except that equipment for brewing coffee, tea, hot chocolate and similar beverages will be permitted, provided that such equipment and use is in accordance with all governmental requirements and such food preparation is limited exclusively to food consumed by Promoter or Promoter's employees.
19. Promoter is required to observe all security regulations issued by Owner and to comply with instructions and/or directions of the duly authorized personnel for the protection of the Shopping Center and all tenants therein. Access by Promoter to the Premises or the Shopping Center before or after mall hours will be subject to clearance by the security personnel of the Shopping Center and to compliance with such procedures as may be imposed by such personnel, including presentation of identification satisfactory to such personnel.
20. Neither Promoter nor Promoter's employees and representatives will not go on the roof of the building without the prior approval of Owner.
21. The requirements Promoter will be attended to only upon written application to Owner at the general offices of the Shopping Center, and employees of Owner will not perform any work or do anything outside of their regular duties except upon instructions from Owner.
22. Owner may waive any one or more of these rules for the benefit of any particular promoter or tenant, but no such waiver by Owner will be construed as a waiver of such rules in favor of any other promoter or tenant, nor prevent Owner from thereafter enforcing any such rules against any or all of the promoters or tenants of the Shopping Center. No waiver of any rule or regulation by Owner will be effective unless expressed in writing signed by Owner.
23. Owner reserves the right, at any time, to change or rescind any one or more of these Rules and Regulations or to make such other and further Rules and Regulations as in Owner's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Shopping Center, for the preservation of good order therein and for the convenience of tenants and visitors to the Shopping Center. Any such amendments, deletions or additions to these Rules and Regulations will be effective immediately upon delivery of written notice thereof to Promoter.
24. Promoter will abide by any additional Rules or Regulations which are ordered or requested by any governmental authority. Promoter and Promoter's employees and vendors will be responsible for the observance of these rules.
25. Owner will not be responsible to Promoter or to any other person for the nonobservance or violation of these Rules and Regulations by any other tenant or person.

EXHIBIT C

REQUIRED INSURANCE COVERAGES AND LIMITS

1 Commercial General Liability Insurance, to include personal injury liability, contractual liability, non-owned automobile liability and owners' and contractors' protective insurance coverage, written on an occurrence basis with inclusive limits of not less than \$2,000,000 for bodily injury to any one or more persons, or property damage, and containing severability of interests and cross-liability clauses.

2 Automobile Insurance on a primary and non-contributory basis covering all owned, non-owned and hired automobiles with limits of liability of not less than \$1,000,000 for bodily injury to any one person, and \$1,000,000 for property damage for each accident.

3 Worker's Compensation Insurance covering all employees, agents and contractors of Promoter performing work in, on, or with respect to the Premises, in amounts not less than those required by applicable law.

4 Employers liability insurance covering all employees, agents and contractors of Promoter performing work in, on or with respect to the Premises, in amounts not less than \$500,000 for each accident and \$500,000 for diseases. \$500,000 for disease – Each Employee, and \$500,000 for Disease-Policy Limit.

Event Site Plan

