



EVENT PERMIT

Ordinance 17-08

Fort Myers Home & Remodeling Show

PERMIT NUMBER: TMP2023-01282

Date(s) of Event: January 10, 2024 through January 15, 2024

Property Owner: LEE COUNTY

Applicant: Jackielou White
954-270-2187

Description: Fort Myers Home & Remodeling Show is a leading home show event in SW Florida, featuring top exhibitors and innovative remodeling ideas for your home. Professional Show Management produces high-quality "Face-to-Face" community events that promote local businesses.

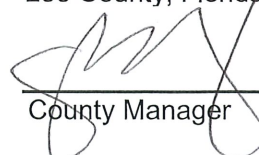
Location of event: 11831 BAYSHORE RD, NORTH FORT MYERS, FL 33917
Lee Civic Center

Will the event be attended by 1000 or more people ?	Yes
Will the event be held on County Owned Property ?	Yes
Will there be alcohol consumed or sold at the event ?	No
Will a bond be posted for this event ?	No

Permit Conditions:

- * Applicant must meet all event application requirements, including requirements of the sign-off agencies.
- * The premises is to be left in the same condition as it was prior to the event.
- * The permit is to be readily available for inspection during the entire event.
- * If this approval includes the sale or consumption of alcoholic beverages, no alcoholic beverages may be consumed 1 1/2 hours prior to the conclusion of the event and vacating the facility/property.

Board of County Commissioners
Lee County, Florida

 12/21/23
 County Manager Date



Lee County
Southwest Florida

Event Application

Special Event

Use of
County
Property

Alcohol
within Lee
County
Facilities

Film, Video
&
Photography

Fort Myers Home & Remodeling Show

TMP2023-01282

Lee County Event Permit Application



Event Application

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

Section I - GENERAL INFORMATION (All Permit Types)	
Title of Event / Name of Production	Fort Myers Home & Remodeling Show January 10 - 15, 2024
Date(s) of Event / Production:	Show Days / Event Days: Friday, January 12 Noon - 5:00 pm / Saturday, January 13 10:00 am - 5:00 pm / Sunday, January 14 11:00 am - 4:00 pm Move-In: Wednesday, January 10 Noon to 6:00 and January 11 Noon to 6:00 pm and Friday, January 12 9:00 am to 11:30 am. Move-Out: Sunday, January 4:00 pm - 6:00 pm and Monday, January 15 8:30 am - 1:00 pm
Location(s) of Event:	Lee Civic Center
Name of Applicant:	Brad Michael Profesional Show Management
Applicant Address:	938 SE Westminster Place, Stuart, FL 34997
Applicant Phone Number:	954.270.2187
Contact Person: (If different from applicant)	Jackielou White, Show Manager
Contact Phone Number: (If different from applicant)	772.486.4969
Email Address:	jackielou@professionalshowmanagement.com
Estimated Attendance:	5,000 over the 3 day event.
Event Description: Include each activity, when activities take place, etc.	The Fort Myers Home & Remodeling Show is a leading home show event in SW Florida, featuring top exhibitors and innovative remodeling ideas for your home. Professional Show Management produces high-quality "Face-to-Face" community events that promote local businesses.
Hours of Operation:	8:00 am to 6:00
STRAP # of Parcel:	244 325 000 000 70000
Owner of Premises*:	Lee County

*Notarized statement from the property owner specifically consenting to the proposed use required.

Lee County Event Permit Application



What is the Zoning Classification of the premises? Community Facilities

Are any temporary structures to be installed for the event? Yes No Type: Pipe & Drape for Booth Set-Up, Tables & Chairs

Do you have the appropriate permits for the temporary structures? Yes No

* For a 'Special Event' and 'Use of County Property' permit, submit a site plan with all proposed facilities and activities identified, including all parking areas.

Insurance Company Insuring the Event: HCC Specialty 401EdgewaterPlace, Suite 400 Wakefield,MA 01880

Note: Certificate of Insurance must be submitted at time of application

Surety Company Bonding this Event (Name and Address): N/A

Will Vehicles be Used as Part of This Event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, automobile coverage must be included on the certificate of insurance.	Will Food be Available at this Event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, products liability coverage must be included on the certificate of insurance.	Will Alcoholic Beverages be served/consumed at this Event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, liquor liability coverage must be included on the certificate of insurance.
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Name & Address of Organization Providing Food: TBD

Type of Food being Served: TBD

Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: Professional Show Management

Section III - SALE/CONSUMPTION OF ALCHOLIC BEVERAGES PERMIT

Is alcohol being sold/consumed on County Property? Yes No

If Yes, then a "Lee County Alcohol Permit" is required. Only non-profit organizations can sell alcohol on County Property.

Non-profit certificate/registration number: It won't let me only check "No", "Yes" also pops up with an "X".
(Required if alcohol is to be **SOLD** at the event)

Please note: A permit from the State of Florida Division of Alcoholic Beverages and Tobacco may also be required; please call (239) 344-0885 for further details

Lee County Event Permit Application



Type of Production (choose all that apply):

<input type="checkbox"/> TV Movie or Special	<input type="checkbox"/> TV Series / Pilot	<input type="checkbox"/> TV Commercial	<input type="checkbox"/> Still Photos
<input type="checkbox"/> Public Service Announcement	<input type="checkbox"/> Industrial / Documentary	<input type="checkbox"/> Other: _____	

Will any of the following be needed or included*?

Street Closure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Traffic / Crowd Control	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Fire or Burning	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Explosives or Pyrotechnics	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Animals, Large or Small	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Construction of Any Kind	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Large and/or Numerous Vehicles	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Helicopters, Boats, etc.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Stunts	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Other	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

* For any marked Yes, provide further details below:

Some exhibitors erect displays, such as Paradise Grills and their Tiki Hut Outdoor Barbeque.

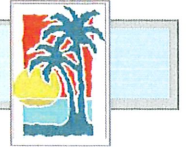
Special Parking Requirements:

City or County Services Required: (Personnel, equipment, facilities, etc.)

Personnel, Pipe * Drape, Risers, Microphone, Sound System, Wi-Fi (If Available)

The following information is required for local and state records on production in Florida to track the economic impact of the industry. If exact figures are not available, please estimate as closely as possible.

Number in Cast: _____	Number in Crew: _____	Number of locals hired: _____
Total budget: _____	Estimate amount spent in Lee County: _____	
Hotel room nights: _____ <small>number of rooms x number of nights</small>	Number of shooting days: _____	



SECTION I - SAFETY

The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by Lee County to protect the health, safety and welfare of the public. Lee County shall have the power to review the proposal and require, as necessary, detailed plans, diagrams, and explanations to clearly outline to Lee County, exactly what the Applicant is proposing.

SECTION II - INSURANCE

The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amounts determined by Lee County Risk Management to protect against damages or other claims arising from use of County property by the applicant or its guests. Other limits may also be established by Lee County Risk Management for events which will be serving or consuming alcoholic beverages at approved County property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "Lee County Board of County Commissioners" must be named as "additional insured" on the Certificate of Insurance, and the Certificate must be delivered to Lee County prior to Applicant's use of the property. The Insurance may not be canceled during the term of the event, if this occurs, the County has the right to revoke approvals related to use of the County property for the event, without recourse by the applicant.

SECTION III - INDEMNIFICATION

The Applicant agrees to indemnify, release and save harmless Lee County against any and all claims, costs, demands, damages, judgments or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about said Lee County property or any building or structure appurtenant thereto or equipment thereof during the term of this Permit, or arising during such term from any act of negligence of the Applicant, Applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said Lee County property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

For film permit applicants: The permittee shall have on-site a responsible representative empowered with authority over the filming director, filming crews, participants and filming operation. Permittee shall indemnify, defend and hold harmless the county, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out of or occurring during the activities of the permittee, and resulting or occurring from any negligent act, omission or error of permittee, resulting in or relating to injuries to body, life, limb or property sustained in, about or upon the permitted premises or improvement thereto, or arising from the use of the premises.

SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

The Applicant agrees to accept the County property on possession as being in a satisfactory state of repair and in sanitary condition.

The Applicant must surrender the premises to Lee County in the same condition as when Applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. Applicant agrees to remove all business signs or symbols placed on the premises by the Applicant before redelivery of the premises to Lee County, and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. Applicant agrees to clear the Lee County property of litter at the close of the event.

Lee County Event Permit Application



SECTION V - AGREEMENT

The Applicant agrees that Lee County can, at its sole discretion, terminate and cancel its permit to use Lee County property at any time without prejudice. Applicant further agrees to waive, release, save and hold harmless Lee County from any and all claims, demands or cause of actions based upon Lee County's cancellation or termination of said permit.

The Applicant agrees that the Lee County permit does not provide Applicant with any property rights in the County property in question or in the permit itself.

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge.

Jackielou White
Signature of Applicant

Brad Michael
Witness

Jackielou White / Show Manager
Print Name of Applicant and Title

Brad Michael / Owner of PSM
Print Name of Witness

August 17, 2023
Date

AUGUST 17, 2023
Date

Lee County Event Permit Application



LEE COUNTY SHERIFF'S DEPARTMENT
14750 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33912
(239) 477-1199

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking: Parking for the event will be in authorized areas only. Right of way must not be impeded.

Deputies (How Many?): None are required for this event.

Fee for Services: None

Special Arrangements: According to the vendor, alcohol will not be sold or consumed during the event. Traffic for the event should not impede the regular flow of traffic.

Print Name: P. Cummins

Signature: 

Title: Commander

Date: 7 19 23

Lee County Event Permit Application



FIRE DEPARTMENT

The Fire Department serving the area where the event is to be held signs this form.
Please see User's Guide for contact information and Fire District Map.

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
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- PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Fire Guards (How Many?)	0
Fee for Services:	0
Flammable Vegetation:	Not permitted
First Aid Equipment:	n/a
Fire Extinguishing:	on site fire extinguishers and fire suppression
Special Arrangements:	fire safety inspection required prior to opening

Print Name: William Underwood
Signature: [Signature]
Title: Fire Chief
Date: 9/20/23

Lee County Event Permit Application



EMERGENCY MEDICAL SERVICES / PUBLIC SAFETY
2000 Main St., Suite #100
FORT MYERS, FL 33901
(239) 533-3911

Check the appropriate box(es) below:

- [X] SPECIAL EVENT PERMIT
[X] USE OF COUNTY PROPERTY PERMIT
[] PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Form with fields: Treatment Facilities, Medical Personnel, Medical Supplies / Equipment, Safety Requirements, Fee for Services, Special Arrangements. Each field contains a response such as 'None necessary' or 'Applicants shall follow all CDC and FDOH directives...'.

Print Name: Douglas B. Higgins
Signature: Douglas B. Higgins
Title: Captain, EMS Operations
Date: September 18, 2023

Lee County Event Permit Application



DEPARTMENT OF TRANSPORTATION
1500 MONROE STREET
FORT MYERS, FL 33901
(239) 533-8580

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:

No event parking is permitted in Lee County maintained road right of ways.

Ingress and Egress:

Please use all established means of ingress and egress.

Special Arrangements:

Shall use Lee County Sheriff's Office for assistance with traffic control as needed.

Print Name: Nathan Thoman

Signature: Nathaniel C. Thoman Digitally signed by Nathaniel C. Thoman
Date: 2023.09.18 13:10:58 -04'00'

Title: Project Manager

Date: 09/18/2023

Lee County Event Permit Application



LEE COUNTY PARKS AND RECREATION
3410 PALM BEACH BOULEVARD
FORT MYERS, FLORIDA 33916
(239) 533-7275

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
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- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Illumination:	The event organizer will need to provide supplemental safety and security lightning. The event organizer must provide their own temporary lights as needed for safety during event set up and breakdown.
Parking Areas:	The event organizer is responsible to direct patrons to the designated parking locations (as needed). The event organizer must work with onsite staff to ensure vehicles do not block driveways and private roadways, so emergency vehicles have clear access. Additionally, the event organizer must provide adequate staff/volunteers along with directional signage for the event (as needed).
Special Arrangements:	The event organizer is responsible for providing adequate staff/volunteers throughout the event for litter control and debris clean up during and after the event. The event organizer must work with onsite staff to designate the collection areas for debris/trash during and after the event. Additionally, the event organizer must adhere to all language written in the signed agreement.

Print Name: Colleen Via
Signature: Colleen Via
Title: Operations Manager
Date: 9/22/2023

Civic Center - FM Home Remodeling Show
Oct. 27-29 & Jan 12-14, 2024
2023

Lee County Event Permit Application



LEE COUNTY RISK MANAGEMENT
COUNTY ADMINISTRATION BUILDING - 4TH FLOOR
2115 SECOND STREET
FORT MYERS, FLORIDA 33901
(239) 533-2221

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Insurance Requirements: Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence to protect against bodily injury and/or property damage relative to applicants use of aforementioned event within Lee County.


Certificate Must Read As:

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.

Special Arrangements: A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County, a political subdivision and Charter County of the State of Florida, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured as listed above.

Subject to proof of insurance.

Print Name: Mike Figueroa

Signature: 

Title: Risk Program Manager

Date: September 20, 2023

**LEE COUNTY PARKS & RECREATION AND
LEE COUNTY CIVIC CENTER COMPLEX**
11831 Bayshore Road
Fort Myers, Florida 33917

LICENSE AGREEMENT # 0010

THIS LICENSE AGREEMENT (hereinafter "License" or "License Agreement") is entered into on this December 1, 2023 by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County"), and the "Licensee" as more fully described below:

LICENSEE (full legal name)	Professional Show Management, Inc.
TRADE/FICTITIOUS NAME (if different from legal name)	N/A
BUSINESS ADDRESS	938 SE Westminster Place, Stuart, FL 34997
TELEPHONE NO.	954-946-6164 Office / 772-486-4969 Cell
FAX NO.	N/A
AUTHORIZED REPRESENTATIVE(S) and TITLE(S)	Juliet Michael, President Jackielou White, Show Manager
EMAIL ADDRESS	jackielou@professionalshowmanagement.com
SALES AND USE TAX DEALER NO.	N/A
SALES AND USE TAX EXEMPTION NO. (A copy of the current certificate must be attached for an exemption to be valid)	N/A
FEDERAL EMPLOYER IDENTIFICATION NO.	11-3815549

The County hereby grants to the Licensee the revocable privilege and license to use and occupy those area(s) of the County's Facility as are outlined and defined on Exhibit "A" which is attached hereto and made a part hereof (hereinafter "the Licensed Area") for the sole, exclusive and specific purpose of holding and conducting: Home and Remodel Show (hereinafter "the Event") and for no other purpose. This grant of License is subject to the terms, conditions, and provisions set forth elsewhere in this License Agreement and its attached Exhibits.

The Event shall be held on the following dates:

FOR THE PURPOSE OF **MOVE-IN**, use of the Licensed Area shall commence at: 8:00 a.m. on January 9, 2024

FOR THE PURPOSE OF **THE EVENT**, use of the Licensed Area shall commence at: 12:00 p.m. on January 12, 2024

FOR THE PURPOSE OF **THE EVENT**, use of the Licensed Area shall end at: 4:00 p.m. on January 14, 2024

FOR THE PURPOSE OF **MOVE-OUT**, use of the Licensed Area shall end at: 1:00 p.m. on January 15, 2024

RECEIVED BY
 LEE CO. ATTORNEY
 2023 DEC - 1 AM 10:31

EVENT HOURS OF OPERATION (scheduled hours of operation that the Licensed Area is open to the public)

1. **PAYMENT OF LICENSE FEE:** The Licensee agrees to pay the sums shown on Exhibit "B" to the County, at the times and dates stated therein. All sums due hereunder are payable in U.S. Funds. Exhibit "B" is attached hereto and made a part hereof.

LICENSEE MUST SIGN AND RETURN THIS LICENSE AGREEMENT TO THE COUNTY WITH THE DEPOSIT (50% OF RENTAL FEE TOTAL) ON OR BEFORE 4:00 p.m. on November 29, 2023 THE REMAINING FEES MUST BE PAID 30 DAYS BEFORE THE EVENT START DATE. THE LICENSEE'S FAILURE TO COMPLY WITH THIS DEADLINE OR FAILURE OF THE LICENSEE'S FUNDS TO CLEAR SHALL RENDER THIS LICENSE NULL AND VOID AND OF NO EFFECT.

2. **LICENSEE'S RETURN OF EXECUTED LICENSE WITH DEPOSIT:** The failure to return the executed original License and the full deposit by the date listed above and/or the failure of the deposit check to clear shall render this License null and void and of no force and effect. It is understood that the License is effective only when (i) it has been signed by the Licensee and the County's representatives, (ii) it is fully complete, including the attachments of all exhibits, and (iii) all deposits required by the County are fully paid and have cleared the bank. Any discussions, offers, or proposals between the parties (whether verbal or in writing) are not binding unless and until all three conditions are met. The Licensee shall not advertise, promote, sell tickets, obtain sponsorships or contracts for any goods or services to be provided at the Event, or publicize the Event in any way until a fully executed License has been received from the County and all required deposit(s) have been paid by Licensee.

3. **DEPOSITS AND REFUND POLICY:** The County reserves the right at any time to require the Licensee to pay an additional deposit(s) to defray anticipated charges for any services and/or staffing for the Event, in the County's sole discretion. Licensee's failure to pay such additional deposit(s) within the timeframe required by the Supervisor shall render this License Agreement null and void. If the Event is canceled 120 days before the event start date, half of the Licensee's deposit will be refunded. If the Event is canceled 90 days before the rental start date, the Licensee's entire deposit will be forfeited.

4. **LICENSEE'S REPRESENTATIONS AND WARRANTIES:** Licensee represents and warrants that its legal name and all other information Licensee has set forth on page one and elsewhere in this License are accurate and correct in all respects as of the date of execution of this License and continuing through its duration. Any change in the Licensee's legal name, fictitious or trade name, address, telephone number, and/or Authorized Representative shall be forwarded to the County, in writing, within three (3) calendar days after the change but in all cases before the Event. The Licensee further represents and warrants that the Authorized Representative listed on page one of the License has full, complete, and absolute authority to bind the Licensee. If the Licensee is a corporation, it warrants and represents that it is in good standing in the State of Florida and active. If it is not a Florida Corporation, it warrants and represents that it is authorized to do business in the State of Florida. Licensee further warrants that it has all necessary and current licenses and business tax receipts and permits required to engage in this Event and will provide copies to the County on demand. In addition, the individual executing this License on behalf of the Licensee, personally, unconditionally, and continually warrants and guarantees the Licensee's full and faithful performance and payment of all obligations under this License. The Licensee agrees to abide by all requirements hereunder, as amended from time to time after the execution hereof, and to apprise and inform all employees, representatives, sub-licensees, agents, servants, visitors, and any third party of their obligation to so abide as well and Licensee shall insure such parties' compliance with all such requirements. The Licensee agrees to promptly pay all applicable taxes and to require all vendors, exhibitors, and others selling products to pay applicable taxes and carry the proper licenses and permits. The Licensee acknowledges receipt from The County of the reporting form provided by the Department of Revenue of the State of Florida and agrees to abide by and comply with Chapter 212 of the Florida Statutes. The Licensee shall also make and be responsible for all federal, state, and local income taxes, deductions, and taxes relating to employees and employment.

5. **INDEMNIFICATION:** Licensee hereby covenants and agrees to fully exonerate, indemnify, defend, and hold harmless the Lee County Board of County Commissioners, its employees, agents, and representatives each severally and separately from all claims, suits, losses,

ages, judgments, fines, penalties, liabilities, expenses, including reasonable attorney's fees and costs, in all administrative proceedings and at the trial and appellate level for state and federal actions, for and against any injury or damage to persons (whether they be third persons or employees or representatives of the County or Licensee) and any loss (whether by theft, fire or otherwise) of, or damage to, property (whether it be that of the County, the Licensee or some third party) caused by, growing out of, or arising out of Licensee's use or occupancy of any part of the County's Facility or the Licensed Area, including, without limitation, its use by Licensee's agents, sub-licensees, vendors, representatives or assignees; exercise of any rights under the License; breach of any term, warranty or provision of this License by Licensee; the sale, display or gifting of products; Licensee's operation on the Licensed Area or anywhere on or in the County, or the carelessness, negligence or improper conduct of the County, directors, officers or employees, breach of any provision regarding hazardous waste and any clean up or fines associated therewith by Licensee or any third party; or neglect or omission of Licensee, its employees, officers, representatives or agents. All such liability and responsibility are hereby expressly assumed by the Licensee. Such indemnification shall not apply to injury to persons or damage to property solely arising out of the County's gross negligence or willful misconduct. This provision shall expressly survive termination of this License. In addition, the Licensee hereby agrees to indemnify and hold the County harmless against the County in respect of any claims for brokerage, commission, finders, or other fees relative to this License and the transactions set forth herein based in any way on agreements, arrangements or understandings made by the indemnifying party with the County or parties.

6. **WHOLESDOME FAMILY ENTERTAINMENT STANDARDS:** This License may be terminated at any time by the County if the Licensee utilizes, or intends to utilize, the Facility for a purpose different than that listed on page one of this License. In addition, Licensee recognizes and acknowledges the unique reputation of the County in the entertainment industry and specifically acknowledges that the County is dedicated to the production and presentation of wholesome entertainment. Licensee agrees that its Event shall be in keeping with this policy and grants to the County the sole and arbitrary right of approval for any performance, exhibition, exhibit, brochure, pamphlet, signage, other literature, or entertainment to be offered under this License. The Licensee agrees that no such activity or part thereof shall be performed or held if objected to by the County, regardless of any prior contractual obligations or monies paid by the Licensee for such performance, exhibitions, or any other reason. Licensee expressly waives any damages against the County caused by or as a result of the County's termination of this License at any time and/or the County's disapproval and non-acceptance of any performance, exhibition, exhibit, brochure, pamphlet, signage, or literature and/or entertainment otherwise authorized hereunder.

7. **EXHIBITS:** The use of the term "License" includes any exhibits, policies, rules, and regulations (collectively "Exhibits") referenced in this Agreement, all of which are hereby incorporated by reference. In the event of a conflict between the License and any exhibit, attachment, or policy, the exhibit, attachment, or policy shall control. The County reserves the right to amend its Schedule of Fees, Deposits, and Charges (Exhibit "B"), its Rules and Regulations (Exhibit "C"), or its Building Policies (Exhibit "D") from time to time. Any amendment shall become effective as to Licensee five (5) calendar days after written notice thereof to Licensee. In the event of any conflict between the main License and any exhibit, attachment, or policy, the exhibit, attachment, or policy shall control. This License is null and void if the following Exhibits are properly attached hereto and initialed by the Licensee and the County's representative:

The Guarantee of Payment and Performance

- A. Exhibit A - Layout of Facility showing the Licensed Area.
- B. Exhibit B - Schedule of Fees, Deposits, and Charges Imposed by this License.
- C. Exhibit C - Rules and Regulations of the County.
- D. Exhibit D - Building Policies.
- E. Exhibit E - Insurance Requirements

EXHIBIT "A:" DESCRIPTION OF LICENSED AREA(S)

Event: Fort Myers Home & Remodeling Show

Date of Event: January 12-14, 2024

Licensed Area(s): Lee County Civic Center Complex

- A. Description of Licensed Area.** The Licensed Area is shown on the attached outline which is part of this Exhibit "A". Access and use of the bleachers and/or catwalk inside the main building is prohibited.
- B. Licensee's Proposed Layout of Booths/Stalls.** Licensee will provide a proposed written layout of all booths and/or stalls for County review within thirty days of the mutual signing of the License Agreement. The County will accept or reject the layout (with comments) within five (5) business days thereafter. Licensee will re-submit the layout within two (2) business days thereafter with all corrections required by the County.
- C. County's Right of Entry.** Duly authorized representatives of the County, including but not limited to its directors, officers, employees, representatives, or other agents, may enter the Licensed Area, including the area utilized by the Licensee, at any time for any reason. Licensee hereby waives any claims for compensation for any loss or damages sustained by reasons of interference by any public agency or the County in Licensee's operation of the Licensed Area and the parties agree that such interference shall not relieve Licensee from any obligations hereunder.
- D. County's Retention of Rights to Use and/or License and Licensee's Non-Exclusive Rights to the Licensed Area.** The County retains the right to use and/or license any portion or portions of the Licensed Area that may not be covered by this License. The County retains the right to enter and re-enter any part of the Licensed Area covered by this License should such part become vacant, and to determine that such unused portion may be offered for other use, with receipts for such use going to the County. The County expressly reserves for its use of all areas of the Facility which are not specifically and exclusively licensed to Licensee, including but not limited to parking areas, lobbies, offices, spaces in hallways, corridors, concession stands, supply rooms, storage areas, and any other areas which are not specifically licensed to Licensee hereunder. The Licensee understands and agrees that its usage of any areas of ingress and egress from the Licensed Area to public roadways and/or any parking areas are on a non-exclusive basis unless specified to the contrary within this License Agreement.
- E. Condition of Licensed Area, Walk-Through, and Determination of Damages.** Licensee's Authorized Representative and County Supervisor will do a walk-through of the Licensed Area immediately before MOVE-IN and immediately following MOVE-OUT, to determine the condition of the Licensed Area(s) and damages (if capable of being ascertained at that time). Upon MOVE-OUT, the Licensee will restore the Licensed Area to a condition equal to or better than that at the time of the MOVE-IN date.

EXHIBIT "B:" FEES AND FEE SCHEDULE

Event: Fort Myers Home & Remodeling Show

Date of Event: January 12-14, 2024

Licensed Area(s): Lee County Civic Center Complex

CIVIC CENTER (EXPO BUILDING) FEES

	Nonprofit	Private/Profit
Move In/Move Out Daily Fee	\$750.00	\$1,500.00
Event Daily Fee	\$1,500.00	\$3,000.00
Damage Deposit (Refundable)	\$1,000.00	\$1,000.00

TINSLEY PAVILION FEES

Daily Fee	\$150.00
Damage Deposit (Refundable)	\$250.00

RV HOOKUP FEE

Per Site, Per Night	\$25.00
Damage Deposit Per Stay (Refundable)	\$25.00

SPECIAL FEES

Lee County Parks & Recreation Additional Staff Salary Reimbursement \$20 per hour/ employee

Other services and amenities (i.e. tables, chairs, stage, equipment, pipe and drape, etc.) may be utilized based on item and staff availability. Additional fees may be assessed for these services, including but not limited to dumpster rentals, trash pulls, facility/grounds clean up, etc.

OVERAGE FEES

Depending on the condition of the facility/grounds, overtime and maintenance overages may be charged to the customer.

DEPOSIT/REFUND POLICY

A deposit in the amount of half of the total rental fee may be required at the time of reservation. If the rental is canceled 120 days before the rental start date, half of the deposit will be refunded. If the rental is canceled 90 days before the rental start date, the entire deposit will be forfeited.

* This Fee Schedule does not grant any rights to Licensee to use or occupy any areas other than the Licensed Area as outlined in Exhibit "A".

B-2. SERVICES PROVIDED BY COUNTY

- (i) **As-Is and Where-Is.** All facilities and fixtures contained in or on the Licensed Area are provided to the Licensee "AS IS" and "WHERE IS." Licensee hereby waives any claims for compensation for any loss or damage sustained by reasons of any defect, deficiency, or impairment of the electrical, computer systems, telephone, plumbing, and air conditioning installations or any part thereof furnished for the Event on the Licensed Area or for any loss or damage sustained resulting from fire, black-out, brown-out, water, wind, civil commotion, riot, labor strikes, or act of God.
- (ii). **Dressing Rooms.** The Complex has five backstage dressing rooms and additional space if needed. If the Licensed Area does not include the Complex, any access to any dressing room in the Complex is only by prior written permission of the County.
- (viii). **Success of Event.** Licensee agrees that it is solely responsible for the success of its Event. Licensee has not and shall not rely on any advice or direction from any employee, officer, representative, or agent of the County, except as may be required under this License, in planning and carrying out its Event. The fact that the Licensee is restricted by and subject to the terms and conditions of this License including the right of the County to make staffing decisions, or to even cancel the Event, is a risk that the Licensee freely assumes.

B-4. DAMAGES

- (i) **Defacement of Licensed Area/Facility.** The Licensee shall not injure, mar, nor, in any manner, deface the Licensed Area or any equipment contained thereon and shall not permit any third party to do so. Licensee will not drive or permit to be driven nails, hooks, tacks, staples, screws, adhesive, or tape of any kind into the walls of any County building or equipment contained therein and will not make nor allow to be made any alterations of any kind to said buildings, property or equipment contained therein.
- (ii) **Payment for Damages, Replacement, or Loss:** The Licensee will pay all costs and expenses, as determined in the sole judgment of the County, for repair and/or replacement and/or loss and/or any damages of whatever origin or nature which may have occurred during the term of this License (in the sole judgment of the County) to restore the damaged, destroyed or lost property, personalty and equipment or other parts of the Licensed Area and/or Facility affected by the Event, to a condition equal to that at the time this License went into effect. This shall apply notwithstanding whether the damage or loss occurred by the act, default, or negligence of the Licensee, its agents, employees, patrons, guests' invitees, or any third party. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons acting for or on behalf of said Licensee. Licensee specifically authorizes the County to deduct any damages from the damage deposit (if any) referenced in elsewhere in this License. Payment for repair or damage to the premises shall be at the expense of the Licensee and shall be paid from the Licensee's share of the Settlement Funds provided elsewhere but in no event not more than ten (10) days following the County's presentment of an invoice.

B-5. LICENSEE'S FAILURE TO VACATE LICENSED AREA: At the end of the term of the License, the Licensee shall promptly vacate the Licensed Area, removing completely from the Licensed Area all goods, wares, merchandise, and property of any kind and descriptions it has placed therein. The Licensee shall return the County's equipment to the County, all in the same condition and repair as originally furnished to the Licensee, with normal wear and tear excepted. The County shall be authorized to remove, at the expense of the Licensee, all property remaining in the Licensed Area, after the MOVE-OUT date of this License. Licensee shall be responsible for payment of any storage costs, and Licensee agrees the County shall not be responsible for loss, damage, or claims against property removed or stored under this provision. In addition, should the Licensee not vacate the Licensed Area according to the terms and conditions of this Contract, the Licensee shall pay an extended use charge of One Thousand (\$1,000.00) dollars for each (2) two-hour portion, or any part thereof, that Licensee has failed to return the Licensed Area or part thereof to County and vacate the facilities by the provisions of this Agreement; unless said failure is caused by any of the following events, to the extent that such event is beyond the Licensee's reasonable control: fire, earthquake, hurricane or other Act of God. The liability to pay an extended use charge does not in any way extend the Agreement period, is not liquidated damages; is not intended as a penalty against Licensee for use of the facilities or the authorized area beyond the Agreement period; and does not preclude County from asserting any other rights against Licensee, including, but not limited, those set forth herein. The extended use charge is due and payable at the end of each period for which the charge is assessed but no later than by Final Settlement.

EXHIBIT "C:" COUNTY RULES AND REGULATIONS

Event: Fort Myers Home & Remodeling Show

Date of Event: January 12-14, 2024

Licensed Area(s): Lee County Civic Center Complex

C-1. LEE COUNTY EVENT PERMIT

- (i) A Lee County Event Permit if your event meets at least one of the following criteria:

Special Event: Large events expecting 1,000 or more attendees per day, regardless of location (public or private property) in unincorporated Lee County, require a 'Special Event' Permit. Examples: Festivals, Concerts, Fairs, Circuses, Large Community Events.

Use of County Property: If the event is held within Lee County on or in a county park, facility, or roadway, a 'Use of County Property' permit is required. Examples: Parades, Road Races, and Smaller Community Events.

Sell and Consume Alcoholic Beverages with Lee County Facilities: If alcohol is being sold or consumed on Lee County property, an 'Alcohol Permit' is required. A nonprofit certification is required for the sale of alcohol at an event. No sale or consumption of alcoholic beverages is permitted 1½ hours before the conclusion of the event. Examples: Authors' Readings, Wedding Receptions, Art Receptions.

Film, Video, and Photography: If you are producing a feature/independent film, commercial or series, or any other film/video/digital related project that affects public property or if your production is taking place on private property and involves the use of pyrotechnics, explosives or other incendiary devices, firearms or use of gunfire or involves stunts of any kind, or your production is taking place on public property in unincorporated Lee County you will need to apply for a film permit. Examples: Photoshoots, Documentaries, TV Commercials, Movies.

C-2. SAFETY REQUIREMENTS.

(i) Non-smoking and Tobacco-Free Facility. All the buildings located within the Facility, including but not limited to the Licensed Area, are designated as no-smoking and tobacco-free facilities. The Licensee shall assist in enforcing this rule strictly. All other portions of the Facility are subject to Florida Statutes regulating the use of tobacco products.

(ii) Public Safety Licensee shall be responsible for the public safety, health, and welfare of all Event patrons, its agents, vendors, sub-licensees, concessionaire's representatives, and employees. The County reserves the unilateral right to cause the interruption of the Event in the interest of public safety and to likewise cause the termination of such Event when, in the sole and arbitrary judgment of the County or any County, State or Federal agency or its agents, including but not limited to Lee County Sheriff's Office, Health Department or Fire Department, such action is necessary for the interest of public safety, health, and welfare. Should it become necessary, to evacuate the Licensed Area because of an act of God, natural disaster, a bomb threat, or for other reasons of public safety, the Licensee will retain the privilege of using the Licensed Area for sufficient time to complete the presentation of its Event without additional rental charge, provided such time does not interfere with another License or planned use by the County. If it is not possible to complete the presentation of the Event, the rental shall be prorated or adjusted at the sole and arbitrary discretion of the County based on the situation. The Licensee hereby waives any claim for damages or compensation arising out of any action taken under this provision.

C-3. GENERAL PROHIBITIONS.

(i) Rides and Games. No amusement devices or amusement attractions, as those terms are defined by Chapter 616, Florida Statutes, shall be permitted to operate anywhere on the Licensed Area or within the Facility. Games of chance or skill are not permitted in the Licensed Area or within the Facility.

(ii) Overnight Camping and Open Fires. Licensee shall not cause or allow overnight camping, tent camping, sleeping, or any similar act in or on the Licensed Area, or in any building or any other area controlled by the County without the prior written consent of the County, which approval may be arbitrarily withheld in the sole discretion of the County. The Licensee shall not allow or permit any open fires in the Licensed Area at any time for any reason.

(iii) Driving Stakes or Other Objects Into a Licensed Area. The licensee shall not drive any stake, instrument, or object of any kind into the asphalt or grassy area of the Licensed Area without the written consent of The County, nor shall the Licensee allow any of its agents, vendors, sub-licensees, concessionaires, or employees to do so. Underground electrical wiring is installed throughout the Licensed Area which could result in severe electrical shock. It shall be the sole responsibility of the Licensee to enforce this provision and The County will look to the Licensee for reimbursement under the Payment for Damages clause of these Rules and Regulations.

(iv). Hazardous and Toxic Substances. The Licensee further agrees, at all material times the Licensee is in the Licensed Area, not to have in its possession, collect, distribute, dispose, release, or otherwise discharge any toxic or hazardous waste as defined by Florida and Federal law. In the event the Licensee shall have such hazardous or toxic waste, the Licensee shall immediately notify The County and the Lee County Department of Environmental Resource Management as well as the Florida Department of Environmental Protection and the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, the Licensee agrees not to dispose of any refuse or empty any fluids in the Licensed Area. In the event the Licensee or its agents and employees violate the provisions or a provision of this paragraph, the Licensee shall pay for any costs and expenses, including attorneys' fees for administrative proceedings or at the trial and appellate levels, associated with the remediation including the monitoring of hazardous wastes and Licensee shall be deemed in material breach of this License and subject to immediate cancellation of this License and removal from the Licensed Area. The County may retain any monies due to the Licensee until remediation, and monitoring is completed.

(v). Objectionable Persons Licensee shall not permit objectionable persons to remain in the Licensed Area at any time, including from MOVE-IN through MOVE-OUT. It shall be the sole responsibility of the Licensee to eject or cause to be ejected from the Licensed Area any person or persons causing a disturbance and nuisance. Neither the County nor any of its directors, officers, agents, or employees shall be liable to the Licensee for any liability or damages that may be sustained by the Licensee through the exercise of such action.

(vi) Violation of Civil Rights. The Licensee shall not discriminate against any employee or applicant for employment because of race, religion, creed, national origin, disability, veteran status, gender, or age and further agrees to likewise not discriminate for those same reasons against any person relative to admission, services or privileges offered to or enjoyed by the general public, and to be in compliance with the Federal and Florida Civil Rights Acts and the Americans with Disabilities Act (ADA).

(vii). Not Confidential. This License shall not be deemed confidential, and the parties may freely disclose the contents hereof.

C-4. GENERAL REQUIREMENTS.

(i). Compliance with Laws. The licensee shall comply and shall require its agents, vendors, sub-licensees, concessionaires, and employees to comply with all laws, ordinances, and regulations adopted or established by Federal, State, or Local Governmental agencies or bodies, and with the terms of this License and all rules and regulations provided by The County from time to time. The Licensee, its agents, sublicensees, vendors, and concessionaires must conform to the Lee County Fire Code. Licensee will always conduct its activities with full regard for public safety. The licensee agrees that all portions of sidewalks, entries, floors, passages, halls, corridors, stairways, and ways of access to public facilities shall be kept unobstructed and safe by the Licensee and shall not be for any purpose other than ingress or egress to and from the Event and all electrical panels and doors, as well as all safety/emergency exits, shall not be obstructed in any way. The Licensee shall not use, store, or permit to be used or stored in any part of the Licensed Area covered by this License any substance or thing prohibited by law, ordinance, or standard policies of fire insurance companies operating or insuring in the State of Florida. Licensee will abide by all Federal, State, and local environmental laws, rules, ordinances, and/or regulations, including, without limitation all wastewater, sewer, solid waste disposal, etc. No explosives and/or flammable substances including, but not limited to, illumination oils, oil lamps, candles, turpentine, benzene, naphtha, gasoline, or other such substances shall be placed in or on the Licensed Area. LP gas tanks used for cooking must be placed outside any County building and must be approved by the duly authorized representative of Bayshore Fire District and the County in advance. No inflammable materials such as bunting, tissue paper, crepe paper, and any others will be permitted to be used as decorations and decorative materials unless they are treated with flameproofing and are approved by the County before they are installed. The licensee shall be responsible for contacting all necessary Federal, State, and County agencies, including, but not limited to, the Lee County Fire Department, Health Department, and Sheriff's Office for a fire, safety, and health consultation at least two (2) weeks before the MOVE-IN date. A report on the meetings including the recommendation of any Lee County departments shall be provided to the

County before MOVE-IN.

(ii). Storage. Licensee assumes sole responsibility for all of its goods, materials, merchandise, exhibits, displays, articles, and other tangible personal property in or on the Licensed Area before, during, or after the Event and the County assumes no responsibility for said items.

(iii). Artist Contract and Rights. The licensee certifies and attests that it has a valid, properly executed contract and/or proper rights and licenses for the performance, exhibition, or show covered by the terms of this License. The licensee shall submit to the County, upon demand, copies of such documents.

(iv).. Intellectual Property. Licensee assumes all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used at or incorporated in the Event. The licensee agrees to indemnify, defend, and hold the County harmless from any claims or costs, including legal fees, which might arise from the use of any such material. The County's name and logo are protected trademark/service marks and may not be used without the express prior written consent of the County.

(v). Licensee Advertising. Licensee agrees to advertise the location of the Event as the Lee County Civic Center Complex.

Licensee further agrees that all advertising will be honest and true and will include accurate information about the Event covered by this License. All advertising space in the Licensed Area of the County is the exclusive property of the County and all receipts therefrom shall accrue to the County. No sign, picture, or notice of advertisement will be posted or displayed on or off the Licensed Area by the Licensee without prior written approval of the County as to content and location, and approval by the County may be arbitrarily withheld in the sole discretion of the County.

Licensee shall not advertise any performance and/or appearance of any performer or attraction, unless and until contracts between all parties involved have been properly executed. All advertisements of performances or attractions for which admission is to be charged must state the total admission prices. Lessee shall not advertise any performance or the appearance of any performer, unless and until contracts between all parties involved have been properly executed and exhibited to the Supervisor before signing the lease and the Lessee has received his copy.

(vi) Complaints. All complaints by the Licensee or its agents, including, without limitation, those relating to this License, the County's policies, the County's officers, directors, staff or personnel, or The County's other licensees, shall be dated and in writing and promptly and immediately sent to the Event Manager with the County.

C-5. CANCELLATION: LICENSEE DEFAULT

(i) County Cancellation: The County reserves the unilateral right to cancel this License for the public good in the event of a natural disaster or other emergency as determined in the sole and arbitrary opinion of the County, or the event of any request by any Federal, State or County agency for use of the Licensed Area under such circumstances, it being understood and agreed by Licensee that its rights hereunder are subordinate and inferior to the right of use by any Federal, State or County agency or department. In such case, the County will deduct Event expenses incurred before cancellation from the Licensee's funds paid for unused days, and fewer expenses incurred by the County in connection with the canceled Event will be refunded without penalty. Upon such cancellation, the Licensee agrees not to re-enter the Licensed Area, or move any of its personal property, if such may pose additional risks to persons or property in the sole discretion of the County. Should the County exercise its rights to cancel this License, the Licensee agrees to forego any claims for damages against the County and further agrees to waive any rights that might arise because of the terms of this License and the Licensee shall have no recourse of any kind against the County. These provisions are in addition to any cancellation and/or default provisions contained elsewhere here.

C-6. MISCELLANEOUS PROVISIONS

(i). Counterparts and Duplicate Originals, Singular/Plural, Gender, Paragraph Headings, Successors, Binding on Sub-Licensees and Others, Time of Essence, Survival of Terms: To facilitate the execution of this License, any number of counterparts of this License may be executed and delivered. It shall not be necessary that each party's signature appear on each counterpart, but it shall be sufficient that each party's signature appear on one or more of the counterparts. Each of the counterparts shall be considered an original and all of them, together, shall constitute the same instrument. Any number of duplicates of this License may be executed and delivered, each of which shall be considered an original. Whenever used in this License, the singular number shall include the plural, the plural number shall include

the singular, and the use of any gender shall include all genders where the context permits. The paragraph headings used in this License are for convenience only and shall not be used in interpreting or construing any provision of this License. Handwritten or typewritten provisions inserted into this License and initialed and dated by all parties shall control over all typewritten provisions in conflict therewith. This License shall be binding upon and inure to the benefits of the parties hereto and their respective successors in interest and/or assigns, where such successor(s) and/or assignee(s) are permitted. All sub-licensees, concessionaires, vendors, or agents entering into a contract with the Licensee shall take subject to the terms and conditions of this License and all such contracts shall so provide. Time is of the essence of all of the provisions and terms of this License. Unless otherwise provided in this License, all of the terms, provisions, representations, and warranties, and all remedies available to any party, shall survive termination of this License.

(ii). **Strict Performance.** The waiver or failure of the County to insist on strict and prompt performance of the terms of this License and its Exhibits and the County's acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the terms thereof in the event of a continuous or subsequent default on the part of Licensee.

(iii). **Further Action:** Each of the parties hereto shall execute and deliver any additional papers, documents, and other assurances, and shall do any acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

(iv). **Relationship of Parties; Assignment.** The parties intend to hereby create the relationship of the Licensee and Licensor, and no other relationship whatsoever is hereby created. Nothing in this License shall be construed to make the parties hereto partners or joint ventures or to render either party hereto liable for any obligation of the other. This License is personal between the County and the Licensee. The licensee may not assign this License, or any interest in the License, without the County's prior written consent, which consent shall be within the County's sole discretion. The assignment shall also include a transfer or conveyance of more than fifty percent (50%) of the present ownership interest of the Licensee. The parties to this License specifically intend that neither this License nor any course of dealings between them shall create fiduciary obligations. Nothing contained in this License, and no course of dealings between the parties, shall be construed as establishing a partnership, joint venture, or agency between the parties. The rights, duties, and obligations of the parties are to be controlled exclusively by this License. Any obligation or covenant of good faith and County dealing, whether express, implied-in-fact, or implied-in-law, is intended to be contractual only. This License was negotiated at arms' length. There is no "special relationship" between the parties. Neither party is or has been influenced or dominated by the other. Each party places in the other the trust and confidence that reasonable strangers dealing at arms' length in business relationships would place in one another. Neither party reposes special or extraordinary trust in the other. Each party to this License represents that it is an independent, experienced, and sophisticated business entity. Each party conducts its investigations and obtains information about business transactions. Each party relies wholly on its own counsel and/or judgment in making business decisions. The frequency, length, or closeness of dealings between the parties shall not create fiduciary obligations. In particular, extended dealing over a lengthy period shall not create fiduciary duties. Any advice given by one party to the other is offered unilaterally and accepted indifferently. Neither party undertakes to act for the benefit of the other, nor does neither accept any trust unilaterally reposed by the other. Any disclosure obligations contained in or arising from this License or the course of dealing between the parties are strictly contractual and do not create fiduciary obligations. The parties intend that any disclosures of information, confidential or otherwise, during business negotiations or dealings shall not be construed as creating additional disclosure obligations. Except as otherwise specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed to confer on or give any person, firm, or corporation, other than the parties and their respective officers, directors, and shareholders, any rights, and remedies under or because of this License.

(v). **Severability:** If any term, covenant, or condition of this License or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this License or the application of such terms, covenants, and conditions to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this License shall be valid and enforceable to the fullest extent permitted by law.

(vi). **Jurisdiction, Venue, and Waiver of Jury Trial.** The venue of any legal proceeding brought in connection with this License or any aspect of the relationship between the parties shall be in Lee County, Florida. This License shall be considered to have been made and executed in Lee County, Florida, and shall be interpreted, construed, and

EXHIBIT "D:" BUILDING POLICIES

Event: Fort Myers Home & Remodeling Show

Date of Event: January 12-14, 2024

Licensed Area(s): Lee County Civic Center Complex

1. GENERAL BUILDING POLICIES:

1.1 Decorations: Decorations and method of attachment must be approved before being attached to any surface. No confetti or glitter is allowed. The County's permanent graphics, signs, and advertisements may not be visibly blocked in any manner, nor temporary signs or decorations be attached to permanent building graphics. Planters and furniture in public areas, foyers, hallways, etc. may not be removed or repositioned without prior written permission from the County.

1.2 Animals: Animals and pets are not permitted except in conjunction with an approved exhibit, display, or performance legitimately requiring the use of animals. Service animals are permitted by state law.

1.3 Damage: Damage to the County's property or equipment shall be the responsibility of the Licensee and/or the person or organization causing such damage. Damages should be reported immediately to County management. The county reserves the right to designate the contractor(s) for repair.

1.4 Hanging of equipment or signage: Only County personnel, or authorized persons by the County, will be allowed to hang any item from any ceiling in the Licensed Area.

1.5 Energy usage: House lighting will be provided as required during open show times. Energy conservation is an important concern and minimal light, and comfort levels will be maintained during move-in and move-out periods.

1.6 Balloons: Helium balloons may be used for display and decorations only. At no time will they be allowed to be used as a giveaway. Any balloons that come to rest on the ceiling of the Licensed Area shall be retrieved by the County and the cost associated with such retrieval will be passed on to the Licensee.

1.7 Flooring: At no time will two-sided carpet tape be allowed for use in the Licensed Area. Any residue left by the Licensee, exhibitor, or service contractor from such usage shall result in a charge to the Licensee for removal.

1.8 No adhesive-backed decals are allowed to be used as a giveaway item.

1.9 Move in & move out: The Complex has a large load-in door backstage that is large enough for loading large trucks. In addition, trucks may drive in and load directly onto the stage.

2. SAFETY AND SECURITY:

2.1 Areas with the Licensed Area identified as "Authorized Personnel or Employees Only" are restricted.

2.2 Exterior facility exit doors are not to be propped open. Automatic closing devices are not to be removed or tampered with.

2.3 Abusive language, threats, assault, vandalism, theft, and all other inappropriate actions will result in the offending person(s) being immediately removed from the premises and prosecuted if appropriate.

2.4 No soliciting is permitted in areas not specifically defined in the License. When permitted, it may only be by registered exhibitors procured by the Licensee who are permitted to solicit from within the confines of their exhibit only.

2.5 The safety of all occupants of the Licensed Area is of the utmost concern. Any unsafe conditions or activities will be brought to the attention of the responsible parties and corrective measures are to be made immediately.

enforced solely by the laws of Florida. The licensee is subject to all Florida law, including but not limited to Lee County, Florida Ordinances. The County and Licensee hereby mutually knowingly, willingly and voluntarily waive their right to a trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties (all of whom are collectively referred to below as the "parties") shall seek a jury trial in any lawsuit, proceeding counterclaim, or any other litigation or proceeding based upon or arising out of this License or any related agreement or instrument, or any course of action, course of dealing, statements (whether verbal or written) or actions relating to this License, including any tort claims or claims for fraud, misrepresentation, breach of fiduciary, antitrust, etc. The parties also waive any rights to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the inclusion of this provision is a material inducement for entering into this License. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.

(vii). Notice. All notices or other communications permitted or required to be given hereunder shall be given in writing, and delivered to the County at 11831 Bayshore Road, Fort Myers, FL 33917, and to the Licensee at the business address indicated on page one (1) hereof by one of the following ways, at the option of the party giving the notice: (i) hand delivery; (ii) certified or registered mail, return receipt requested and proper postage prepaid; (iii) a nationally recognized overnight courier service such as Federal Express; or (iv) fax at the number shown on page one hereof. Notices delivered by hand delivery or by a nationally recognized overnight courier service such as Federal Express shall be effective on the date delivered to the recipient. Notices delivered by certified or registered mail shall be effective upon receipt, or three (3) business days after deposit in the United States mail, whichever shall first occur. Notices sent by fax shall be effective on the date transmitted and received if receipt occurs before 5:00 p.m. Eastern Standard Time on a business day. If the last day for giving any notice or performing any act under this License falls on a Saturday, Sunday, or on a day on which the United States Post Office is not open, the time shall be extended to the next day that is not a Saturday, Sunday, or Post Office holiday.

(viii). Entire Agreement: All terms and conditions of this License shall be binding upon the parties, their heirs, and representatives and cannot be waived or modified by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this License. Such written document must be incorporated by specific reference therein as a part of this License. Neither party may rely on any oral representations and must look solely to the terms of this License. Furthermore, the Licensee agrees that notwithstanding the possibility of significant damages to the Licensee in the event The County exercises its unilateral right of cancellation and termination as provided herein, and the right to retain the deposit and other monies, and other rights under the License, the Licensee agrees to the terms contained herein and executes this License voluntarily and freely. This License constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. Any prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect.

(ix). Attorney Fees. Any reference to attorney's fees in this License applies only to the indemnity given by the Licensee to the County and not to any other term, provision, or condition hereof.

2.6 Designated "No Parking" areas will be strictly enforced and may result in towing at the owner's expense. At no time will vehicles be allowed to park adjacent to any Licensed Area building.

3. HAZARDOUS WORK AREA:

3.1 Exhibit halls during move-in and move-out periods, and service areas are considered Hazardous Work Areas. In general, any unsafe condition or activity is to be corrected promptly. Safety is of primary concern in designated Hazardous Work Areas. As such, the following guidelines will be strictly enforced.

3.2 Alcoholic beverages are not permitted on the property without the prior written consent of the County.

3.3 Use or possession of illegal or controlled substances of any kind is prohibited. Violators may be fully prosecuted by the law.

3.4 No speeding or reckless use of vehicles or equipment will be permitted. The Facility, including the Licensed Area, observes a maximum speed limit of fifteen (15) miles per hour.

3.5 Golf carts and motorized vehicles are permitted in the Licensed Area by the Licensee subject to the Insurance requirements stated in the License and to County policy promulgated from time to time.

3.6 No gasoline, kerosene, propane, diesel fuel, or other flammable liquids or gases may be used or stored permanently or temporarily. The use of grills, oil/grease fryers (propane or electric), and other equipment on County property is not permitted unless specifically approved in writing by the Lee County Parks and Recreation Director, his/her designee, or area supervisor. All grills must be fenced in and secured at least 40' away from any buildings. Any use of this additional equipment on County property will be required to comply with County regulations, including those regarding fire safety, life safety, and building codes. The County will not be liable for any damage or injury related to the use of this additional equipment, notwithstanding any approval granted allowing the use; and the licensee will be responsible for reimbursement to the County for any loss or damage associated with the use of the additional equipment.

3.7 No refueling activity of any kind permitted. Re-fueling must be accomplished a minimum of fifty-(50) feet beyond the exterior of any Licensed Area building.

3.8 Dead vegetation such as hay, straw, bark mulch moss branches, etc., is not permitted in the Licensed Area. If any of the mentioned items are to be used in conjunction with any display or exhibit, the items must be treated with an approved fire retardant before arriving and after installation and must be specifically approved by the

3.9 Exit doors may not be blocked with freight, equipment, display material, etc. Displays or exhibits may not block the visibility of exit signage.

3.10 The Licensee agrees that all articles, displays, exhibits, and other tangible personal property shall be brought in or out of the Licensed Area only at such entrances and such times as designated by the County. All loading and unloading connected with MOVE-IN and MOVE-OUT must be directly coordinated with the designee of the County.

3.12 Advance shipments of goods and/or display equipment will not be accepted by the County.

IN WITNESS WHEREOF, the County and the Lessee have caused this Lease Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

LESSEE: PROFESSIONAL SHOW
MANAGEMENT, INC.

DEPARTMENT OF PARKS & RECREATION OF LEE COUNTY, FLORIDA

Juliet Michael President
Signature and Title

Mack Young
Signature and Title of Authorized Staff

Juliet Michael
Printed Name

Mack Young
Printed Name

11/28/23
Date

12/1/23
Date

WITNESS:

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

[Signature]
Signature

By: [Signature]
OFFICE OF THE COUNTY ATTORNEY

Brian B. Mitchell
Printed Name

11/28/23
Date

Lee County Event Permit Application



What is the Zoning Classification of the premises? Community Facilities

Are any temporary structures to be installed for the event? Yes No Type: _____

Do you have the appropriate permits for the temporary structures? Yes No

* For a 'Special Event' and 'Use of County Property' permit, submit a site plan with all proposed facilities and activities identified, including all parking areas.

Insurance Company Insuring the Event: HCC Specialty 401 Edgewater Place, Suite 400 Wakefield, MA 01880

Note: Certificate of Insurance must be submitted at time of application

Surety Company Bonding this Event (Name and Address): N/A

<p>Will Vehicles be Used as Part of This Event?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, automobile coverage must be included on the certificate of insurance.</p>	<p>Will Food be Available at this Event?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, products liability coverage must be included on the certificate of insurance.</p>	<p>Will Alcoholic Beverages be served/consumed at this Event?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, liquor liability coverage must be included on the certificate of insurance.</p>
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Name & Address of Organization Providing Food: TBD

Type of Food being Served: TBD

Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: Professional Show Management

Section III - SALE/CONSUMPTION OF ALCHOLIC BEVERAGES PERMIT

Is alcohol being sold/consumed on County Property? Yes No

If Yes, then a "Lee County Alcohol Permit" is required. Only non-profit organizations can sell alcohol on County Property.

Non-profit certificate/registration number: It won't let me check "No".
(Required if alcohol is to be SOLD at the event)

Please note: A permit from the State of Florida Division of Alcoholic Beverages and Tobacco may also be required; please call (239) 344-0885 for further details

Lee County Event Permit Application



Type of Production (choose all that apply):

- TV Movie or Special TV Series / Pilot TV Commercial Still Photos
 Public Service Announcement Industrial / Documentary Other: _____

Will any of the following be needed or included*?

Street Closure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Traffic / Crowd Control	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Fire or Burning	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Explosives or Pyrotechnics	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Animals, Large or Small	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Construction of Any Kind	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Large and/or Numerous Vehicles	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Helicopters, Boats, etc.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Stunts	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Other	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

* For any marked Yes, provide further details below:

Some exhibitors erect displays, such as Paradise Grills and their Tiki Hut Outdoor Barbeque. *BM*

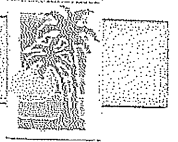
Special Parking Requirements:

City or County Services Required: (Personnel, equipment, facilities, etc.)

Personnel, Pipe * Drape, Risers, Microphone, Sound System, Wi-Fi (If Available)

The following information is required for local and state records on production in Florida to track the economic impact of the industry. If exact figures are not available, please estimate as closely as possible.

Number in Cast: _____ Number in Crew: _____ Number of locals hired: _____
 Total budget: _____ Estimate amount spent in Lee County: _____
 Hotel room nights: _____ Number of shooting days: _____
number of rooms x number of nights



SECTION I - SAFETY

The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by Lee County to protect the health, safety and welfare of the public. Lee County shall have the power to review the proposal and require, as necessary, detailed plans, diagrams, and explanations to clearly outline to Lee County, exactly what the Applicant is proposing.

SECTION II - INSURANCE

The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amounts determined by Lee County Risk Management to protect against damages or other claims arising from use of County property by the applicant or its guests. Other limits may also be established by Lee County Risk Management for events which will be serving or consuming alcoholic beverages at approved County property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "Lee County Board of County Commissioners" must be named as "additional insured" on the Certificate of Insurance, and the Certificate must be delivered to Lee County prior to Applicant's use of the property. The Insurance may not be canceled during the term of the event, if this occurs, the County has the right to revoke approvals related to use of the County property for the event, without recourse by the applicant.

SECTION III - INDEMNIFICATION

The Applicant agrees to indemnify, release and save harmless Lee County against any and all claims, costs, demands, damages, judgments or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about said Lee County property or any building or structure appurtenant thereto or equipment thereof during the term of this Permit, or arising during such term from any act of negligence of the Applicant, Applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said Lee County property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

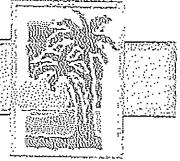
For film permit applicants: The permittee shall have on-site a responsible representative empowered with authority over the filming director, filming crews, participants and filming operation. Permittee shall indemnify, defend and hold harmless the county, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out of or occurring during the activities of the permittee, and resulting or occurring from any negligent act, omission or error of permittee, resulting in or relating to injuries to body, life, limb or property sustained in, about or upon the permitted premises or improvement thereto, or arising from the use of the premises.

SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

The Applicant agrees to accept the County property on possession as being in a satisfactory state of repair and in sanitary condition.

The Applicant must surrender the premises to Lee County in the same condition as when Applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. Applicant agrees to remove all business signs or symbols placed on the premises by the Applicant before redelivery of the premises to Lee County, and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. Applicant agrees to clear the Lee County property of litter at the close of the event.

Lee County Event Permit Application



Event Application

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

Section I - GENERAL INFORMATION (All Permit Types)

Title of Event / Name of Production	Fort Myers Home & Remodeling Show October 27 - 29, 2023 Fort Myers Home & Remodeling Show January 12 - 14, 2024
Date(s) of Event / Production:	Show Days / Event Days: Friday, October 27 Noon - 5:00 pm / Saturday, October 28 10:00 am - 5:00 pm / Sunday, October 29th 11:00 am - 4:00 pm Move-In: Wednesday, October 25, 2023 Noon to 6:00 pm and October 26 Noon to 6:00 pm and Friday, October 27 8:00 am to 11:00 pm. Move-Out: Sunday, October 29, 2023 (All-In-Out 4:00 pm - 6:00 pm) and October 30 8:00 am - 1:00 pm AND Show Days / Event Days: Friday, January 12 Noon - 6:00 pm / Saturday, January 13 10:00 am - 5:00 pm / Sunday, January 14 11:00 am - 4:00 pm Move-In: Wednesday, January 10 Noon to 6:00 pm and January 11 Noon to 6:00 pm and Friday, January 12 9:00 am to 11:30 am. Move-Out: Sunday, January 14 2:00 pm - 6:00 pm and Monday, January 15 8:00 am - 1:00 pm
Location(s) of Event:	Lee Civic Center
Name of Applicant:	Brad Michael Profesional Show Management
Applicant Address:	938 SE Westminster Place, Stuart, FL 34997
Applicant Phone Number:	954.270.2187
Contact Person: (if different from applicant)	Jackielou White, Show Manager
Contact Phone Number: (if different from applicant)	772.486.4969
Email Address:	jackielou@professionalshowmanagement.com
Estimated Attendance:	5,000 over the 3 day event.
Event Description: Include each activity, when activities take place, etc.	The Fort Myers Home & Remodeling Show is a leading home show event in SW Florida, featuring top exhibitors and innovative remodeling ideas for your home. Professional Show Management produces high-quality "Face-to-Face" community events that promote local businesses.
Hours of Operation:	8:00 am to 6:00
STRAP # of Parcel:	244 325 000 000 70000
Owner of Premises*:	Lee County

*Notarized statement from the property owner specifically consenting to the proposed use required.