

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Bonnie Stafiej, Special Projects Director

PREPARED BY: onnie Stafiej, Special Projects Director

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PROFESSIONAL CONCESSIONS, INC. TO PROVIDE CONCESSIONAIRE SERVICES AT THE BERGERON RODEO GROUNDS

REPORT IN BRIEF: The Town Council has previously approved by a 5-0 vote the selection of Professional Concessions, Inc to provide concession services at the Bergeron Rodeo Grounds as defined by Resolution R-2007-178. Staff has negotiated a contract with Professional Concessions, Inc. for these concession services and contract is attached for Council review and approval.

PREVIOUS ACTIONS: Professional Concessions, Inc has supplied successful professional concession services at the Bergeron Rodeo Grounds for the past six years. Both patrons and professional's that lease the facility have enjoyed PCI 's professional services and cooperation. **CONCURRENCES:**

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

Additional Comments: The initial contract term is three (3) years with an option to extend the contract for one (1) additional three (3) year term by mutual agreement of the parties. Contract extensions, if appropriate, will be handled administratively by staff.

RECOMMENDATION(S): Motion to approve contract attached as exhibit "A"

Attachment(s): Contract

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH
PROFESSIONAL CONCESSIONS, INC. TO PROVIDE
CONCESSIONAIRE SERVICES AT THE BERGERON RODEO
GROUNDS

WHEREAS, the Town Council has previously approved the selection of Professional Concessions, Inc to provide concessionaire services as defined by Resolution R-2007-178; and

WHEREAS, staff negotiated a contract with Professional Concessions, Inc. for concessionaire services at the Bergeron Rodeo Grounds; and

WHEREAS, the contract is presented for Council review and approval; and
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute the contract with Professional Concessions, Inc which is attached hereto and identified as Attachment "A".

SECTION 2 The initial contract term is three (3) years with an option to extend the contract for one (1) additional three (3) year term by mutual agreement of the parties. Contract extensions, if appropriate, will be handled administratively by staff.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____,
2007

MBER
Attest:

MAYOR/COUNCILME

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007



BERGERON RODEO GROUNDS CONCESSIONAIRE AGREEMENT

THIS AGREEMENT made and entered into as of this 19th day of July, 2007, by and between the Town of Davie, whose principal address is 6591 Orange Drive, Davie, Florida 33314, in Broward County (hereinafter referred to as "Town"), and Professional Concessions, Inc., a Corporation duly organized and existing according to the laws of the State of Florida whose principal place of business is at 800 NE 8 Street, Fort Lauderdale, Florida, 33304 (herein after referred to as "Concessionaire").

WITNESSETH:

WHEREAS, the Concessionaire is engaged in the business of selling refreshments and beverages for consumption by patrons in places of public amusement; and

WHEREAS, the Town represents that it is the owner of the premises located at 4271 Davie Road known as the Bergeron Rodeo Grounds at which there has been, and will continue to be operated as an entertainment center hosting special events; and

WHEREAS, said Bergeron Rodeo Grounds includes buildings and concessions stands, (hereinafter referred to as the "Concession Buildings"), intended to be used in part for the sale of refreshments and beverages to its patrons; and

WHEREAS, the Concessionaire desires to acquire the right to sell refreshments and food at said Bergeron Rodeo Grounds (sometimes referred to as "Licensed Premises"), and to that end, to use and occupy those portions of the concession building which are to be used for the sale of food and refreshments to patrons of said Bergeron Rodeo Grounds and for storage, and as the Town is willing and has the authority to grant such rights to the Concessionaire and to permit the use of such portions of said concession buildings by the Concessionaire, as hereinafter set forth; and

NOW THEREFORE, in consideration of the premises and of the covenants and conditions hereinafter set forth, the Town and the Concessionaire agree as follows:

1. LICENSE AND TERM

- A. Upon the terms and conditions hereinafter set forth Concessionaire is understood to be an Independent Contractor. As such, Town does hereby license and grant unto the Concessionaire, and the Concessionaire hereby accepts and agrees to act as a General Contractor and to exercise the sole and exclusive rights and privileges at those parts or portions of the concession buildings of the aforesaid Bergeron Rodeo Grounds premises which are designed and intended to be used for the sale

of refreshments, including alcoholic and non-alcoholic beverages, and food sales made on the Bergeron Rodeo Ground premises, together with storage area adjacent or relating thereto, for a term of three (3) years commencing **August 15, 2007**. This agreement may be extended for three (3) additional one (1) year terms by mutual agreement of the parties under the same terms and conditions. Either party must notify the other in writing of its intention not to renew or extend. Said

Initials _____

LICENSE AND TERM

writing to be received no later than sixty (60) days prior to the expiration of the original three (3) year term or any one (1) year extension.

Said premises to be used by the Concessionaire for the preparation, display, promotion and sale at retail to patrons or prospective patrons of said Bergeron Rodeo Grounds of but not limited to chocolates, candies, confections, popcorn, ices, ice cream, milk, coffee, soft drinks and other beverages, alcoholic and non-alcoholic, all kinds of sandwiches, pizzas, refreshments of all kinds, whether or not similar to those above enumerated, and for the storage of said products and merchandise and ingredients thereof and of boxes, containers, utensils and materials or equipment relating to such preparation, display, promotion and sale for the rendition of such services in connection with said business as are customarily rendered by Concessionaires or Licensees at similar Arena and/or public amusements.

- B. The Town will provide the concessionaire with a monthly list of events. The Concessionaire will be expected to supply concession services during all scheduled monthly events unless it is mutually agreed upon by both the Town and the Concessionaire to remain closed. The Special Projects Director will set concession hours according to each individual event contract.

2. RENT

The Arena Concessionaire, as the General Contractor, shall have the exclusive right to manage the food and beverage sales at the Bergeron Rodeo Grounds concessions for all contracted open gate events by providing those services or through the use of sub-contractors. The Arena concessionaire will be offered first right to negotiate food for all private closed gate party rentals and for special VIP catering needs. The Concessionaire shall pay to the Town the following:

- A. Monthly payments of Five Thousand One Hundred Thirty (\$5,130.00) Dollars will be made during months that are “active” with at least one professional rodeo, concert, festival or trade type show or activity. During “non-active” months, PCI will pay 35% of all gross monthly concession sales (sales tax excluded). Special Projects Director will make the determination if a month is considered active or non-active. Checks are to be made payable to the Town of on the first day of the following month.
- B. **Heritage Events:** The Town has grandfathered into this contract Heritage Events that take place at the Bergeron Rodeo Grounds. The concession contract will exclude SALES by the Concessionaire for the following Heritage Events:
- Orange Blossom Festival
 - 3 weekend dates yearly for Town sponsored Fundraiser

3. CAPITAL IMPROVEMENT

The Concessionaire shall include the intended capital improvements. All improvements will be mutually agreed upon in writing and installed at PCI's expense, but subject to approval by the Special Projects Director. The Town shall not be requested to make any improvements or additions. Concessionaire rights will be subject to such legal obligations that the Town or third parties may have at the Bergeron Rodeo Grounds. Capital improvements shall be those listed in Professional Concession's Inc. proposal and or those mutually agreed upon in writing which becomes part of this Agreement by reference. The Town shall retain ownership of all attached or fixed such capital improvements.

Initials

4. EXISTING EQUIPMENT

Concessionaire shall have the use, without payment of additional compensation, of any counters, concession stands, bars, rails and equipment that are owned by the Town and may be located at the licensed premises. The Concessionaire shall not be responsible to the Town for any of such items as may be worn out thorough normal wear and tear nor shall the Concessionaire be responsible to the Town for the replacement of such items during the term of this Agreement. However, the Concessionaire shall be responsible for damage resulting through the negligence or willful acts of neglect or default of the Concessionaire, its agents, servants and/or employees. Title of Town owned equipment will remain with the Town of Davie. Any Town owned equipment removed by the Concessionaire shall be delivered to the Town and shall be reinstalled by Concessionaire upon the termination of the lease.

5. SIGNAGE

It will be the responsibility of the Concessionaire to post all signage in facility relating to concession rules & sales. ALL signs must be submitted to the Special Projects Director prior to posting for language and size approval.

6. LICENSEE'S EQUIPMENT

The Concessionaire shall, at its own cost and expense, construct such additional counters, concession stands, bars, rails, and install such equipment, improvements, furnishings, warmers, and such other like items as it, in its sole discretion, shall deem advisable in order to enable it to operate efficiently the business to be conducted hereunder, and shall maintain at the premises, during the term hereof, such items of a kind and number which it shall deem to be suitable for such efficient conduct of its business. All items provided for in this paragraph that do not meet the definition of a Capitol Improvement shall remain the property of the Concessionaire during the term of this Agreement and may be removed by it at any time during the term hereof without restriction. If this Agreement is terminated for any reason whatsoever including expiration of the term, the Concessionaire shall remove its above-described

property within a one week time period. If not so removed, said items shall become the property of the Town. All equipment installed under the terms of this contract by the Concessionaire that do not meet the definition of a Capitol Improvement shall be owned by the said Concessionaire and shall not be subject to any lien or encumbrance and the Concessionaire shall furnish to the Town upon request, a certificate under oath to any lien or encumbrance.

7. MAINTENANCE AND REPAIRS

The maintenance, during the term hereof, of all equipment or fixtures owned or used by the Concessionaire shall be at the sole cost and expense of the Concessionaire. The concessionaire shall service all machines and equipment, replace defective parts or broken glass and in the event of loss or damages, shall promptly repair or if necessary, replace the same with similar equipment. In addition, Concessionaire duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning and interior painting that may be required to properly maintain the premises in a safe, clean, wholesome, sanitary, orderly and attractive condition. Concessionaire shall also be responsible for replacing broken or damaged window glass and for electrical,

Initials

MAINTENANCE AND REPAIRS continued

mechanical and plumbing maintenance in the interior of the premises, such as light fixtures, fans, sinks and faucets. The Concessionaire shall maintain the exterior of all buildings and will perform all exterior repairs occasioned by normal wear and tear, and the elements. All exterior painting of concession structures must remain the existing color.

The risk of loss by fire or other unavoidable casualty as hereinafter defined with respect to such equipment and the Concessionaire's inventory is that of and shall be borne by the Concessionaire and the Town shall not be liable for any loss or damage of such property, except such as may result from the negligence or willful neglect or default of the Town, its agents, servants and/or employees and not be covered by insurance. The concessionaire shall not have the responsibility to insure for fire or physical damage, any part of the structure of the concession buildings themselves, used or occupied by it or any personal property therein not owned by it. However, the Concessionaire shall carry, at its own expense, personal property insurance coverage for Concessionaires own property and equipment and liability insurance as hereinafter set forth in this agreement. The Town shall at no time be liable for any type of loss suffered by Concessionaire or any of its sub-contractors.

8. REMOVAL OF EQUIPMENT

With respect to any machine, equipment or fixture installed or provided by either of the parties hereto, the Concessionaire shall remove such equipment or fixtures or make whatever changes can reasonably be made therein in the event such removal or change shall be required by any governmental officer or body or by a board of fire underwriters of similar duly authorized body serving carrier of fire risks.

9. SUB-CONTRACTING

Whenever the Concessionaire functions as a General Contractor, Concessionaire shall notify the Town in writing of the legal names and addresses of any Sub-contractor and what portion of the concession operations the Sub-contractor is to provide. All Sub-contractors or third party vendors are required to comply with the insurance requirements of section 16 of this contract. The Concessionaire must collect, obtain and review certificates of insurance from all subcontractors and vendors and must provide copies of those insurance certificates to the Town prior to Sub-contractor entering the property of the Town. The Concessionaire, as the General Contractor, shall ultimately be responsible for all sub-contractors or third party vendors' actions. All Sub-contractors or Third-Party Vendors shall abide by all conditions and requirements set forth in sections 13, 14, 15, and 16 of this Agreement.

10. SURRENDER

Except as otherwise herein provided, the Concessionaire shall, at the termination hereof, surrender, yield up and deliver the interior and exterior of any building in which any concession operation is located in the same condition as they are in at the commencement of the term or may be put in by the Town or Concessionaire during the continuance thereof, reasonable use and wear thereof, and damage by fire, or other unavoidable casualty as hereinafter defined excepted.

Initials

11. **OPERATIONS AND CONDITIONS**

The Concessionaire shall obtain the approval of the Town's Special Projects Director for all items to be sold at the Bergeron Rodeo Grounds. A proposed list of items will be submitted to the Director for approval.

Subparagraphs (A) through (M) of the Request for Proposal are incorporated here as part of the terms of this agreement.

The Concessionaire and the Town, when applicable, will cooperate with each other in the use of corporate sponsorship and certain products.

Only Coca-Cola soft drink products are sold on Town property. The Concessionaire must comply with the requirements of the agreement between the Town and the Coca-Cola Company. After the duration of the Coca-Cola Company contract, only the Town of Davie can enter into a new beverage supplier agreement. The Concessionaire will be notified of any changes. Food vending or drink dispensing machines placed on the Bergeron Rodeo Grounds or other Town property by Concessionaire must exclusively use the above company's products, menu boards, coolers, etc.

Concessions shall be opened for ALL contracted events and classes held at the Bergeron Rodeo Grounds unless a mutual agreement has been made between the Concessionaire and the Town's Special Projects Director. Concessionaire shall not transfer or assign the performance required by this contract without the prior written consent of the Town. All third party vendors contracted by the concessionaire must be licensed, insured and approved by the Special Projects Director. Any award issued pursuant to this proposal, and the monies which may become due hereunder, are not assignable except with the prior written approval of the Town Administrator or selected designee.

12. **USE**

The Concessionaire shall, at all times during the term hereof, have the free and uninterrupted use for itself, its agents, servants, employees, suppliers and business visitors of all rights and means of ingress which shall be reasonably necessary for the conduct of the Concessionaire's business at the said areas. Concessionaire shall not interfere with the public enjoyment and use of the premises or surrounding public property for the purposes for which they were intended. It is understood that generally the Concessionaire will occupy certain portions of the Bergeron Rodeo Grounds and use in common with others all access roads and common areas, including the parking lots.

13. **INSPECTION**

The Town and its representatives shall be permitted to enter the said buildings in which concession operations are located at any reasonable time for the purposes of inspecting

and maintaining the same or complying with any of its obligations hereunder, or for furthering the operations of its business at the Bergeron Rodeo Grounds.

Initials _____

14. **EMPLOYEES**

The Concessionaire agrees to employ a sufficient number of competent certified persons for the conduct of its business hereunder, and all such persons shall, at all times, be deemed to be Employees of the Concessionaire and not of the Town and shall be employed and paid by Concessionaire in accordance with all applicable laws. Concessionaire shall, in addition, provide worker's compensation insurance for all of its employees and insure such coverage exists for any Sub-contractor or vendor employees. Concessionaire's employees will be required to render good service to the satisfaction of the Town as to their personal conduct, honesty, courtesy, health, personal appearance, and willingness to cooperate with employees of the Special Projects Department. In the event an employee or Sub-contractor is not satisfactory, the Town's designee may direct the Concessionaire to correct the problem or may direct the Concessionaire to remove him/her from the premises after written notice is provided to the Concessionaire.

15. **INDEMNIFICATION**

The Concessionaire agrees to indemnify and hold harmless the Town, its officers, agents and employees from any and all liability, including defense costs, attorneys' fees, and all other fees incidental to the defense, loss, or damage the Town may suffer as a result of any and all suits, claims, demands, costs, or judgments against the Town arising from the acts or failure to act of the Contractor, its officers, employees, sub-contractors and/or agents resulting from Concessionaires implementation of this contract. Nothing in this Agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28 nor increase the sovereign immunities limits of the Town beyond those provided by statute.

16. **INSURANCE**

Concessionaire agrees to comply with the Insurance Requirements section and to include in its contract with any Sub-Contractor(s) the Indemnification and Insurance requirements contained in this Agreement. Concessionaire agrees that prior to implementation of this Agreement they shall provide Town with Certificates of Liability Insurance evidencing Concessionaire compliance with the Insurance Requirements section.

INSURANCE REQUIREMENTS

- A. Concessionaire shall obtain and maintain the following insurance coverage's with the listed coverage limits throughout the extended life of this agreement:
1. Commercial General Liability - \$ 1,000,000
 2. Automobile Liability - \$ 1,000,000 (owned autos, hired autos, non-owned autos).
 3. Professional Liability Insurance - \$ 1,000,000
 4. Workers' Compensation - Florida Statutory Limits (Minimum)

5. Employers Liability - \$ 500,000
6. Property - Coverage for Concessionaire's property.
7. Liquor Liability Coverage - \$1,000,000

The concessionaire shall have in force a liquor liability insurance policy naming the Town as an additional insured any time beer and wine are served on Town Premises.

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- B. Liability coverage's shall be on an occurrence basis and shall reflect a combined single limit as shown above. Coverage must be issued following wording in the latest edition of the ISO Comprehensive General Liability policy and without restrictive endorsements.
- C. Concessionaire shall require their insurance Agent or Carrier to provide the Town with a Certificate of Insurance on a standard ACORD form or equivalent form showing the policy Effective Date and Expiration Date for each of the above listed coverage's and shall replace any expiring certificates with new certificates throughout the life of this agreement and any required extended coverage period. Each such Certificate of Insurance shall be sent to and shall list the following as the Certificate Holder:

Town of Davie
Attn: Department of Special Projects
6591 Orange Drive
Davie, FL 33314

- D. Each such Certificate shall include the following wording: "the Town of Davie, its elected officials, officers, directors and employees are named as additional insured's with respect to the this agreement".
- E. Each such Certificate of Insurance shall provide for 30 days prior written notice to the Certificate Holder of any cancellation prior to the expiration date of the coverage's listed on the certificate.
- F. Concessionaire shall require it's Sub-contractors to comply with these requirements in the same manner that Concessionaire is required to comply or Concessionaire shall provide for "General Contractors Insurance" coverage that provides the above coverage's for themselves as well as any subcontractor working under them.
- G. Nothing in this Agreement shall be construed to affect in any way the Town's rights, privileges, and immunities, including sovereign immunity as provided by law as set forth in Florida Statute 768.28.

17. **LIQUOR LICENSE**

- A. Concessionaire must have in place a valid liquor license issued in their name in order to sell alcoholic beverages at the Bergeron Rodeo Arena. This license will be limited to the sale of beers and wines only. Liquor license must be updated yearly and a copy provided to the Town's Special Projects Director.
- B. At times, contracts for events presented to the Town will prohibit the sale of liquor at the event. These events include, but are not be limited to, children's

festivals, church services and UKC Dog Shows. The Town of Davie Special Projects Director will inform the concessionaire prior to these events.

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18. **RUBBISH REMOVAL**

The Concessionaire shall keep the arena premises clean and sanitary at all times. No refuse or offensive matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain thereon, and arena concessionaire shall prevent any such matter or material from being or accumulating upon said premises. The Town will supply for use in outside concession areas a limited number of lined trash barrels. It is the responsibility of the concessionaire to empty the trash barrels and re-line the barrels during and after each event. Arena concessionaire may not remove barrels or use barrels for any other purpose other than for concession trash. Arena concessionaire will furnish satisfactory pest and rodent control for all designated areas.

19. **ELECTRICITY AND UTILITIES**

The Town agrees to provide the Concessionaire adequate plumbing for providing hot and cold water to all concessions and/or refreshment stands and locations as required by the Concessionaire. In addition, The Town shall furnish at its own cost to the Concessionaire electrical service for operation of the refreshment and concession stands outlets. The Town does not represent nor warrant the quality or quantity of the electrical current supplied by the utility company to the concession stands. The Town shall, at its own cost, furnish Concessionaire with hot and cold running water, electric to heat and cook food and for heating premises, and all services incidental thereto, with sufficient and proper cables, pipes, service lines, and equipment to operate all the concession locations and equipment requiring same.

19. **POWER TO EXECUTE**

The Town warrants and covenants that it is the legal owner or tenant of Licensed Premises, and which are a part of the subject matter of this Agreement, and Concessionaire has the legal power to execute this Agreement.

20. **SURVIVAL**

The Town covenants and warrants that the term and obligation of this Agreement, including same under any renewal hereof, will survive the sale or lease of the Licensed Premises during this Agreement's term or any renewal hereof, and shall be binding upon and insure to the benefit of the transferees, purchasers, assignees, and their respective successors and assigns. It is agreed that the Town shall not in any manner transfer its interest in said Bergeron Rodeo Grounds, unless such transfer is made subject to all its obligations under this Agreement.

21. **VEHICLE ACCESS**

The Town warrants that the Concessionaire shall have access to the Leased Premises by vehicle or vehicles sufficient to service locations and provide supplies thereof.

Concessionaire must use Southwest gate only for employee's entering and leaving facility before or during a contracted event. Delivery of supplies or product must be conducted under the supervision of the Concessionaire. Any and all property damage that occurs during this time of delivery is the responsibility of the Concessionaire and all damage will be charged to the Concessionaire.

Initials _____

22. **ASSIGNMENT**

The Concessionaire may not sell or assign any portion of this contract with the written permission of the Town.

23. **MUNICIPAL REGULATIONS**

Concessionaire agrees that at all times it will comply with all state, county, municipal and federal rules, regulations, laws, ordinances and zoning requirements and obtain and maintain all necessary licenses and permits prior to operation commencing.

24. **TAXES**

The Concessionaire must obtain their own Tax Identification Number and will be responsible for collecting and remitting all sale taxes.

25. **DEFAULT**

In no event shall either party be deemed to be in default hereunder, unless that party is given written notice of the particular alleged default, and such default continues for a period in excess of thirty (30) days after receipt of notice. In the event such default continues for a period in excess of thirty (30) days after receipt of notice, the party giving notice shall have the right to terminate this Agreement. Provided, however, that in the event of default by Concessionaire and remedial action is taken by Concessionaire within such thirty (30) days period after receipt of notice, but is unable to cure such default within such thirty (30) days period, then the period to cure such default shall be extended for so long as is reasonable necessary to remedy the same, provided such remedial action is continued with due diligence. The written notice required to be given hereunder shall specify in reasonable detail the time, date, nature and circumstances of the claimed default.

In addition to the foregoing, in the event that there is a breach of this Agreement by the Town, the filing of any Bankruptcy Petition, whether voluntary or involuntary, against the Town, any petition for insolvency being filed against the Town, and/or any creditor's rights claim against the Town being filed, same shall be construed as a default of this Agreement.

26. **FORCE MEJEURE**

It is expressly understood that failure or delay on the part of either party hereto in the performance in whole or in part of the terms and conditions of this Agreement, if such failure or delay is attributable to Acts of God, fire, floods, inevitable accidents or riots, insurrections, public commotion, strikes or labor disturbances, embargoes, emergency or governmental orders, regulations priority or other limitations or restrictions, or unenforceable causes interfering with personnel, sales, sources of supplies,

transportation or delivery of same shall not constitute a breach hereof, nor a default hereunder.

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27. **SALE**

In the event the Town shall lease or sell the Bergeron Rodeo Grounds of which the Licensed Premises are a part, said sale or lease shall include all of the rights and obligations enumerated hereunder and shall be an obligation of the Town's assignee, transferee, and/or purchaser, except if the Concessionaire elects to terminate this Agreement as a result of said sale and/or lease. Said election shall be in the sole discretion of the Concessionaire and nothing contained herein shall be construed as an acceptance and/or a waiver of the rights and obligations of the Town upon sale and/or transfer of the Bergeron Rodeo Grounds.

28. **DEFINITION, INTERPRETATIONS AND GENERAL PROVISIONS**

- A. Nothing contained herein shall be construed so as to constitute between the parties herein any relationship of co-partners or of co-adventurers.
- B. Wherever used in this Agreement, the term "unavoidable casualty" shall, in addition to its usual meaning, be deemed to cover all acts or events beyond the power of the Town and/or the Concessionaire (as the context may require) to prevent.
- C. The various headings and the grouping of this Agreement into separate sections and paragraphs shall not be construed to limit or restrict either the meaning or the application of any provision hereof and are for the purpose of convenience only.
- D. Any and all notices and remittances hereby provided or permitted to be made or given shall be addressed to the party to whom the same be directed at the address of such party hereinabove stated, unless such party shall have advised the other in writing of another different address to which such notices or remittances shall be sent.
- E. This Agreement and each and every one of the provisions hereof shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns when permitted.
- F. All provisions of this Agreement shall be construed in accordance with the laws of the State of Florida.
- G. The jurisdiction and venue for any litigation concerning the agreement will be the State of Florida, County of Broward.
- H. In the event of any litigation the prevailing party will be awarded reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

Professional Concessions, Inc.

By: _____
Concessionaire

TOWN OF DAVIE, FLORIDA

By: _____
Tom Truex, Mayor