



DDB

MEETING NOTICE

Orlando City Hall, Veterans Conference Room, 2nd Floor at 3:00PM

Welcome,

We are glad you have joined us for the May 31, 2023 Downtown Development Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - a. April 26, 2023 – Downtown Development Board Meeting
4. Executive Director's Report – David Barilla, Acting Executive Director
5. Public Comment
6. New Business
 - a. Funding Agreement with Innovate Orlando – David Barilla, Acting Executive Director
 - b. Park DTO – David Barilla, Acting Executive Director
 - c. Orlando Farmers Market Policies and Procedures 2023 – Mary Stewart-Droege, Project Manager
 - d. Downtown for the Holidays – Chelsey Parrish, Special Events Coordinator
7. Date of Next Meeting
8. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

MEMORANDUM

TO: Jamie Barati, Chair
Monica McCown, Vice Chair
Eugene Jones
Kimberly Stewart
Rachel Moalli

FROM: David Barilla, Acting Executive Director of the Downtown Development Board/Community Redevelopment Agency

DATE: May 31, 2023

SUBJECT: Agenda items to be considered at the Downtown Development Board Meeting for May 31, 2023.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the April 26, 2023 Downtown Development Board Meeting

Public Comment:**New Business:**

a. Funding Agreement with Innovate Orlando – David Barilla, Acting Executive Director

The Downtown Development Board (DDB) strives to stimulate economic growth in Downtown by attracting and promoting a variety of events, fostering a creator culture, and growing the tech sector. With the creation of Creative Village within the DDB boundaries, Orlando has become the leading region for innovation in technology and the evolution of the digital economy. According to the Orlando Economic Partnership, Orlando is ground zero for Metaverse development, the newest sector in technological advancements.

Innovate Orlando will be hosting the MetaCenter Global Week conference in downtown Orlando in October of 2023. The conference will be a minimum of 3 programmed days, consisting of world-renowned speakers and demonstrations of the real-world applications of metaverse technology, bringing with it a minimum of 1,200 hotel room nights and an economic impact estimated at over \$750,000 to downtown businesses. Orlando's high-tech capitol, Creative Village, will also be featured on a global stage to technology industry leaders, providing an opportunity for further growth in the area.

Pursuant to the terms of the Funding Agreement, the City of Orlando (City) and the Downtown Development Board will each provide \$45,000, for a total of \$90,000, to Innovate Orlando solely for the purpose of MetaCenter Global Week Orlando. The City and the DDB will use the Performance Measures set forth in the Funding Agreement to determine the effectiveness of the MetaCenter Global Week and the services provided by Innovate Orlando. Innovate Orlando is required to provide a full final report on the

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event showing how Performance Measures were met and what the overall economic impact was.

Staff is requesting that the DDB approve the Funding Agreement between the DDB, the City, and Innovate Orlando and authorize the Executive Director of the DDB to execute the Agreement, subject to review and approval of the City Attorney's Office.

b. Park DTO – David Barilla, Acting Executive Director

The retention of small businesses is a key opportunity to ensure the successful redevelopment within the Orlando Central City Neighborhood Development Area (Area). Additionally, with parking often noted as a barrier to people visiting downtown, there is a need to seek opportunities to improve parking accessibility and options for downtown patrons, including the use of innovative solutions.

The purpose of the Park DTO Program (Program) is to encourage the retention of downtown businesses by increasing consumer spending and visitation in the Area by improving parking accessibility by temporarily funding parking costs.

This two-part Program provides customers with up to 2 hours of parking paid for by the Downtown Development Board (DDB) at any metered on-street parking spot and provides free valet parking for customers dining at eligible businesses within the Area.

This program revision outlines an updated digital valet validation process.

Staff requests that the DDB approve the revised Park DTO Program and authorize the Executive Director of the DDB to make expenditures under the Program in an amount not to exceed \$100,000 and to enter into funding agreements with participating restaurants for valet parking reimbursement within budgeted amounts.

c. Orlando Farmers Market Policies and Procedures 2023 – Mary-Stewart Droege, Project Manager

Under the oversight of the Downtown Development Board (DDB), the Orlando Farmers Market has been operating since 1987 and is currently located in the south-eastern portion of Lake Eola Park, in and around the Eola House. Operated by a contracted Farmers Market Manager, it has evolved into a popular Sunday destination, commonly frequented by downtown residents. It has steadily expanded since its inception, and now generally has 100 vendors, and includes a diversity of offerings from crafts to barbeque.

The market plays an important role in strengthening our downtown and its many neighborhoods, making them more attractive places to live, work, play and thrive. Key to maintaining and building its ambiance and safe operations are the market specific policies and procedures, which guide market vendors and their activities.

The proposed amended Policies and Procedures reflect minor changes to the current Orlando Farmers Market Policies and Procedures, including updates to operational activities such as Market hours, loading and unloading as well as usage fee. Accordingly, the Policies and Procedures continue to address general market parameters such as the percentages of various product categories, market set-up and breakdown, code

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compliance as well as vendor behavior.

Staff requests that the DDB approve the attached revised Orlando Farmers Market Policies and Procedures dated May 2023.

d. Downtown for the Holidays – Chelsey Parrish, Special Events Coordinator

Each year, the Downtown Development Board (DDB) and Community Redevelopment Agency create a seasonal holiday experience around Lake Eola Park for residents and visitors to enjoy. Activations for the thousands that visit each year include a Christmas Tree at the park complete with holiday music, holiday movies, Santa Claus at the Eola House, and a Holiday Market.

This year, the DDB is seeking to build on previous efforts and expand activations in an effort to generate more attendance and awareness of downtown's offerings. Part of expansion efforts include more vendors for the Holiday Market, a holiday train, artificial snow, the Grinch, and a holiday drone show. Through the proposed agreements with Nelsons Tents & Events, Inc. and Birchmore Group, Inc., DDB would provide 160' x 10' tents to host the market vendors at a cost of \$12,819.19 and provide snow at a cost of \$34,560. Through the agreements with Dronisos and Vagabond Productions, Inc., for a 400 drone holiday show will be a cost of \$50,000 and Santa and the Grinch will be present at the event nightly at a cost of \$16,500. Additionally, under the agreement with RTP Productions Corporation, they will provide overall management of the Vendors and the other entertainment and activity contractors as well as operate a nightly hot chocolate station at a cost of \$20,336.

Staff requests that the DDB approve the agreements with Nelsons Tents & Events, Inc., Birchmore Group, Inc., Dronisos, Vagabond Productions, Inc., and RTP Productions Corporation and authorize the Chief Procurement Officer to execute such agreements in the estimated amounts set forth above, subject to review and approval of the City Attorney's Office, and authorize the Executive Director or Chief Procurement Officer to enter into contracts, subject to review and approval of the City Attorney's Office, and make additional expenditures of up to \$39,524.31, for a total not to exceed overall event budget of \$200,000.00, for additional costs and expenses related to implementation of Downtown For The Holidays. Additionally, staff requests that the DDB approve the attached form Vendor agreement and authorize the Market Manager or Executive Director to execute such Vendor agreements on behalf of DDB.

Date of Next Meeting:

The next Downtown Development Board Meeting will be held Wednesday, June 28, 2023 at 3:00 p.m. in Veterans Conference Room.

Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.



**2023-2024 FUNDING AGREEMENT BETWEEN THE CITY OF ORLANDO, THE
DOWNTOWN DEVELOPMENT BOARD, AND INNOVATE ORLANDO, INC.**

THIS AGREEMENT is entered into this _____ day of _____ 2023, by and between the City of Orlando, a Florida municipal corporation established under the laws of the State of Florida (hereinafter referred to as "the City") with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, the Downtown Development Board, a body corporate and an agency of the City of Orlando, created by Special Act of the Florida Legislature, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando ("Act"), hereinafter referred to as the ("DDB") with a principal address of 400 South Orange Avenue, 6th floor, Orlando, Florida, 32801, and Innovate Orlando Inc., a Florida not-for-profit corporation ("Innovate Orlando"), with a principal address of 301 East Pine Street, Suite 1200 Orlando, FL 32801.

WITNESSETH

WHEREAS, Innovate Orlando is a not-for-profit corporation headquartered in downtown Orlando that is dedicated to fostering the growth of technology companies in the city of Orlando; and

WHEREAS, technology has grown to be one of Orlando's largest industries and Orlando is becoming increasingly known as a hub for technology startups in the southeast United States; and

WHEREAS, one of the goals of Innovate Orlando is to help transform the City into a nationally-recognized center for metaverse-related technology companies; and

WHEREAS, to that end, the Innovate Orlando is seeking to locate the MetaCenter Global Week conference in downtown Orlando; and

WHEREAS, MetaCenter Global Week will consist of world-renown speakers and demonstrations of the real-world applications of metaverse technology and how businesses can grow within the metaverse ecosystem; and

WHEREAS, hosting of the MetaCenter Global Week within downtown Orlando will allow for the high tech urban environment in Creative Village to be featured to technology industry leaders; and

WHEREAS, the Innovate Orlando seeks funds from the City and DDB in order locate MetaCenter Global Week in downtown Orlando as detailed in Exhibit A; and

WHEREAS, the hosting of the MetaCenter Global Week in downtown Orlando will benefit businesses within the downtown development area by having an economic impact estimated at over \$750,000.00 (Seven Hundred, Fifty Thousand Dollars); and

WHEREAS, the City and DDB have determined that supporting the growth and success of downtown Orlando and the city of Orlando as a nationally-recognized center for metaverse-related technology companies serves a valid public purpose because it ultimately creates quality jobs for the City's residents, and to that end, the City and DDB have appropriated funds to be provided to the Innovate Orlando in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the mutual covenants, and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **FUNDING.**

(a) Innovate Orlando, directly and through strategic partnerships, will conduct MetaCenter Global Week, including at least three (3) days of programming and one thousand (1,200) hotel room nights, ("Services") in downtown Orlando.

(b) The City has appropriated the total sum of Forty-Five Thousand Dollars and 00/100 (\$45,000.00) to be administered by and disbursed to Innovate Orlando solely for the provision of the Services and the purposes set forth herein.

(c) The DDB has appropriated the total sum of Forty-Five Thousand Dollars and 00/100 (\$45,000.00) to be administered by and disbursed to Innovate Orlando solely for the provision of the Services and the purposes set forth herein (The funds collectively appropriated by the City and DDB pursuant to this Agreement shall hereinafter be referred to as the "Funds").

3. **PAYMENTS.** Under the terms and conditions of this Agreement, the City and DDB agree to contribute the Funds to the Innovate Orlando. Such Funds shall be due and payable upon receipt of a request for payment from Innovate Orlando.

4. **PERFORMANCE MEASURES; PROGRESS AND FINANCIAL REPORTS.** The City and DDB shall use the Performance Measures listed in Exhibit "B" to determine the effectiveness of Metacenter Global Week and the Services provided by Innovate Orlando. On or before December 1, 2023, Innovate Orlando must submit a final report which shall be consistent with the Services and performance measures, as detailed in Exhibit B, and shall detail the economic benefit brought to downtown Orlando through the hosting of MetaCenter Global Week within downtown

Orlando. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of Innovate Orlando to receive future contributions from the City or the DDB.

5. **NONPROFIT STATUS.** Innovate Orlando shall maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If Innovate Orlando should, during the term of this Agreement, lose its corporate or non-profit status, it shall immediately notify the City and DDB within ten (10) days of the event. Upon such an event, the City and DDB reserve the right to immediately terminate this Agreement and seek reimbursement of the Funds from Innovate Orlando.

6. **NONDISCRIMINATION.** Innovate Orlando agrees to provide the Services without regard to race, color, creed, sex, age, national origin, disability, sexual orientation or marital status and in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. Innovate Orlando agrees that compliance with this provision constitutes a condition to receipt of Funds.

Innovate Orlando agrees that all contractors, subcontractors, or others with whom it arranges to provide services to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of this provision. Upon receipt of evidence of such discrimination, the City and DDB reserve the right to immediately terminate this Agreement.

7. **ACCOUNTING AND AUDIT.** Innovate Orlando shall utilize and maintain such records and practices regarding receipts and disbursements of the Funds as to be in accordance with generally accepted accounting principles. All such records shall be open to inspection and audit by the City, DDB or by the designee of City or DDB, during normal business hours during the term hereof and for a period of three (3) years after the termination of this Agreement. Any cost incurred by Innovate Orlando as a result of a City or DDB audit shall be the sole responsibility of and shall be borne by Innovate Orlando. In addition, should Innovate Orlando enter into an agreement for the provision of Services contemplated herein, then Innovate Orlando shall include in written agreements with such sub-contractors a requirement that records of said sub-contractors be open to inspection and audit by the City, DDB or by the designee of City or DDB to the same extent as those of the Innovate Orlando.

8. **MONITORING.** Innovate Orlando shall permit the City and DDB to monitor the services provided by Innovate Orlando and Innovate Orlando's records and facilities, and/or interview Innovate Orlando's clients or employees in order to ensure compliance with the terms of this Agreement. Innovate Orlando shall, to assist monitoring of its program, provide to the City, DDB or the designee of City or DDB access to all client records and such other information as the City and/or DDB may deem necessary.

9. **TERM.** Unless earlier terminated, this Agreement shall remain in effect for the period commencing upon final date of execution of this Agreement and terminating on January 31,

2024.

10. **TERMINATION.** This Agreement may be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other parties. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served. In the event that Innovate Orlando terminates this Agreement prior to its natural expiration, Innovate Orlando shall reimburse the City and DDB for any and all funds provided to Innovate Orlando under this Agreement.

11. **INDEMNIFICATION.** Innovate Orlando agrees to indemnify and hold harmless the City and DDB from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement by Innovate Orlando, Innovate Orlando's performance of the Services or because due to the mere existence of this Agreement itself.

12. **DEFAULT.** The following shall constitute an Event of Default under this Agreement:

- (a) Innovate Orlando's failure to provide the services in accordance with the terms and conditions of this Agreement;
- (b) Innovate Orlando makes a material representation in any certification or communication submitted by Innovate Orlando to the City or DDB in an effort to induce the contribution of the Funds or the administration thereof that is later determined by the City or DDB to be false, misleading, or incorrect in any material manner;
- (c) Innovate Orlando's failure to host MetaCenter Global Week in downtown Orlando as detailed in this Agreement;
- (d) Innovate Orlando's failure to submit the final report specified in Paragraph 4 of this Agreement;
- (e) Innovate Orlando's failure to include the audit provisions in sub-contractor agreements as set forth in Paragraph 7 of this Agreement; or
- (f) Innovate Orlando's failure to comply with such other performance measures, reporting and administrative requirements specifically set forth in Exhibit "B" of this Agreement.

Upon the occurrence of any Event of Default, or any other breach of this Agreement, the City and/or DDB shall have the authority to terminate this Agreement and seek reimbursement of the Funds and/or exercise all rights and remedies available to it under the terms of this Agreement under statutory law, or under common law.

13. **NO WAIVER.** The continued performance by either party hereto, pursuant to the terms of this Agreement, after an Event of Default shall not be deemed a waiver of any rights by the City or DDB. Furthermore, the waiver of any default by the City or DDB shall in no event be construed as a waiver of rights with respect to any other default, past or present.

14. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

15. **NONASSIGNABILITY.** Innovate Orlando may not assign its rights hereunder without the prior written consent of the City and DDB. Failure to comply with this section may result in immediate termination of this Agreement.

16. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures between the parties hereto or as constituting Innovate Orlando as the agent or representative of the City or DDB for any purpose or in any manner whatsoever.

17. **VENUE.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida and shall be governed by the laws of the State of Florida. Innovate Orlando agrees to timely notify the City and DDB of an occurrence of any incident or action filed against Innovate Orlando, such as but not limited to, lawsuits, injuries, or allegations of abuse or neglect.

18. **INSURANCE.** Innovate Orlando shall have in force the following insurance coverage, and shall provide Certificates of Insurance to the Director of the Economic Development Department, or his/her designee, within ten (10) days of the effective date of this Agreement to verify such coverage. The insurance coverage shall contain a provision which forbids any cancellation, changes or material alterations in the coverage without providing 30 days written notice to the City and DDB:

- (a) Commercial General Liability -- Innovate Orlando shall provide commercial general liability coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent. The City of Orlando and DDB shall be named as additional insureds.
- (b) Commercial Automobile Liability -- Innovate Orlando shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Agreement for limits of not less than \$1,000,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.
- (c) Workers' Compensation -- Innovate Orlando shall provide Workers' Compensation

coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employer's Liability.

- (d) Employee's Honesty Insurance -- Innovate Orlando shall provide not less than \$10,000 coverage limit. The City of Orlando and DDB shall be named as additional insureds.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statement heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof shall be deemed to exist. This Agreement may only be modified in writing, signed by both parties.

20. **NOTICE.** Any notices to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) deposited in the United States Mail, addressed to a party at the addresses set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City: City of Orlando
Director, Economic Development Department
P.O. Box 4990
Orlando, Florida 32802
(with a copy to City Attorney's Office)

DDB: Downtown Development Board
Executive Director
400 South Orange Avenue, 6th floor
Orlando, FL 32801

Innovate
Orlando: Innovate Orlando, Inc.
301 East Pine Street, Suite 1200
Orlando, FL 32801

[SIGNATURES ON FOLLOWING 3 PAGES]

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF ORLANDO, FLORIDA

By: _____
Mayor/Mayor Pro Tem

ATTEST:

Orlando City Clerk

APPROVED as to form and legality,
for the use and reliance of the
City of Orlando, Florida only.
_____, 2023.

Assistant City Attorney
City of Orlando

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,
_____, [] well known to me or [] who has produced
his/her _____ as identification, and known to me to be the
Mayor/Mayor Pro Tem of the City of Orlando, and acknowledged before me that he/she
executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and
that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2023.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

DOWNTOWN DEVELOPMENT BOARD

By: _____

APPROVED as to form and legality,
for the use and reliance of the
Downtown Development Board only.
_____, 2023.

Assistant City Attorney
City of Orlando

STATE OF FLORIDA }
COUNTY OF }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization, this ____ day of _____, 20__, by _____
(name of person acknowledging).

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification
Type of Identification Produced _____

INNOVATE ORLANDO, INC.

By: [Signature]
President/Executive Director
Federal I.D. No. 92-3100256

ATTEST:

[Signature]
Print Name: Ashley McMullan
Title: SEA

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, David Adelson, well known to me and known by me to be the CEO of Innovate Orlando, Inc., and acknowledged before me that they executed the foregoing instrument on behalf of said corporation as its true act and deed, and that they were duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of May, 2023.

[Signature]
NOTARY PUBLIC
Print Name: SCOTT P. FAGAN
My Commission Expires: 1-31-25

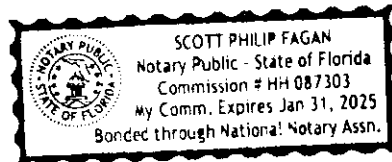


EXHIBIT “A”
Scope of Services

MetaCenter Global Week

PURPOSE:

Orlando has never had a National Annual Conference that is specific to the promotion of Innovation and Technology of the region. The creation of MetaCenter Global week will be to cement our region as all things Metaverse and the MetaCenter.

TARGET:

MetaCenter Global week programing and run of show consists of Global speakers, content, and topics that cover both enterprise and consumer technologies within the immersive and metaverse technology ecosystem. The theme for the conference will be, “Inspiration Delivered”, and the conference strives to help people become inspired by the technologies they see, the experiences they have, the people they meet, the venue where they stay, and the knowledge they gain. This will be driven by the focus of the VR/AR Association which is to help companies and people “Grow. Learn. Connect.” The conference will have a mix of marquee keynote speakers and panelists that showcase a diverse range of people and topics. The conference will consistently strive to showcase diversity and inclusiveness. This includes a balanced mix of people, with a 50/50 split of women and men speakers, and includes people from all backgrounds.

MetaCenter Global Week will be more than just a showcase of technologists, it will also include real-world applications of technology, and showcase how businesses can grow within the ecosystem.

Topics Covered: AR - VR - XR - Metaverse - NFTs - Blockchain - 5G - AI - Real Estate Technology Health and Wellness, Education, Training, Manufacturing, Aerospace & Defense,. General Enterprise and Media & Entertainment. A best-in class experiences, with industry thought leaders and business+tech workshops. Programing that is thought provoking.

LOCATION

Our goal for MetaCenter Global week will be to highlight all that downtown Orlando has to offer, but also be able to highlight the innovation and technology prowess of the City Beautiful. We are anticipating using the Dr. Phillips Center the location for all exhibits, events, speakers, and breakouts.

METACENTER GLOBAL WEEK OCTOBER 2023

Tuesday, October 17, 2023 – MetaCenter Global Week – IGS

Wednesday, October 19, 2023 – MetaCenter Global Week – IGS

Thursday, October 20, 2023 – MetaCenter Global Week – IGS

Friday, October 21, 2023 – MetaCenter Global Week - Synapse

Overview of Conference

Stages and Exhibitor Set-Up:

- 1.5 days before the event opening

Main Stage Format:

- 500-600 attendee capacity
- 9 am - 5 pm live
- 10 min - 30 min keynotes and panels
- A/V Content Crew
- Typically there is rigging - lights/sound, etc. needing to be done to create a strong stage presence and should be considered in the stage and A/V set up
- Stage Production Manager
- Stage and speaker readiness team on site
- Speaker Green-room is ideal with coffee, snacks, water, soda
- 4-6 videographers/cameras
- Recommended: “Immersive stage” with a holographic screen, stage smoke and stage fog, with lights and lasers (speakers love this and the audience does too)

Second Stage:

- 150-250 attendee capacity
- 10 am - 5 pm
- 10 min - 30 min, single presentations and panels
- A/V Content crew + Stage and speaker readiness team
- 2-3 videographers/cameras

Expo:

- 40-60 exhibitors, ideally attendees walk through the expo between entrance and stage
- Mix of start up booths, 10x10s, 10X20s, 20X20x, pre-fab and open space

Speakers:

- 150-160 total speakers

- Keynotes and panels

Private Meeting Rooms

- 10-15 private meeting rooms that can be packaged for sponsors
- Private meeting rooms typically require special requests from sponsors related to room set-up, A/V, and food and beverage. These are paid for by the sponsor and usually handled directly with the venue and catering team.
- Private meeting rooms can also be used for breakout workshops.
- Typically, one of these rooms is reserved for a Speaker VIP room for preparing for their presentations, or holding panel preparation meetings.

VIP Breakfast or Lunches:

- 200-300 people, round tables
- VIP ticket purchases, speakers, and Silver, Gold, and Platinum Sponsors

Coffee and Snack Breaks:

- Morning as attendees arrive, and afternoon
- Typically, in a reception area that allows attendees to network

VIP Special Receptions:

- Available for a sponsor to host a happy hour VIP session
- F&B covered by sponsor + paid meeting space

VIP Welcoming Reception:

- Typically, the night before opening day - 2-3 hours
- 200-300 attendees, VIP ticket holders, speakers, sponsors, exhibitors
- Drinks and appetizers
- Typically offered to VIPs, 2 drink tickets per attendee, or could be an open bar if sponsored.
- Sponsor - 10 min speaking message, requiring A/V and mini-stage platform

General Happy Hour Networking:

- End of day 1 and 2 designed to allow for networking, typically sponsored but can be a cash-bar

EXHIBIT “B”
Performance Measures

Innovate Orlando shall ensure that the following minimum performance measures are met. Such compliance shall be detailed in Innovate Orlando’s final report to the City and DDB.

1. At least 3 days and 8 hours a day of programming;
2. At least 1,500 registered conference attendees;
3. Held exclusively at Dr. Phillips Center for the Performing Arts and other downtown Orlando venues;
4. At least 1200 room nights at downtown hotels; and
5. At least \$750,000.00 dollars in economic impact within downtown Orlando; and
6. Acknowledgement of DDB and the City of Orlando as presenting sponsors; and
7. Provision of a table or space at the registration area or other agreed upon location; and
8. Inclusion of the DDB and City logos on all media promoting MetaCenter Global Week; and
9. Partnering with downtown businesses for pre/post MetaCenter Global Week activities; and
10. Provide complimentary admission to MetaCenter Global Week activities for up to 12 persons selected by the City.

**Park DTO
Downtown Parking Validation Program
Last Updated: May 11, 2023**

About

The retention of small businesses is a key opportunity to ensure the success of the redevelopment within the Orlando Central City Neighborhood Development Area (Area). Additionally, with parking often noted as a barrier to people visiting downtown, there is a need to seek opportunities to improve parking accessibility and options for downtown patrons, including the use of innovative solutions.

The purpose of the Park DTO (Program) is to encourage the retention of downtown businesses by increasing consumer spending and visitation in the Area by improving parking accessibility by temporarily funding parking costs.

This two-part Program provides customers with up to 2 hours of parking paid for by the Downtown Development Board (DDB) at any metered on-street parking spot and provides free valet parking for customers dining at an eligible businesses within the Area.

The Why

- Support the retention of small businesses and ensure their success in downtown
- To improve parking accessibility for downtown patrons
- Encourage the retention of downtown businesses by increasing consumer spending and visitation by temporarily funding parking cost

Eligible Businesses: Valet Parking

Any downtown restaurant within the Area with a valid City of Orlando Business Tax Receipt (BTR) is eligible to participate in the parking validation program.

Validations at Designated Valet Parking Services

Eligible restaurants will apply to participate in the program. Approved restaurants will work with the nearest valet system utilizing a digital tracking system which electronically verifies date and time of entry and provides verification of validation. The anticipated system will have approved restaurants enter a customer's cell phone number into the valet system via a unique website provided from nearest valet parking service. The

customer will then receive a text from the valet service stating their parking has been validated. Each occurrence of validation will be logged into a report with the valet parking service. Parking validations will be permitted for between the hours 5:30pm and 9:30pm.

Participating restaurants will provide invoices to the DDB with reports from the valet parking service which outline valet expenses.

Promotion Codes

Promotion codes for metered parking will be available for use up to four (4) times per ParkMobile account.

Eligible Uses

Promotion codes and parking validation cards are valid seven days a week and 24 hours a day excluding major holidays (Cinco de Mayo, 4th of July, Halloween, Thanksgiving, and Christmas) or emergency situations.

Any amount owed in excess of the validated time is the responsibility of the customer.

Ineligible Uses and Revocation

Park DTO valet reimbursement is only for customers dining a participating business in downtown Orlando. Parking validation must not be used by businesses owners or their employees. A participating business in violation with the guidelines of the program shall have its validation privileges revoked. Promotion codes for metered parking can be used by anyone visiting downtown Orlando.

Program Cost

The Executive Director of the DDB, by virtue of these guidelines, has the authority to enter into funding agreements on behalf of the DDB. However, the Executive Director, at his or her discretion, may present any or all funding agreements to the DDB for approval. The DDB may, from time to time at its discretion, allocate funding for the program.

The overall funding allocated of the parking validation program for fiscal year 2022/2023 is \$100,000.

Program funding is coming from the Downtown Development Board budget.

Program Term

The Program shall end when the allocated funding is expended or on December 31st, 2023, whichever is sooner. The Program may be extended for an additional 60 days by the CRA Executive Director.

Orlando Farmers Market Policies and Procedures
Adopted May 2023
Downtown Development Board

General Market Parameters

- ◆ The Market will generally be open to the public from 10 a.m. to 3 p.m. each Sunday. The Market is generally closed on the two (2) Sundays during which the Spring and Fall Fiesta events take place at Lake Eola. The Market will also be closed on New Year's Day and/or Christmas Day when such holidays fall on a Sunday. The Downtown Development Board (DDB) maintains the right to close the Market any Sunday for any reason and does not guarantee any minimum number of weeks of operation.
- ◆ Product categories permitted to be sold at the Market are limited to plants and other garden related items, baked goods, produce, dry goods, seasonal items, art, jewelry, food concessions, pet related items, and handmade items, including personal care items. The Market encourages participation by local farmers, growers, artists, etc. The sale of flea market resale type items is not permitted. All items for sale must be approved by the Market Manager prior to Vendor's use of a space at the Farmers Market. Vendors that request to sell items that the Manager deems approved, but for which space is not currently available will be placed on a waiting list for spaces which may become available in the future. When adding any additional items to a booth for sale the Market Manager must approve such items in advance. Each approved Vendor for which space is available must execute a Vendor agreement annually and is thereby given a non-exclusive right to sell such approved items at the Market. In no way does the Market Manager's approval constitute granting of an exclusive right to sell such items.
- ◆ Each approved Vendor must notify the Manager prior to any change of ownership in its business and may need to submit a new application and execute a new Vendor agreement based upon such change. Alcohol sales are not permitted at the Market by any Vendor. Up to a maximum aggregate amount under this Agreement of One Hundred Thousand Dollars (\$100,000), each party hereby agrees to indemnify, save and hold harmless the other party, and their agents, subcontractors and employee(s) from all liabilities, charges, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims, suits, damages or losses however occurring arising out of the indemnifying party's negligence or intentional misconduct; provided, however, that neither party shall be liable to indemnify the other party for the other party's own negligence or intentional misconduct. unless formally selected by the DDB for such purpose.
- ◆ Market Space Percentage Assignments are as follows by product category:
 - Plants 5-15%
 - Produce & fresh food items 20-25%
 - Baked goods/prepared foods 30-40%
 - Other 30-40%
- ◆ These percentages are intended to serve as guidance to the Market Manager to achieve a balanced merchandise mix of approved product categories, however, the Market Manager has the discretion to exceed or be below any product category percentage with the prior written approval of the DDB Executive Director.

- ◆ The size of spaces available for use are 10' X 10' or 10' X 5'. The Market Manager determines where each Vendor is placed within the Market and may limit the number of spaces to be used by any one Vendor. Approved Vendors are granted a revocable license to use space at the Market and such license may be terminated at any time, with or without cause, by the DDB in its sole discretion. The DDB may increase or decrease the size of the Market in its sole discretion for reasons including but not limited to staffing, traffic issues, set-up/loading issues, and clean-up costs. No Vendor space is permanent and a Vendor's assigned space may be moved or reduced in size at any time by Market Manager. The usage fee for either size of space is currently \$40.00, inclusive of tax on the space rental and is payable to the Downtown Development Board. Rental fees are due each Sunday unless the Market is open for less than three hours due to weather, in which case the Market Manager may waive rental fees for such day.

Set-Up and Break-Down/Market Operations

- ◆ Vendors utilizing trucks in excess of 1 ½ tons shall, after making prior arrangements with the Market Manager, unload first, between 7:00 a.m. and 8:00 a.m. Other Vendors will have from 8:00 a.m. until 9:30 a.m. each Sunday to load in their booth set up. No Vendor may enter the Farmers Market area to set up prior to 7:00 a.m. unless the Market Manager has approved such early entry to the Market.
- ◆ All booths must be completely set up to sell at 10:00 a.m. and stay open with complete set up until 3:00 p.m. each week. Promptly at 3:00 p.m., Vendors must break down tables and tents and pack all supplies before leaving the Market. At all times, Vendor shall be responsible for his or her belongings, including items for sale.
- ◆ Should a Vendor be absent from the Market, without at least a week's notice to the Manager, more than two times in any quarter (three-month period), such Vendor's license to use space may be terminated and such Vendor will be moved to the end of the Waiting List if booth space is not available at such time.
- ◆ When loading in, Vendors shall line up as directed by the Manager and wait to be escorted into the park by Market Manager or other approved escort at times and locations specified by the Market Manager. All vehicles MUST WAIT until they are motioned to enter, escorted by one of the above-mentioned personnel. Whenever the vehicle is in motion within the park, moving either forwards or backwards, an escort must be within 12 feet of the vehicle to clear the path of park wildlife, City/CRA staff, patrons, pets and other Vendors. Vendors should drive no faster than walking speed, about 3 miles per hour.
- ◆ Vendors must bring heavy duty trash bags to bag their garbage, securing bags properly at the end of the day and leaving them at designated collection sites.
- ◆ Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The Orlando Farmers Market does NOT require a tent but does require that all tables be covered by a cloth to the ground so no table legs show in front or the side of any tables. Any tents used must comply with City Code provisions regarding tent usage and should be appropriately secured at all times to ensure

safety for all users. No sound amplification may be used by Vendors.

- ◆ Signage must be properly displayed with Vendor's business name by either an easel, a frame, or sign hung securely on the tent structure. Hand-written signs are only permitted on a dry eraser board or chalkboard. The Market Manager has the right to ask a Vendor to change signage at any time to meet these requirements.
- ◆ Vendors shall maintain their booths in a neat, organized manner, free from clutter. Electrical access is limited within the Market. If available, the Market Manager will work with Vendors desiring electrical access when such access is deemed necessary by the Market Manager.
- ◆ All Vendors (including tented booths) are required to have a plastic drop cloth or tarp for possible sudden rain. Weights to hold tents down in a manner acceptable to the Manager are also required.
- ◆ The DDB has entered into an Agreement with the Market Manager under which the Market Manager is responsible for the recruitment of Vendors, distribution and explanation of Market policies and procedures, approval of merchandise to be sold, assignment of spaces and execution of Vendor agreements. The Market Manager is responsible for the day-to-day operations of the Market and shall be Vendor's point of contact for questions and issues that arise during the Market. The Market Manager may move booths, approve the items for sale, and after consultation with DDB/CRA Executive Director or designee, reduce or waive usage fees to account for weather issues if the Market is open for less than three hours, in-kind services and other promotions. The Market Manager reserves the right to determine whether proposed merchandise meets the DDB's Market objectives and criteria for participation.

Licenses and Health Codes

- ◆ The DDB maintains City and County business tax receipts for the Market. Vendors shall comply with all laws and regulations and maintain all other appropriate City and State licenses for their type of goods or food products and have all applicable licenses in their booth at all times.
- ◆ Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service.
- ◆ Sales tax, when required by the State, is the responsibility of the Vendor.

Photographs/Video/Logos

- ◆ By Vendor's operation at the Market, Vendor consents to the Manager's, City's, and DDB's right to photograph, video, or otherwise capture images of any Vendor or Vendor booth for the use of advertising or promotion of the Market. All images will become the property of DDB and the City.
- ◆ Orlando Farmers Market, City of Orlando, and Downtown Development Board logos and images may not be used for any purpose without the written consent of the DDB staff.

Enforcement of Rules

- ◆ Violation of any laws, park rules, general public safety rules, or Market policy by Vendor or Vendor's staff or any exhibition of improper behavior may result in termination of the license to use space. Vendors shall generally be given a written warning from the Market Manager of any such violation and two written warnings will constitute immediate termination.
- ◆ Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel, and Market patrons. Failure to do so is cause for immediate removal from the Market.

**AMENDMENT FIVE
TO
DOWNTOWN ORLANDO FARMERS MARKET MANAGER**

THIS AMENDMENT TO CONTRACT (“Amendment”), entered into the ____ day of ____ 2023 (“Effective Date”), is made by and between the Downtown Development Board (“DDB”), a body corporate and an agency of the City of Orlando (“City”), created by referendum in December, 1972, under Chapter 71-810, Laws of Florida, the Orlando Central City Neighborhood Development Board Act, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), hereinafter referred to as the “DDB” and RTP Productions Corporation, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

WITNESSETH:

WHEREAS, the parties entered into an agreement dated November 10, 2017 (“Contract”), pursuant to which the Contactor provides market management services in Lake Eola Park (“Park”) for the DDB’s weekly farmers market events; and

WHEREAS, the parties have previously amended the Contract to extend the term thereof through September 30, 2023, and to modify the scope of work on four separate occasions; and

WHEREAS, the parties wish to further extend the term of the Contract as set forth below; and

WHEREAS, the DDB also desires to have the Contractor perform additional similar market management functions in the Park for the DDB’s new holiday market event to be held during the 2023 holiday season as more fully set forth below;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

I. TERM

The Term of the Contract is hereby extended through April 30, 2024. In addition, Contractor hereby grants DDB the option to extend the Contract for up to three (3) additional one month periods, or portions thereof, by notifying Contractor in writing at the address for Contractor listed under its signature block below prior to the expiration of the then current term of the Contract.

II. SCOPE

The scope of services of the Contract is hereby amended to provide for the Contractor to

perform the additional work (“Additional Work”) as set forth in the Contractor’s proposal to the DDB (“Proposal”), which Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference. Unless otherwise specified herein or in the Proposal, the Contractor is to furnish all materials, tools, equipment, labor, and consumables to complete the Additional Work set forth in the Proposal. The period for the performance of the Additional Work set forth in this Amendment shall commence as of December 1, 2023, and all Additional Work shall be completed by December 31, 2023, unless such period is extended by the DDB’s Executive Director or his designee and agreed to by the Contractor in writing

III. COMPENSATION

Contractor agrees to perform the Additional Work and provide such services and materials as specified in its Proposal for the fee (“Fee”) of Twenty Thousand Three Hundred Thirty Six Dollars (\$20,336) as specified in said Proposal, which fee is inclusive of all costs, fees, expenses and taxes of any kind, including but not limited to any necessary travel costs of Contractor to satisfactorily perform the Additional Work. The Fee shall be paid in one lump sum installment upon invoice by Contractor on or after December 1, 2023.

In all other respects, and except as specifically modified and amended herein, the Contract, as previously amended by the parties, shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA, AS AGENT
FOR THE DOWNTOWN DEVELOPMENT
BOARD

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Downtown Development
Board and the City of Orlando, Florida, only.

By: _____
Chief Procurement Officer

Date: _____, 2023

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2023

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: _____
Signature

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

Area Code/Telephone Number

CORPORATE SEAL

STATE OF FLORIDA }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 20____, by
_____ (name of person) as _____ (type of
authority, (e.g., officer, trustee, attorney in fact, etc.) for _____
_____ (name of entity/party on behalf of whom instrument was
executed).

Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

____ Personally Known or ____ Produced Identification

Type of Identification Produced _____

EXHIBIT “A”

CONTRACTOR’S PROPOSAL

PROPOSAL

Scope:

Duties will generally be the same scope as for the Orlando Farmers Market, to include but not be limited to:

1. Manage daily operational aspects of the holiday market and event at the Park, including but not limited to serving as point of contact and on-site management for DDB entertainment and activity contractors (carolers, costumed characters, DJ, snow tech, train operator, and any other contractors), as well as the market Vendors.
2. Load in / load out guidance for contractors and Vendors
3. Oversee market Vendor application and evaluation process, and execute Vendor agreements on behalf of DDB
4. Collect Vendor Fees and remit to the DDB
5. Contractor and Vendor relations
6. Working with DDB staff requests
7. Safety patrol - vendors and patrons
8. Crowd control, (including during the drone performance on December 23rd)
9. Staffing and operating hot chocolate booth from the Bubble Tent each night of the event

Every night the holiday market is operating, there will be an RTP management team of six (6) people on site at all times starting at 3:00 pm on December 1, 2023, and 4:00 p.m. for all other market days, to start the load in process one and a half hours prior to the start of the event and remain on-site following the event until load out is complete. The RTP management team shall wear Event Shirts supplied by DDB at all times while on duty at the event.

RTP will coordinate with DDB and Park staff.

Location:

The location of the holiday Vendor market is on the International Bridge located near Osceola circle in Lake Eola Park. The location of other activations for the nightly event are in and around the Eola House and on the Northeast lawn of the Park.

Dates and Times:

The dates for the holiday market and event are December 1, 2, 3, 8, 9, 10, 15, 16, 17, 22 and 23.

Holiday market times are from 5:30 pm to 9:30 pm, except for December 1, 2023, which shall be from 5:00 pm to 9:00 pm.

Compensation:

RTP shall be compensated in accordance with the attached Lake Eola Holiday Market Proposed Expenses page at the end of this Proposal. The daily charge for the RTP management team includes:

- Wages
- Workers Comp
- Taxes
- Insurance



Lake Eola Holiday Market Proposed Expenses

To: Sherry Gutch

Chelsey Parrish

Event Dates:

12/1, 12/2, 12/3, 12/8, 12/9, 12/10, 12/15, 12/16, 12/17, 12/22 & 12/23

Staff:

Management team of 6 people @ \$1400.00 per day.

Management of Vendor application and financials \$600

Hot Cocoa Supplies:

Includes Free Hot Cocoa for 11 nights with complimentary marshmallows, peppermint sticks, sprinkles, cups, and straws @\$200.00 per night.

Bubble Tent:

\$1500.00 to include tables, linens and all serving equipment.

Storage:

12 Foot Mini Pod Rental for storage to be parked behind Eola House estimate \$636.00 for the month.

Total Proposed Amount is \$20,336.00

Please call if you have any questions.

Dana Brown

1255 La Quinta Dr., Ste. 116 Orlando, FL 32809

Lake Eola Holiday Market

Vendor Agreement

**** All fields must be completed****

Vendor's name _____

Business name (if applicable) _____

Address _____

City _____ State _____ Zip code _____

Phone _____ Cell _____

Email _____

Website: _____

By signing below, the Vendor acknowledges that Vendor is granted a revocable license to use space at the Lake Eola Holiday Market (Market) and that such license may be terminated at any time, with or without cause, by either the DDB's Market Manager or Executive Director in his or her sole discretion. Additionally, the Vendor's signature below indicates that Vendor has read, understands, and agrees to comply with the Market Policies and Procedures, including the Lake Eola Park Rules, Single-Use Products Policy, and the Insurance Requirements, collectively attached as Exhibit "A" and incorporated herein by reference, and that any violation of such may result in loss of Market vending privileges. Vendor acknowledges that such Policies and Procedures may be amended from time to time and agrees to abide by the terms of any such amendments if Vendor continues to vend at the Market following adoption of such amended Policies and Procedures and acknowledges that violation of such amended Policies and Procedures may result in loss of Market vending privileges.

Additionally, by signing below, Vendor agrees to indemnify and hold harmless the DDB, the City of Orlando (City), the Community Redevelopment Agency (CRA) and the DDB's Market Manager, and their officers, directors, employees, and agents, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Agreement or Vendor's use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees and any acts or omissions of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies collected from the sale of Vendor's goods. The DDB, the City, CRA, and DDB's Market Manager are in no way responsible for any lost or stolen monies or items. Collection of sales tax on Vendor's sales, when required by the State, is the responsibility of the Vendor.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless the City,

CRA, DDB and DDB's Market Manager from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend the City, CRA, DDB and DDB's Market Manager from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Orange County, Florida. This Agreement may not be modified or amended except in writing signed by both parties.

Vendor Signature _____

Print name _____ Date _____

Items approved for sale: _____

Approved dates of sale: _____

DDB Signature _____ Date _____
Market Manager/Executive Director

Agreement Effective _____, 20 ____ to December 23, 2023.

Booth space is 10' x 10' and located in a covered tent provided by DDB. Cost is \$20.00 per night. If paying by check, checks shall be made payable to the Downtown Development Board or DDB.

Exhibit "A"

Lake Eola Holiday Market Policies and Procedures

◆ The DDB entered into an Agreement with the Market Manager under which the Market Manager is responsible for the day-to-day operations of the Market and shall be Vendor's point of contact for questions and issues that arise during the Market. The Market Manager determines where each Vendor is placed within the Market. Approved Vendors are granted a revocable license to use space at the Market and such license may be terminated at any time, with or without cause, by the Market Manager or DDB's Executive Director in their sole discretion. No Vendor space is guaranteed, and the Market Manager has the right to move Vendor booth locations for any reason, including but not limited to issues related to Vendor trailer loading and unloading.

◆ The usage fee for is \$20.00 per night, inclusive of tax on the space rental, and monies are collected by the Market Manager, prior to Vendor's vending at the Market, payable in either cash or check. All checks should be made out to "DDB" or the Downtown Development Board.

Set-Up and Break-Down/Market Operations

◆ Vendors will load in their booth and set up prior to Market opening time for the Market each day as directed by the Market Manager. Any vehicle that has not arrived in the load-in area by such time designated by the Market Manager will not be permitted to load into the Market that day.

◆ Set-up is NOT permitted until all prior fees or other monies owed have been paid to the Market Manager.

◆ All booths must be completely set up to sell at 5:00 p.m. on December 1st and 5:30 p.m. on all other Market days and stay open with complete set up until 9:00 p.m. on December 1st and 9:30 p.m. on all other Market days. Promptly at such ending time of 9:00 or 9:30 p.m., Vendors must tear down tables and pack all supplies before being able to get their vehicle. Any Vendor selling after the Market end time may be subject to termination of their license to use space.

◆ Vendors may not attach anything to the DDB provided tent.

◆ When loading in, Vendors shall line up as directed by the Manager and wait to be escorted into the park by Market Manager, a Downtown Clean Team Staff member or other approved escort.

◆ Vendors must bring heavy duty trash bags to bag their garbage and take all filled garbage bags with them at the end of the day.

◆ Vendors are responsible for all set up materials including, but not limited to, tables, chairs, signage, and fitted tablecloths. All tables must be covered by a fitted cloth to the ground so no table legs show in the front or on the sides of any tables. Food Vendors must have a ground covering underneath the food preparation area to protect the hardscaping and grass from damage. All Vendors are required to have a plastic drop cloth or tarp for possible sudden rain.

◆ Signage must be properly displayed with Vendor's business name by either an easel or an A-frame. Only A-Frame style signs may be placed on the ground. No signs shall be leaning against the tent structure or disrupting foot traffic or pathways. Hand written signs are only permitted on a dry eraser board or chalkboard. The Market Manager has the right to ask a Vendor to change signage at any time to meet these requirements.

- ◆ Vendors shall maintain their booths in a neat, organized manner, free from clutter. Market Manager has the right to ask any Vendor to clean up its booth or reduce or alter the display area at any time during the Market.

- ◆ Vendors, its employees, representatives, or anyone allowed in Vendor's booth area, shall not smoke, including vapor cigarettes, inside the Market area. Additionally, Vendors and its employees and representatives operating a booth during the Market are not permitted to drink alcohol at any time during the Market hours. Violation of either of these terms may result in expulsion from the Market and permanent loss of vending privileges.

- ◆ Only battery-operated fans or heaters may be used by Vendors. Quiet generator use is permitted for booth operation at less than 60 dBA, so long as in compliance with any relevant City Code provisions. A fully inspected and properly maintained fire extinguisher must be kept in the booth at all times if a generator is being used. The generator must be protected and free from touch by any person attending the Market, as well as free from contact with grass, wood chips, or any flammable or combustible material.

Licenses and Health Codes

- ◆ All Vendors shall obtain a business tax receipt from the County, and City if applicable, in which their permanent business address is located. Upon approval, Vendors must have a copy of all applicable licenses in their booth at all times.

- ◆ Vendors shall comply with all laws and regulations and maintain all other appropriate City and State licenses for their type of goods or food products and have all applicable licenses in their booth at all times.

- ◆ Food Vendors must be properly licensed with the State of Florida Department of Agriculture (regulates mobile vendors selling pre-packaged food) and/or Department of Business and Professional Regulation-Hotel & Restaurant Divisions (regulates mobile vendors that prepare and serve food on site). Additionally, food Vendors must comply with all laws and regulations related to food service.

- ◆ Sales tax, when required by the State, is the responsibility of the Vendor.

- ◆ Vendors must maintain a professional appearance while working at the Market, including having clean hair, fingernails, and clothing during all periods of work at the Market. Vendors and their employees or representatives must wear appropriate footwear at all times.

- ◆ Hair nets, head bands, beard nets, caps or other effective hair restraints must be worn by all persons engaged in the preparation and service of food to keep hair from food and food-contact surfaces. Food service personnel are required to wear shirts with sleeves. Additionally, food booths must have hand wash sinks and plastic gloves must be used.

- ◆ No pets or other animals shall be permitted within Vendor's booths.

- ◆ No children under 16 are permitted in booths in which cooking occurs.

Photographs/Video/Logos

◆ By Vendor's operation at the Market, Vendor consents to the Market Manager's, City's, DDB's, and other third party's (approved by Market Manager), right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Market. All images will become the property of DDB, CRA, or the City.

◆ Vendors may not use the Lake Eola Market, City of Orlando, and Downtown Orlando logos and images for any purpose without the written consent of the DDB staff.

Enforcement of Rules

◆ Violation of any laws, park rules, general public safety rules or Market policy listed in this Agreement by Vendor or Vendor's staff or exhibition of improper behavior may result in termination of the license to use space. Vendors are responsible for informing any employees, staff, or representatives of these rules and ensuring their compliance.

◆ Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel and Market patrons. Failure to do so is cause for immediate removal from the Market. If a Vendor has a conflict with a Market patron, Vendor shall call the Manager on duty to assist in resolving the situation.

LAKE EOLA PARK RULES

Vendors who are cooking on site must have an approved ground cover underneath the cooking apparatus to catch and soak up any grease, oil, charcoal or liquid spillage in order to prevent the staining of park walkways and hardscape. Cardboard or paper is not acceptable. Failure to do so may result in a partial or total forfeiture of the damage deposit and additional clean up fees. ***COOKING IS NOT ALLOWED ON ANY GRASS AREA.***

During load in and breakdown, the Event Organizer must instruct all vendors, staff and contractors not to drive on the grass in any area of the park. ***DRIVING IS NOT ALLOWED ON ANY GRASS AREA.***

- Tents or inflatable devices must be weighted down or sandbagged, no staking is permitted.
- Any wires, cables or hoses laid across paved walking surfaces must be covered with stage/electrical cord mats or be taped down for the entire length of the paved surface with duct tape.
- Tape is prohibited from being used to hang signs, banners, etc. to any park structure.
- Light poles, park structures and/or landscaping are prohibited from being used to hang banners, lights, decorations, etc.
- Event promoters, producers and vendors are prohibited from providing glass drinking containers or plates and stickers of any type, gum or chocolate.
- Music and all speaking must be kept within the City's maximum allowable volume as specified in City Code Chapter 42. If at some point the City deems the volume to be too high the producer of the event will be asked to decrease the volume. If the City's requests are not met, the City reserves the right to cease the continuation of the event.

137.2 SUBJECT: SINGLE-USE PRODUCTS ON CITY PROPERTY

:1 OBJECTIVE:

To advance the environmental sustainability of Orlando by reducing the use of polystyrene products and single-use plastics on City property and encouraging biodegradable, compostable, recyclable, and reusable alternatives.

:2 AUTHORITY:

This policy was adopted by City Council on June 3, 2019.

:3 DIRECTION:

The Director of Sustainability, as an appointed official, serves at the pleasure of the Mayor and is supervised by and receives direction from the Chief Administrative Officer.

:4 METHOD OF OPERATION:

A. Definitions.

1. "Biodegradable materials" are manufactured products made entirely from natural materials, like uncoated paper or plant fibers, that will undergo a natural process of deterioration.
 2. "City contractor" is a food service related contractor, vendor, concessionaire, or lessee of the City.
 3. "City permittee" is any person or entity issued a special event permit or temporary use permit by the City for a special event or temporary use on City property.
 4. "City property" includes land or facilities owned, operated or managed by the City, and public rights-of-way within the jurisdictional boundaries of the City of Orlando.
 5. "Compostable materials" are manufactured products made from paper, wood, or vegetable-derived plastics.
 6. "Plastic" is a synthetic material derived from petroleum or a biologically based source.
 7. "Plastic bag" is a bag provided to a customer, typically at the point of sale or distribution, for the purpose of transporting food service related items, and is made predominantly of nonwoven, flexible plastic that is less than 10 mils thick.
- Chief Administrative Officer -
Office of Sustainability Section 137.2
Policies and Procedures Manual
8. "Plastic straw" is a tube intended for transferring a beverage from its container to the mouth of the drinker, or for mixing a beverage in its container, which is made predominantly of plastic.
 9. "Polystyrene," commonly known as "Styrofoam," is a synthetic polymer made from the styrene monomer.
 10. "Polystyrene products" are disposable food service articles including protective packaging, containers, cups and lids.
 11. "Recyclable materials" are raw or processed materials that can be recovered or diverted from the nonhazardous waste stream to be reused or repurposed into another item which may otherwise be produced using raw or virgin materials. For purposes of this policy, recyclable materials include glass, aluminum, or plastics made from polyethylene terephthalate (PET, #1) or high-density polyethylene (HDPE, #2).
 12. "Reusable materials" are manufactured products that are durable, washable items, often not discarded and can be used multiple times.
 13. "Single-use products" are food service related products that are designed

to be used only once in the same form and then disposed of or destroyed. For purposes of this policy, single-use products are polystyrene products, plastic straws, and plastic bags, as defined herein.

B. Policy.

Single-use products may not be sold or disbursed on City property by City contractors or permittees, unless authorized by the Chief Administrative Officer, Chief Financial Officer, Chief Venues Officer, or designee. The use of biodegradable, compostable, recyclable, and reusable materials is encouraged.

In recognition of the needs of customers with disabilities, plastic straws may be provided upon request.

C. General Guidelines.

Applicable contracts and permits shall include a provision that single-use products may not be sold or disbursed on City property as provided in this policy.

The City may revoke or cancel any permit for non-compliance with this policy, and may use past non-compliance as grounds for not renewing or re-issuing a permit. Where applicable under the terms of a contract, the City may pursue appropriate contractual remedies for non-compliance with this policy,

Chief Administrative Officer -

Office of Sustainability Section 137.2

Policies and Procedures Manual

including termination and/or preclusion or debarment from future City contracts.

This policy only applies to new contracts solicited or entered into, and permits granted, after its effective date.

D. Exemptions.

1. Single-use products used for pre-packaged food that have been filled and sealed prior to receipt by the City contractor or permittee, or for packaging unwrapped food items, such as raw meat, poultry and fish.

2. Single-use products used by a City permittee for events or facility rentals attended by 100 people or less.

Insurance Requirements

- **Workers' Compensation and Employer's Liability.** This insurance shall protect the Vendor against all claims under applicable state workmen's compensation laws. The Vendor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. The liability limits shall not be less than: Workers' compensation Statutory Employer's Liability \$100,000 each occurrence
- **Comprehensive Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the Vendor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non- owned, or hired. The liability limits shall not be less than: Bodily injury and \$1,000,000 combined single Property damage limit each occurrence
- **Commercial General Liability.** This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the contractor or his agents, employees, or subcontractors.

Other Requirements:

Additional Insured: Each certificate shall indicate that the City of Orlando, the Downtown Development Board, the Community Redevelopment Agency, and their affiliates, successors, assigns and each of their respective officers, directors, agents, and employees are "additional insureds" on the Vendor's general liability, and auto liability insurance.

Waiver of Subrogation: All policies listed on the certificate shall contain a provision that the insurance carrier waives its rights of subrogation with respect to City of Orlando, the Downtown Development Board, the Community Redevelopment Agency, and their affiliates, successors, assigns and each of their respective officers, directors, agents, and employees.

Primary Insurance: The certificate of insurance shall indicate that Vendor's insurance is primary and any insurance maintained by any additional insureds shall be non-contributing with Vendor's insurance as respects claims or liability arising out of or resulting from the acts or omissions of the Vendor or of others performed on behalf of the Vendor.

Delivery of Certificates: Certificates shall be provided to DDB at least thirty (30) days prior to vending.

Christmas Drones Light Show

Standard Christmas Choreography

Christmas Light Show with 400 Drones in the sky, 10000 lights

Minimum 400 Drones Light Show
with 10000 lights
with 10000 lights
with 10000 lights

10000 lights

10000 lights

Christmas Light Show with 400 Drones in the sky, 10000 lights

Christmas Light Show with 400 Drones in the sky, 10000 lights

Christmas Light Show with 400 Drones in the sky, 10000 lights

Christmas Light Show with 400 Drones in the sky, 10000 lights

Products & Services

Christmas Light Show with 400 Drones in the sky, 10000 lights

Outdoor 400-Drones Light Show

400 x \$300.00

The offer includes :

- site survey
- customized Standard Christmas choreography (2 logos or messages can be added at the beginning or at the end of the show)

- copyright free music synchronised with the show
- 3D simulation of the show
- flight permits (obtention takes up to 90 days depending on civil aviation processing delays).
- insurance with Commercial General Liability covered to \$5Millions
- installation (D-2), tests and rehearsals (D-1) on site
- performance of the 12 minutes show
- drone fleet rental (including spares).
- logistics and team expenses (travel, accommodation and catering)
- use of images and videos from the show

One-time subtotal	\$120,000.00
Discount granted specifically to the City of Orlando	(\$70,000.00)
Total	\$50,000.00

Payment Schedule

Name	Due date	Amount
1st Payment	upon Order	\$20,000.00
Final Payment	After the show	\$30,000.00

Signature

Signature

Date

Printed name

This quote expires on May 31, 2023

Purchase terms

Signature implies acceptance of the Terms and Conditions available [here](#)

Needs & Local Requirements :

- Power supply (9 kva) on site
- Site access at least 2 days before the show
- Start zone fully restricted to Dronisos team during the 3 days
- Event authorizations (other than civil aviation)
- Sound system
- Secure storage nearby the Start Zone
- Security and crowd control on site during flights
- Tables, chairs and shelter for day work

Weather conditions limits :

- Wind under 18 miles/h
- No Rain

We can wait and reschedule a drone show at another time on the same night if needed
In the event of a total cancellation of the operation because of adverse weather conditions the client will be liable for 30% of total sums due or the show can be postponed to later date (according to Dronisos availability)

Not included :

The customer is in charge of crowd control on site, event authorizations (other than civil aviation) and sound system

recovered complete

control

100%

2023

For Office Use Only: Day/Date: _____

Time: _____

Entertainer: _____

Location: _____

VAGABOND PRODUCTIONS, Inc. dba

THE SANTA COMPANY

1913 Americus Minor Drive- Winter Garden, FL

407-226-9088

greg@thesantacompany.com

www.thesantacompany.com

Contract/Agreement

Attention: City of Orlando Downtown Development Board
Chelsey Parrish /Special Event Coordinator-
400 South Orange Avenue, Orlando, FL 32801

Company or Family: City of Orlando, FL

Phone: [407.246.3708](tel:407.246.3708)

Email: Chelsey.Parrish@DowntownOrlando.com

Re: Santa Claus and The Grinch Appearances

Invoice #: 120123coo

EI #: 85-3265864

The undersigned Artist(s) and client agreed to the following terms for the engagement herein described below:

Artists/ Act(s):	Santa Claus and The Grinch Appearances
Location of Event:	400 South Orange Avenue, Orlando, FL 32801
Dates/Times:	Dates: December 1, 2, 3, 8, 9, 10, 15, 16, 17, 22, 23, 2023 Time: 5:30PM-9:30PM / Except 12.01.23: 5:00PM-9:00PM
On Site Contact w/Cell #:	Chelsey/ 407.819.4528
Vagabond Rep:	Greg Thompson/ Cell: 407-226-9088
Total Due:	\$16,500
Deposit:	\$8250.00 (Non-refundable) Due upon receipt.
Balance:	\$8250 due by 12.31.2023
Special Instructions:	Client MUST provide acceptable, air-conditioned dressing area/break area. NOT to be a public restroom. Please provide two parking spots. Client to provide bottled water. Santa and Grinch are to be allowed appropriate breaks. Initial: _____ Check should be made payable to: Vagabond Productions

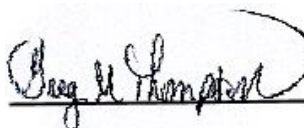
It is understood that the Artist(s) executes this agreement as an independent contractor and not as an employee. As an independent contractor, Artist(s) assumes all responsibility for withholding tax, social security, state tax, public liability, and workman's compensation insurance. Client is responsible for paying 100% of contract if client cancels less than 7 days prior to the event. Client must contact GREG M THOMPSON during the event should overtime become necessary. Client must sign and return this agreement back to The Santa Company (aka Vagabond Productions) within **48 hours** upon receipt for current rates to apply. The performance of the Agreement by either party is subject to "Force Majeure" defined as acts of God, war, acts of terrorism, government regulations, disaster, strikes, labor disputes, (except those involving the employees, personnel, or agents of the party seeking the protection of this clause), civil disorder, curtailment of transportation facilities, or any other emergency or cause that is beyond the reasonable control of the affected party making it illegal, impractical, or inadvisable to provide the services, hold the Program, or otherwise fulfill the obligations of the Agreement. In the event of a Force Majeure event, the Agreement may be terminated by written notice from one party to the other without cancellation fees or other penalties and the return of any prepaid deposits. Client holds Vagabond Productions harmless of Covid 19 issues.

X _____

Rep.

X _____

Date



Greg M Thompson-Vagabond Productions

5.18.23

Date

EVENT SERVICE AGREEMENT

Name/Contact: City of Orlando Downtown Development Board / Chelsey Parrish
Date/Time: Varies (See Below)
of Guests: TBD

AGREEMENT

This agreement, made this 9th Day of May, the year of 2023 between City of Orlando Downtown Development Board, hereinafter referred to as "Client" and 4595 Parkbreeze Court Orlando, Florida 32808, hereinafter referred as "BGI", witnesseth:

EVENT LOCATION, ADDRESS & PHONE NUMBER

Lake Eola Park
512 Eola Pkwy, Orlando, FL 32801
407.819.4528
Chelsey Parrish / Chelsey.Parrish@DowntownOrlando.com

SNOW SERVICES

Activation Dates: December 1,2,3,8,9,10,15,16,17,22, and 23, 2023

Times: 15 minutes of Snow on: 6:15pm, 7:15pm, 8:15pm and 9:15pm (Fri/Sat Nights)

11	Day Rental of Evaporative Snow Machine	\$300.00	\$3300.00
11	Day Rental of Evaporative Snow Machine	\$300.00	\$3300.00
11	Day Rental of Evaporative Snow Machine	\$300.00	\$3300.00
11	Day Rental of Evaporative Snow Machine	\$300.00	\$3300.00
48	Bottles of Snow Fluid	\$50.00	\$2400.00
16	Rigging: Pipe, Base and Sand Bags	\$35.00	\$560.00
8	Gaff/Cable Bundle Pkg	\$30.00	\$240.00
11	Operational Labor/Delivery	\$450.00	\$4950.00
1	Discount	-5340.00	-\$5340.00
	SUBTOTAL-Snow Services		\$16010.00

TALENT SERVICES

Activation Dates: December 1,2,3,8,9,10,15,16,17,22, and 23, 2023

Times: 5:30pm-9:30pm

11	Interactive DJ, Holiday Music Library, PA System & Mixer, Mics, Labor, Delivery 12/2, 12/9, 12/16, 12/23	\$1000.00	\$11000.00
4	Holiday Themed Balloon Artist (Ground)	\$700.00	\$2800.00
4	Glitter Tattoo Artist w/ Holiday Stencils 12/2, 12/9, 12/16, 12/23	\$700.00	\$2800.00
3	Holiday Themed Face Painter	\$600.00	\$1800.00
	SUBTOTAL-Talent Services		\$18400.00

INSURANCE RIDER

1	Custom COI with TBA listed as additional insured: 1,000,000.00 per occurrence, 2,000,000 (General Aggregate)	\$150.00	\$150.00
	SUBTOTAL		\$150.00

GRAND TOTAL

\$34,560.00

TERMS & DEPOSIT

Performance of this Agreement shall be excused for reasons of labor disputes, strikes or picketing, accidents, weather, government (federal, state or local) requisitions, restrictions upon travel, transportation, power failure or other causes, whether enumerated herein or not, which are beyond the control of the Producer.

- Advance Deposit \$17280.00 or PO# to hold/secure date
- Final Payment \$17280.00 no later than December 26, 2023

PAYMENT

Make check payable to Birchmore Group, Inc. in US funds only. Payment must be in full before the completion of the event. Client can use paypal for method of payment by using your directors email address to make payment. A \$50.00 fee will be charged for all returned checks.

CONFIRMATION

The advance deposit is required to secure and guarantee use of the program. The entire amount of that deposit along with any advanced deposits will be credited toward the final bill at the completion of the event.

CANCELLATION

Due to the unique seasonal nature and high demand of our services, the following cancellation policy will be in effect if written notification is received by certified mail...

*60-45 days prior to event - 50% of advance deposit returned

*No refund will apply if notification is made within 45 days of the event.

INSURANCE

We will provide a comprehensive commercial general liability policy in the amount of 1,000,000.00 per occurrence, 2,000,000 (General Aggregate). Should you require a custom certificate with your company name, the cost is an additional \$150.00 to the contract amount.

HOLD HARMLESS

Up to a maximum aggregate amount under this Agreement of One Hundred Thousand Dollars (\$100,000), each party hereby agrees to indemnify, save and hold harmless the other party, and their agents, subcontractors and employee(s) from all liabilities, charges, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims, suits, damages or losses however occurring arising out of the indemnifying party's negligence or intentional misconduct; provided, however, that neither party shall be liable to indemnify the other party for the other party's own negligence or intentional misconduct.

SPECIAL PROVISIONS

EVAPORATIVE SNOW

- Evaporative Snow Machines are not weatherproof, they cannot get wet;
- Each Evaporative Snow Machine Requires 10amps of power for operation;
- Client fully understands they will be billed for evaporative snow machines; regardless of insufficient power supply as outlined by agreement.

OTHER

- Due to the nature of the listed services and transport, this event is to be paid 100% rain or shine; even if your program run cancels;
- The services outlined in this agreement cannot be cancelled due to Covid-19 issues. Both parties understand we are in a pandemic and enter this agreement knowing the risks associated with Covid-19. A Covid related event can be rescheduled on a mutually agreed upon date if cancelled within 36 hours. Due to expenses, we can only offer a maximum of two reschedule dates within 60 days of contracted date.

TALENT

- Performers will require one (2 or 3) reserved parking spots depending on performance dates in close proximity to the venue;
- DJ will require 2-10 Amp Circuits for their equipment;
- Glitter Tattoo Artist / Face Painter will require a 10amp circuit to plug in lighting, unless in an illuminated area
- Performers will require a break area with water station or bottled water
- Performers may take breaks as needed not to exceed 15 minutes;
- Client will provide direction to talent desired interaction with guests;
- Due to the seasonal and high demand nature of the listed services and transport, this event is to be paid 100% rain or shine; even if your program run cancels;

The undersigned acknowledges that s/he, they has/have read and understand(s) this event contract. Please sign and return one copy via fax to **877-423-7752**, or [email](#).

Signatures: _____

Date: _____

Frank Billingsley, Procurement Officer for
City of Orlando Downtown Development Board
400 South Orange Avenue Orlando, FL 32801

By:

Sergio B. Watts

Date: 5/9/23

Birchmore Group, Inc.
3071 N Orange Blossom Trail, Suite S
Orlando FL 32804
FIN #: 59-3523946

Contract:OR89288



Rental Contract

In accordance with the terms and conditions herein expressed and subject to acceptance of this lease by the lessee in the State of Florida, such acceptance to be evidenced by the signature of the lessee duly affixed hereto, the parties agree as follows:

1. The consideration for this agreement shall be payable as follows; 50% deposit on signing contract, then balance due upon delivery. Balance must be paid by cash, check, or credit card. Credit cards will be kept on file until all rental property is returned. 25% cancellation fee will be retained if cancelled after deposit has been made. 100% of deposit/payment will be forfeited if cancelled 72 hours or less prior to event. Any past due balance/fees beyond agreed upon terms may be subject to an interest charge of 18% per annum. All NSF checks returned will be charged a minimum service fee of \$30.00 which is in addition to, and not in lieu of, all other remedies allowed by Florida law.
2. If any additions or deletions are made to this order, the contract will still be binding. Decreasing items will not be permitted 24 hours prior to event. Every effort will be made to accommodate additions to orders made 24 hours or less prior to event; however, changes are not guaranteed with short notice.
3. Lessee will be liable for any loss to the rental property while it is in the possession of the Lessee from the first day of rental up to and including the last day of equipment removal.
4. Lessor will not be liable for any delay in the erection of said property in case of storm or excessive winds which might destroy said property. Lessor has the right to dismantle said property if threatened by weather or anything that might destroy said property. In such event, Lessor shall be responsible for re-erecting any dismantled property upon the conclusion of the event giving rise to dismantling.
5. Lessee will immediately discontinue use of the rental property should it at any time following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the lessee will immediately notify lessor that the rental property is unsafe or in disrepair and until such time as lessor has regained possession the lessee agrees to take reasonable steps to prevent injuries to people and property from use of the rental property.
6. Up to a maximum aggregate amount under this contract of One Hundred Thousand Dollars (\$100,000), each party hereby agrees to indemnify, save and hold harmless the other party, and their agents, subcontractors and employee(s) from all liabilities, charges, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims, suits, damages or losses however occurring arising out of the indemnifying party's negligence or intentional misconduct; provided, however, that neither party shall be liable to indemnify the other party for the other party's own negligence or intentional misconduct.

7. Prior to commencing and at all times during the performance of any work under this contract, lessor (and any of its subcontractors performing work on lessee's property) shall maintain the following insurance policies to cover claims, liability and damages arising from its activities on lessee's and City of Orlando property: (i) Worker's Compensation and Employer's Liability Insurance at the statutory amount; (ii) Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence; and (iii) Comprehensive Automobile Liability Insurance with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). The lessee shall be added as an additional insured to the CGL and such policies shall be considered primary. The aggregate limitation set forth in Section 6 for indemnification claims against lessor shall not apply to claims against lessor covered by the insurance policies required to be carried by lessor (and any of its subcontractors performing work on lessee's property) in this Section 7 up to the required coverage amounts.

8. The parties understand and agree that time is of the essence in the performance of this Contract. The lessor or lessee, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the lessor's or lessee's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the lessor's or lessee's contractual obligations, respectively.

9. Except as may be the result of lessor's negligence, in the event the aforesaid rental property is blown down or damaged in any way manner whatsoever due to storm, tornado, high winds, or other disturbances of nature, the rental payment required by this rental agreement shall nevertheless remain due and payable and the cost of re-erection shall be borne by Lessee.

10. If Government permits are required for the erection of tents or other personal property, lessor and lessee shall cooperate and work together to prepare and apply for the permit. All costs and expenses of the permit shall be borne by the lessee.

11. Lessor shall be responsible for the delivery, installation, dismantlement, and removal of the rental property. Lessee shall provide sufficient unobstructed clean space suitable for the delivery, installation, dismantlement and removal of the leased property together with adequate vehicle access thereto and shall designate the site for each tent, canopy, marquee, platform, tables, chairs, etc. prior to lessor's employee's arrival for installation. The lessor shall be paid waiting time at the rate of \$45.00 per person for each hour and fraction thereof the lessor's employees are delayed in the performance of their work because of the failure of lessee to comply with the provisions of this paragraph.

12. If because of ledge, rock, shale, or other sub-surface conditions special anchors are required for guying the tents, canopies and marquees, the lessee shall pay the additional labor and equipment costs incurred by the lessor to stake and guy the same. Lessee shall mark the locations of underground facilities in and around the installation site which could in any way be affected by the delivery, installation, dismantlement or removal of this agreement or removal of the leased property.

13. Lessor shall endeavor to minimize damage to lessee's lawn, plantings and premises generally. Except for damage caused by the negligence of lessor and its agents and subcontractors, lessee assumes the risk and releases lessor from any and all damage to the premises occasioned by the performance of this agreement.

14. Lessee shall not permit cooking in, under or immediately adjacent to any tent, canopy, marquee

which lessor has not designated under "special conditions" as available for cooking use.

15. All leased chairs, tables, platforms and public address systems shall be protected from the elements and must be returned to the lessor in the same condition as delivered, reasonable wear and tear excepted. Lessee shall pay the replacement charges for each item which is not made available for pick up by the lessor or returned, if setup and breakdown was not part of rental. This amount will be charged to the credit card on file.

16. Except for lighting and other rental property installed and affixed by Lessor as part of this agreement, the lessee will not allow or cause to be allowed, anyone in any way or manner, to attach or affix anything to the rental property while in lessee's possession, including but not limited to lighting, banners or decorations without the prior written consent of a Nelson's Tents & Events, Inc., which consent may be withheld at the sole discretion of Nelson's Tents & Events, Inc.

17. Linen, skirting rentals and table linens must be dry and free of food waste. On extreme soiling the deposit must be retained until linen or skirting is sent to the laundry. If there are no problems in cleaning, the deposit will be mailed back to the lessee or credited to the credit card on file. If stains cannot be removed or there are burns or other obvious damages, the charges will be our cost of the linen or skirt. This is handled as a purchase and the item damaged is yours. No refund on unused linens.

18. Subject to the prior written approval of lessee, lessor reserves the right to sub-contract from others any or all listed in this contract.

19. Lessee shall be responsible for bringing electrical power and connecting same to leased structure furnished by lessor. Connections for any electrical appliance furnished by the lessor will be accessible only inside the structure.

20. The Damage Waiver releases lessee of all liability and depredations of said rental property except in the case of intentional damage by lessee or for lost or stolen equipment.

21. This agreement is made under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this agreement shall be had in the Courts of Orange County, Florida.

Authorizations number displayed on the shipping label. Nelsons Tents and Events, Inc. reserves the right to refuse returned items that are soiled, wet, abused or damaged in shipping. Merchandise must be returned new, unused condition. Cancellations and Changes: Orders may not be cancelled or changed without receipt of a written cancellation or change request. Once in production, cancellation of custom products will result in loss of deposit.

This contract applies to all locations Nelsons Tents and Events are providing a tent for.

Date: 5/9/23

Nelson's Tents & Events, Inc.

Signature: [Signature]

Name & Title: Heather Davis Sales

Date: _____

Customer Signature: _____

Name & Title: _____



1153 Ocoee Apopka Rd
Apopka, FL 32703

407-814-7370 Phone

Status: Quote

Quote #: q250

Quote To: Mon 11/27/2023 9:00AM

Operator: Heather Davis

Customer #: 1918

Downtown Development Board of the City of (

Phone 407-819-4528

400 S Orange Ave
4th Floor
ORLANDO, FL 32801

Job Descr: December Event

Salesman: Heather Davis

Delivery Mon 11/27/2023

Chelsey Parrish 407-819-4528
International Bridge
512 Eola Parkway
ORLANDO, FL 32801

Pickup Wed 12/27/2023

Chelsey Parrish 407-819-4528
International Bridge
512 Eola Parkway
ORLANDO, FL 32801

Qty	Key	Items	Each	Status	Each	Disc Amt	Price
2	10X160X8CALIWHT	10' X 160' X 8' Cali Frame Tent: White	\$1,467.00	Rental	\$1,467.00		\$2,934.00
2	10X160WETPKG	10X160 Weight Package	\$220.00	Rental	\$220.00		\$440.00
30	DIV10CAB	Tent Divider - 10' w/cable For 2 - 10x160 To make 16 - 10x10 booths	\$175.00	Rental	\$175.00		\$5,250.00
680	MKTLITE	Market Lighting	\$1.70	Rental	\$1.70		\$1,156.00
360	SIDEWALSOLID	Solid Side Wall For 2 - 10x160 - 2 - 10' sides and 1 - 160' side per tent	\$3.50	Rental	\$3.50		\$1,260.00
Delivery/Misc							
1	DELORL	Orlando Delivery Fee	\$150.00	Retail	\$150.00		\$150.00
1	PRMCORL	City of Orlando Permit Fee	\$250.00	Retail	\$250.00		\$250.00
1	FUELSUR	Fuel Surcharge	\$100.00	Retail	\$100.00		\$100.00

Rental Retail	\$11,040.00
Damage Waiver:	\$496.80
Sales:	\$500.00
Subtotal:	\$12,036.80
Orange County:	\$782.39
Total:	\$12,819.19
Paid:	\$0.00
Amount Due:	\$12,819.19