

Office of Facilities Design & Construction
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A NON-EXCLUSIVE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD, AND SOUTH FLORIDA STADIUM LLC (“SFS”), A FLORIDA LIMITED LIABILITY COMPANY, DOING BUSINESS AS HARD ROCK STADIUM: 1) FOR USE BY SFS OF THE PARKING FACILITIES AT NORWOOD ELEMENTARY SCHOOL, LOCATED AT 19810 N.W. 14 COURT, MIAMI GARDENS, FLORIDA, FOR PARKING DURING DOLPHIN FOOTBALL GAMES AND LIMITED STADIUM EVENTS; AND 2) FOR USE BY SFS OF THE PARKING FACILITIES AT NORWOOD ELEMENTARY SCHOOL, LOCATED AT 19810 N.W. 14 COURT, BRENTWOOD ELEMENTARY SCHOOL, LOCATED AT 3101 N.W. 91 STREET, NORLAND MIDDLE SCHOOL, LOCATED AT 1235 N.W. 192 TERRACE, CAROL CITY MIDDLE SCHOOL, LOCATED AT 3737 N.W. 188 STREET, AND BARBARA HAWKINS ELEMENTARY SCHOOL, LOCATED AT 19010 N.W. 37 AVENUE, ALL WITHIN THE CITY OF MIAMI GARDENS, FLORIDA, FOR PARKING DURING FORMULA 1 MIAMI GRAND PRIX RACING EVENTS

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Background

South Florida Stadium, LLC (“SFS”), a Florida limited liability company, d/b/a Hard Rock Stadium (“Stadium”), operates a number of off-site parking facilities to service the overflow parking needs of the Stadium during Miami Dolphin football games and other limited events held at the Stadium, including the Formula 1 Crypto.com Miami Grand Prix (“F1MGP”). SFS has utilized parking facilities at Norwood Elementary School, located at 19810 N.W. 14 Court, Miami Gardens, for the last several years to address this overflow parking need. In addition, with the initiation of the F1MGP event in the City of Miami Gardens (“City”) last year, which is anticipated to continue in the coming years, SFS has advised of an ongoing need to secure use of parking facilities in the immediate vicinity of the Stadium, and has approached the Board with a request to utilize parking facilities at several District Schools located within the City, during days and times that will not conflict with the School’s educational operations.

SFS is seeking to use parking facilities at the following schools:

Norwood Elementary School (“Norwood”), located at 19810 N.W. 14 Court, Miami Gardens, Florida, with a parking capacity of 500 cars; Brentwood Elementary School (“Brentwood”), located at 3101 N.W. 191 Street, Miami Gardens, Florida, with a parking capacity of 400 cars; Norland Middle School (“Norland”), located at 1235 N.W. 192 Terrace, Miami Gardens, Florida, with a parking capacity of 800 cars; Carol City Middle School (“Carol City”), located at 3737 N.W. 188 Street, Miami Gardens, Florida, and Barbara Hawkins Elementary School (“Hawkins”), located at 19010 N.W. 37 Avenue, Miami Gardens, Florida, with a combined parking capacity on the shared Carol City/Hawkins campus of 1,300 cars (a total of 3,000 parking spaces for all five sites). The parking facilities at Norwood will be used by SFS for parking during the Dolphin football season and limited events held at the Stadium (estimated at 13 – 15 events per year). The parking at Norwood, Brentwood, Norland, Carol City, and Hawkins will be used by SFS for parking during F1MGP events (estimated at two consecutive days per event per year).

Additional Background Information

SFS utilized the parking facilities at Norwood during the Dolphins 2022 football season, while negotiations on a potential parking agreement were ongoing. As such, the first year of the proposed parking agreement for Dolphin games and limited Stadium events shall commence retroactively on September 7, 2022. The proposed commencement date for use of the parking facilities for F1MGP functions shall commence concurrent with the start of the 2023 F1MGP event, May 5, 2023. The proposed parking agreement is structured to establish the rental rate for the first year of the use at Norland for Dolphin football events at \$1,500 per use. If the parking agreement for Dolphin football game use is extended, as set forth below, the rental rate for the second year shall be \$3,000 per event use, and \$5,000 per event use for the third year. Given the material dynamics related to the F1MGP events, including significantly increased parking rates, and the proposed use of several District facilities encompassing 3,000 parking spaces, the rental rate for 2023 has been established at \$120,000 for the two-day usage. If the parking agreement for F1MGP use is extended, as set forth below, the rental rate for the second and third year’s usage will be as mutually agreed to, but in no event will be less than in the previous year. In the event the Parties are unable to mutually agree to a new rental rate, the Superintendent, in his sole authority, shall establish same.

Given the significant economic benefit this initiative is expected to bring to the District, and the resultant ability to provide funding to impacted schools and address other District initiatives, it is staff’s recommendation that 10% of the funds received for use of the parking facilities at Norwood for Dolphin football game events be retained by the School to address critical School needs, 60% go to District-wide athletic programs and services and the remaining 30% go to District-wide needs as determined by the Superintendent.

As concerns the funds received for F1MGP events, it is staff’s further recommendation that proceeds be disbursed as follows: the five schools providing parking facilities (Norwood, Brentwood, Norland, Carol City, and Hawkins) share equally 20% of the funds received to address educational and recreational needs at their schools, 50% of the funds received go to District-wide athletic programs and services, and the remaining 30% go to District-wide needs as determined by the Superintendent.

To assist SFS with meeting its critical parking requirements, staff is recommending that the Board authorize the Superintendent to finalize negotiations and execute a non-exclusive lease agreement with SFS, under terms and conditions acceptable to the District, upon a determination by the Board that such an agreement would be in the best interest of the Board.

Proposed Non-Exclusive Lease Agreement

The Chief Operating Officer, School Operations, recommends entering into a non-exclusive lease agreement (“Lease Agreement”) with SFS for this purpose. Accordingly, it is recommended that the Board authorize the Superintendent to finalize negotiations and execute a Lease Agreement with SFS, under, substantially, the following terms and conditions:

- SFS shall have non-exclusive use of the parking facilities at Norwood, Brentwood, Norland, Carol City, and Hawkins (as set forth above), for the specific and limited purpose of providing parking facilities to its guests and employees during SFS events and functions being held at the Stadium, in conformance with and limited to a use schedule agreed to in advance by the District, and for no other purpose;
- in order to address usage of the parking facilities by SFS at Norwood during the 2022 Dolphin football season, the Lease Agreement shall have an initial lease term commencing as of March 12, 2022 and terminating January 8, 2023. Rent shall be due and payable to the District, in arrears, at \$1,500 for each individual use made by SFS during this period;
- use of the Norwood, Brentwood, Norland, Carol City, and Hawkins parking facilities for F1MGP purposes shall be strictly limited to 2023 F1MGP events, and shall commence no sooner than May 5, 2023 at 5:00 p.m. local time, and shall terminate no later than May 7, 2023 at midnight local time;
- the term of the Lease Agreement may be extended for two (2) extension periods, at the request of SFS, and subject to review and approval by the Superintendent, in his sole authority. The proposed extensions for use of Norwood parking facilities for Dolphin football events will cover the 2023 and 2024 Dolphin football seasons. The proposed extensions for use of parking facilities at Norwood, Brentwood, Norland, Carol City, and Hawkins for F1MGP purposes will cover the 2024 and 2025 F1MGP events. In each instance, SFS shall provide a proposed schedule of use, which the District may approve or deny in its sole authority;
- as set forth above, rent for use of Norwood during the 2022 Dolphin football season has been established at \$1,500 per event usage, and will be paid in arrears. Should the Superintendent authorize an extension of the term, rent for year two will be \$3,000 per event usage, and rent for year three will be \$5,000 per event usage;

- as set forth above, rent for use of Norwood, Brentwood, Norland, Carol City, and Hawkins during the 2023 F1MGP event has been established at \$120,000. Should the Superintendent authorize an extension of the term, rent for year two and for year three will be as mutually agreed, but in no event less than the preceding year. In the event the Parties are unable to mutually agree on a new rental rate, the Superintendent, in his sole authority, shall establish same;
- in the event SFS seeks use of the Norwood parking facilities in addition to the dates set forth in the previously approved schedule, such use shall be at the sole discretion of the Superintendent. In addition, should SFS seek to use the parking facilities beyond the end-date established in the Norwood approved use schedule, such use shall be limited strictly to accommodate post-season activities at the Stadium due to an extended football schedule, and will be made available for such use, provided there is no conflict with previously scheduled District and/or Norwood use of the parking facilities. The rent to be paid to the Board for each such use shall be as agreed to by the Parties due to the nature of the event being served, but shall in all instances be a minimum of the then current rental rate;
- SFS shall reimburse the District for any and all costs borne by the District related to SFS's parking operations at the Schools, including without limitation, overtime cost for District personnel; vandalism; removal by District staff of garbage, trash or debris from the Schools; removal of unauthorized vehicles; removal of portable toilets; use of the District's supplies and/or consumable materials; and repair or replacement of District equipment or facilities;
- SFS shall have the right to cancel the Lease Agreement in the event of default by the Board, which default is not cured within the applicable timeframes, and in the event of damage or destruction of the parking facilities. In addition, SFS shall have the right to cancel the Lease Agreement at any time, without cause or penalty, by providing the Board with thirty (30) days advance written notice;
- the Board shall have the right to cancel the Lease Agreement in the event of default by SFS, which default is not cured within the applicable timeframes, and in the event of damage or destruction of the parking facilities. In addition, the Board shall have the right to cancel the Lease Agreement, without cause or penalty, at any time during the Lease Term by providing SFS with ninety (90) days advance written notice. In the event such cancellation will impact a previously scheduled Stadium event, SFS may seek an extension of the cancellation period, at the sole option of the Superintendent;
- SFS shall accept the School's playfields in their "as-is", "where-is" condition and basis with all faults as of the commencement date of the Lease Agreement, and the Board shall not provide any capital improvements or complete any repairs

within the parking facilities or elsewhere on the Board-owned land as a provision of the Lease Agreement;

- SFS shall be responsible for complying with any and all applicable County and City of Miami Gardens Parking Ordinances, including payment of any and all required permits and fees, and shall comply with all applicable provisions of the Parking Ordinances, including, without limitation, submitting all required documentation;
- as a material inducement to the Board to enter into the Lease Agreement, SFS acknowledges and agrees that SFS's use of the parking facilities shall not in any way disrupt or interfere with the School's use of the parking facilities for its daily operations, or other special School or District events or functions;
- as a condition of entering into the Lease Agreement, SFS acknowledges and agrees that it shall work through the District's Police Department to secure the services of one or more off-duty District Police Officers, at SFS's sole cost and expense, to be stationed at each individual School site at all times during SFS's use of the parking facilities. In addition, SFS shall provide proper supervision of the leased area using trained and qualified personnel, and keep it safe and secure at all times during each daily period SFS has use of the parking facilities. SFS shall assign a representative to coordinate on a regular and ongoing basis with the School Administrator, and shall provide the School Administrator with telephone, text and/or email information in order to allow the School Administrator to contact the SFS representative at all times during SFS's period of use;
- SFS acknowledges and agrees that the School Board, at its sole option, may require SFS to increase, augment or modify the supervision and security provisions, including those dealing with quantity and placement of off-duty District Police Officers, vehicle parking, and pedestrian ingress/egress to the playfield, and failure to meet these requirements shall be deemed a material breach of the Lease Agreement, and may result in the termination of the Lease Agreement by the Board, at the Board's sole option;
- Maintenance and cleaning of the School resulting from SFS'S use of the parking facilities, including removal of portable toilets, damage to turf and/or irrigation systems, and litter pick-up and removal, shall be performed by SFS prior to the School's next use of the impacted area;
- SFS shall provide the Board with proof of insurance evidencing insurance coverage and limits meeting the District's minimum requirements;
- SFS shall be responsible for collection and payment of any taxes, fees or other assessments, including but not limited to sales tax, ad valorem tax, all licenses,

permits, surcharges, or other taxes which may be imposed on the playfield or other Board-owned property, as a result of the leasing, use and occupancy of the parking facilities by SFS;

- for purposes of the Lease Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals required under the Lease Agreement dealing with SFS's schedule of use or hours of operation, temporary or permanent reduction in SFS's available parking spaces, temporary reduction or closure of the parking facilities, or any other operational issues; and
- in addition to the above, the Superintendent of Schools shall also be the party designated by the Board to execute amendments to the Lease Agreement within the authority granted to the Superintendent by the Board in the Lease Agreement, and to grant or deny any approvals required by the Lease Agreement, including without limitation, renewing, extending, cancelling or terminating use by SFS of the parking facilities at Norwood for the 2023 and 2024 Dolphin football seasons, and renewing, extending, cancelling or terminating use by SFS of the parking facilities at Norwood, Brentwood, Norland, Carol City, and Hawkins for the 2024 and 2025 F1MPG racing events, including establishing rental rates for those events, and authorizing a Temporary Continuation of any Extension Period, and placing SFS in default.

The proposed Lease Agreement has been reviewed by the Office of the General Counsel and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the Lease Agreement in its final form is attached hereto as Exhibit "A".

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, upon its determination that entering into the agreement described herein is in the best interest of the Board, authorize the Superintendent to finalize negotiations and:

- 1) execute a Non-Exclusive Lease Agreement between the School Board, and South Florida Stadium LLC ("SFS"), a Florida limited liability company, doing business as Hard Rock Stadium: 1) for use by SFS of the parking facilities at Norwood Elementary School, located at 19810 N.W. 14 Court, Miami Gardens, Florida, for parking during Dolphin football games and limited stadium events; and 2) for use by SFS of the parking facilities at Norwood Elementary School, located at 19810 N.W. 14 Court, Brentwood Elementary School, located at 3101 N.W. 91 Street, Norland Middle School, located at 1235 N.W. 192 Terrace, Carol City Middle School, located at 3737 N.W. 188 Street, and Barbara

Hawkins Elementary School, located at 19010 N.W. 37 Avenue, all within the City of Miami Gardens, Florida, for parking during Formula 1 Miami Grand Prix racing events ("F1MGP"), substantially in conformance with the terms and conditions set forth in the agenda item;

2) grant or deny any and all approvals required under the Non-Exclusive Lease Agreement dealing with SFS's schedule of use or hours of operation, temporary or permanent reduction in SFS's available parking spaces, temporary reduction or closure of the parking facilities, as well as routine operational issues; and

3) execute amendments to the Non-Exclusive Lease Agreement within the authority granted him by the School Board in the Non-Exclusive Lease Agreement, and to grant or deny any approvals required under the Non-Exclusive Lease Agreement, including without limitation, renewing, extending, cancelling or terminating use by SFS of the parking facilities at Norwood Elementary School for the 2023 and 2024 Dolphin football seasons, and renewing, extending, cancelling or terminating use by SFS of the parking facilities at Norwood Elementary School, Brentwood Elementary School, Norland Middle School, Carol City Middle School, and Barbara Hawkins Elementary School for the 2024 and 2025 F1MGP racing events, including establishing rental rates for those events, authorizing a Temporary Continuation of any Extension Period, and placing SFS in default.

And;

That The School Board of Miami-Dade County, Florida, direct that 1) 10% of the funds received for use of the parking facilities at Norwood Elementary School for Dolphin football games and limited stadium events are to be retained by Norwood Elementary School to address critical School needs, 60% of the funds are to go to District-wide athletic programs and services, and the remaining 30% of the funds are to go to District-wide needs as determined by the Superintendent; and 2) as concerns the funds received for F1MGP events, the proceeds are to be disbursed as follows: the five schools providing parking facilities (Norwood, Brentwood, Norland, Carol City, and Hawkins) are to share equally 20% of the funds received to address educational and recreational needs at their schools, 50% of the funds received are to go to District-wide athletic programs and services, and the remaining 30% of the funds are to go to District-wide needs as determined by the Superintendent.

MAL

NON-EXCLUSIVE LEASE AGREEMENT

THIS NON-EXCLUSIVE LEASE AGREEMENT (“**Agreement**”), is made and entered as of _____, 2023, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (the “**BOARD**” or “**School Board**”), and **SOUTH FLORIDA STADIUM LLC (d/b/a Hard Rock Stadium) (“SFS”)**, a Florida limited liability company. The BOARD and SFS are sometimes referred to in this Agreement individually as “**Party**” and collectively as the “**Parties**”.

WITNESSETH

WHEREAS, the BOARD owns and has under its jurisdiction certain real property known as Norwood Elementary School (“**Norwood**”), located at 19810 N.W. 14 Court, Miami Gardens, Florida, more particularly described as Folio #34-2102-017-0010, with a parking capacity of 500 cars; Brentwood Elementary School (“**Brentwood**”), located at 3101 N.W. 191 Street, Miami Gardens, Florida, more particularly described as Folio #34-2104-001-0040, with a parking capacity of 400 cars; Norland Middle School (“**Norland**”), located at 1235 N.W. 192 Terrace, Miami Gardens, Florida, more particularly described as Folio #34-2102-000-0031, with a parking capacity of 800 cars; Carol City Middle School (“**Carol City**”), located at 3737 N.W. 188 Street, Miami Gardens, Florida, more particularly described as a portion of Folio #34-2105-001-0160; and Barbara Hawkins Elementary School (“**Hawkins**”), located at 19010 N.W. 37 Avenue, Miami Gardens, Florida, more particularly described as a portion of Folio #34-2105-001-0160, with a combined parking capacity on the shared Carol City/Hawkins campus of 1,300 cars (each, individually, “**School**” and collectively, as the context requires, “**Schools**”); and

WHEREAS, SFS operates a number of off-site parking facilities to service the overflow parking needs of Hard Rock Stadium (“**Stadium**”) during Miami Dolphins football games and other events held at the Stadium, including but not limited to the Formula 1 Crypto.com Miami Grand Prix (“**F1MGP**”); and

WHEREAS, SFS has utilized parking facilities at the Schools for the last several years to address this overflow parking need; and

WHEREAS, SFS has advised of a continuing need to secure use of parking facilities in the immediate vicinity of the Stadium; and

WHEREAS, SFS has approached the BOARD with a request to utilize parking facilities at the Schools during days and times that will not conflict with the School’s educational operations; and

WHEREAS, the BOARD covenants that it holds the necessary legal right, title and interest in the School property, to convey good and marketable leasehold title to SFS; and

WHEREAS, the BOARD and SFS are desirous of entering into this Agreement to provide for the non-exclusive use by SFS of the BOARD-owned parking facilities at the Schools under terms and conditions outlined in this Agreement; and

WHEREAS, SFS has formulated a plan for conducting its parking operations at the Schools, which SFS represents to be a plan in accordance with all local, County, State, School Board, Federal and/or Centers for Disease Control (“**CDC**”) guidelines and requirements related to the COVID-19 pandemic, as such CDC guidelines may be amended from time to time (“**Opening Plan**”); and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized this Agreement in accordance with Board Action No. _____, at its meeting of _____, 2023; and

WHEREAS, SFS has authorized all signatories to this Agreement, at a meeting duly noticed, held on _____, 20____, in accordance with its By-Laws and regulations and at which meeting a quorum was present, to execute this Agreement on its behalf, and a duly executed Resolution, properly executed by an authorized representative of SFS attesting to same, is attached hereto as **Exhibit “A”**.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and SFS agree as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

DEMISED PREMISES

Effective with the Commencement Date of this Agreement (as defined in Article III below), SFS shall have non-exclusive use of the designated BOARD-owned parking facilities at the Schools, as more particularly described in **Exhibit “B-1”, Exhibit “B-2”, Exhibit “B-3” and Exhibit “B-4”**, collectively referred to herein as **Exhibit “B”**, attached hereto and made a part hereof, under the terms and conditions set forth herein (collectively, the “**Demised Premises**”). Except as expressly set forth hereunder, the BOARD will not authorize any third parties to use the Demised Premises for

parking during the SFS events identified hereunder. SFS acknowledges and agrees that: (1) Norwood's paved parking lot, and small unpaved playfield area on the north-west portion of the Norwood campus, adjacent to the School's PE Shelter, are not included as a portion of the Demised Premises, and are not available for use by SFS under this Agreement; (2) [restrictions at Brentwood to be determined prior to execution]; (3) Norland's basketball courts/hardcourts, are not included as a portion of the Demised Premises, and are not available for use by SFS under this Agreement; and (4) the basketball courts and paved parking lot on the combined Carol City/Hawkins campus, are not included as a portion of the Demised Premises, and are not available for use by SFS under this Agreement. Additionally, SFS must make all arrangements to direct on-site traffic flow and usage, given the existing fence running through the campus.

Given the nature of SFS's parking operations and potential impact to operations at the Schools, as well as improvements located on each School campus, SFS acknowledges and agrees that each School Administrator, at his/her sole authority, may limit or designate area(s) of the School playfield, paved parking lot(s) or other areas of the School campus that are available for use by SFS for parking purposes. SFS may not access or use any other BOARD-owned lands or facilities, other than as set forth herein.

The Parties acknowledge and agree that, at the request of either Party or their authorized designees, in compliance with the provisions of Article XXVII, use of the Demised Premises may be eliminated in whole or in part from this Agreement. The Parties agree that any change to the Demised Premises shall be accomplished through an amendment to this Agreement, in conformance with the provisions of Article XXI. Subsequent to such an amendment, Exhibit "B" shall be modified accordingly, and such amended Exhibit "B" shall thenceforth be attached hereto and made a part hereof, and remain in effect until such time as it may be further amended.

III.

INITIAL TERM; PROPOSED SCHEDULE OF USE

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the "**Effective Date**"). The initial term of this Agreement shall be as follows:

A. USE OF NORWOOD PARKING FACILITIES FOR THE 2022 DOLPHINS FOOTBALL SEASON AND LIMITED STADIUM EVENTS

For purposes of this Agreement, the Parties acknowledge and agree that use of the Norwood parking facilities commenced as of March 12, 2022 (the "**Norwood**

Commencement Date”), and terminated as of January 8, 2023 at midnight (“**Norwood Initial Lease Term**”). The schedule of use by SFS of the Norwood parking facilities during the Norwood Initial Lease Term (“**Norwood Initial Schedule of Use**”) is as set forth in **Exhibit “C-1”**, which shall be attached hereto and made a part hereof after review and concurrence by the BOARD, and before execution of this Agreement by the BOARD. The Parties further acknowledge and agree that the rent to be paid to the BOARD for each use during the Norwood Initial Lease Term shall be \$1,500 per event, as further set forth in Article IV.

Possible extensions of this Agreement for use by SFS of the parking facilities at Norwood for the 2023 and 2024 Dolphins Football Seasons is as set forth in Article XIV.

B. USE OF THE NORWOOD, BRENTWOOD, NORLAND, CAROL CITY AND HAWKINS PARKING FACILITIES FOR THE 2023 F1MPG EVENT

Use of the Norwood, Brentwood, Norland, Carol City and Hawkins parking facilities shall be strictly limited to 2023 F1MPG events, and shall commence no sooner than May 5, 2023 at 5:00 p.m. local time (the “**F1MPG 2023 Commencement Date**”), and shall terminate no later than May 7, 2023 at midnight local time (“**F1MPG Initial Lease Term**”). The Parties acknowledge and agree that the schedule of use by SFS of the parking facilities at the above referenced Schools during the F1MPG Initial Lease Term (“**F1MPG Initial Schedule of Use**”) is as set forth in **Exhibit “D-1”**, which shall be attached hereto and made a part hereof after review and concurrence by the BOARD, and before execution of this Agreement by the BOARD. The Parties further acknowledge and agree that the rent to be paid to the BOARD during the F1MPG Initial Lease Term shall be Twenty Dollars (\$20.00) per parking space per day at each individual School location, as set forth in Article IV.

Possible extensions of this Agreement for use by SFS of the parking facilities at the Schools for the 2024 and 2025 Formula 1 Crypto.com Miami Grand Prix events is as set forth in Article XIV.

IV.

RENT; PARKING SURCHARGE AND FEES

A. RENT FOR USE OF NORWOOD PARKING FACILITIES FOR THE 2022 DOLPHINS

FOOTBALL SEASON AND LIMITED STADIUM EVENTS

The rental rate during the Norwood Initial Lease Term shall be computed at Fifteen Hundred Dollars (\$1,500.00) for each individual use made by SFS of the Norwood parking facilities, as set forth in Exhibit “C-1” (rent collected for use of parking facilities at Norwood for Dolphins football events, as well as rent collected for use of parking facilities at the Schools for FIMPG events, are hereinafter collectively referred to as “Rent”). SFS covenants and agrees that Rent for use of the Norwood parking facilities for the 2022 Dolphins football season shall be due and payable in arrears, covering the period of March 12, 2022 through and including the January 8, 2023, and SFS shall provide payment of Rent to the BOARD, at \$1,500 for each individual use made by SFS of the Norwood parking facilities for this period, with said payment to be made in one (1) combined total amount within fifteen (15) days of the Effective Date, without further demand.

In the event this Agreement is extended for use of the Norwood parking facilities for Dolphins football events for subsequent years, as set forth in Article XIV, Rent shall be paid by SFS at the then newly established rate, and in conformance with the then updated Schedule of Use, in advance and without demand, on the first day of each month preceding any scheduled use or uses of the Norwood parking facilities, which payment shall include the cumulative Rent due for use to be made by SFS of the Norwood parking facilities during that monthly period.

B. RENT FOR USE OF THE NORWOOD, BRENTWOOD, NORLAND, CAROL CITY AND HAWKINS PARKING FACILITIES FOR THE 2023 FIMPG EVENT

The rental rate during the F1MPG Initial Lease Term shall be computed at Twenty Dollars (\$20.00) per parking space per day at each of the School locations, as set forth in Exhibit D-1. The combined available parking facilities at the Schools total Three Thousand (3,000) spaces. The F1MPG Initial Lease Term encompasses two (2) days. The total of parking spaces to be made available to SFS over the two day event totals Six Thousand (6,000) parking spaces. As such, the Rent due and payable from SFS for this event totals One Hundred Twenty Thousand Dollars (\$120,000).

Rent for the F1MPG Initial Lease Term (beginning no sooner than May 5, 2023 at 5:00 p.m. local time, and terminating no later than May 7, 2023 at midnight local time),

shall be remitted to Miami-Dade County Public School (the “**District**”), as set forth below, no later than fifteen (15) days after the end of the F1MPG Initial Lease Term.

In the event this Agreement is extended for use of the parking facilities at the Schools for future Formula 1 events, as set forth in Article XIV, Rent shall be paid by SFS at the then newly established rate, and in conformance with the then updated Schedule of Use, within fifteen (15) calendar days following the end of each Formula 1 event, without demand.

All payments of Rent shall be made payable to “The School Board of Miami-Dade County, Florida”, and shall be remitted, without demand, to the following location:

**Miami-Dade County Public Schools
Design and Planning Department
Attention: Design and Planning Officer
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132**

If SFS fails to pay Rent or any other amounts due on or before the due date, SFS shall be required to pay a late fee to the BOARD at an Annual Percentage Rate of Prime Rate, as published in the Wall Street Journal or other similar publication in the week where the default takes place, plus two percent (2%), in addition to the past due amount. Failure of SFS to make timely payments of Rent and/or pay any other amounts due shall constitute a default whereby the BOARD may terminate this Agreement without penalty, subject, in each instance, to the notice and cure period requirements set forth in Article XVI below.

C. **PARKING SURCHARGE, FEES AND PARKING ORDINANCES**. SFS shall be responsible for complying with any and all applicable Miami-Dade County (“**County**”), and/or City of Miami Gardens Parking Ordinances, including payment of any and all required permits and fees (“collectively, the **Parking Ordinances**”), and shall comply with all applicable provisions of the Parking Ordinances, including, without limitation, submitting all required documentation. SFS’s failure to pay for any fees and permits, and comply with the Parking Ordinances, shall cause SFS to be in default, and the BOARD may terminate this Agreement without penalty, subject, in each instance, to the notice and cure period requirements set forth in Article XVI below.

V.

USE OF DEMISED PREMISES; COMPLIANCE WITH EMERGENCY ORDERS

A. **USE OF DEMISED PREMISES**. In conformance with the provisions of Article XXX of this Agreement, SFS shall have non-exclusive use of the Demised Premises for the specific and limited purpose of providing parking facilities to its guests and employees, and as a ride/share

location, during SFS events and functions being held at the Stadium, in conformance with and limited to the schedules set forth in Exhibit “C-1” and Exhibit “D-1”, as such schedules may be modified by the Parties from time to time as set forth herein, and for no other purpose. SFS acknowledges and agrees that it will not permit any portion of the Demised Premises or School campus’ to be used for tailgating, cooking or preparing foods, or for congregating. SFS shall, at its sole cost, manage and supervise the Demised Premises at all times during its period of use, as further set forth in Article V. SFS acknowledges and agrees that the BOARD, in its sole authority, retains the right at all times to require SFS to discontinue its use of the Demised Premises, in whole or in part, at such time as the BOARD determines that such use is incompatible with School Board operations or BOARD Policies, subject, in each instance, to the notice and cure period requirements set forth in Article XVI below.

SFS covenants and agrees to accept the Demised Premises in its “as-is”, “where-is” condition and basis with all faults as of the Effective Date of this Agreement, subject to all easements, covenants or other encumbrances of record, and the BOARD makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Demised Premises for SFS’s operations or any specific use. SFS, by executing this Agreement, acknowledges that the BOARD has made no representations whatsoever regarding the Demised Premises, including with respect to its environmental condition, except for the representation made by the BOARD under Article XXXIV below. SFS represents that it is relying and will continue to rely solely on SFS’s own investigations in its decision to lease the Demised Premises, and SFS further acknowledges and agrees that the BOARD shall not indemnify SFS in any way with respect to the Demised Premises. The provisions of this paragraph shall survive the expiration, or early termination or cancellation of this Agreement.

SFS shall reimburse the District for any and all costs borne by the District related to SFS’s parking operations at the Demised Premises, including without limitation, overtime cost for District personnel, vandalism, removal by District staff of garbage, trash or debris from the Demised Premises, removal of unauthorized vehicles, removal of portable toilets, use of the District’s supplies and/or consumable materials, and repair or replacement of District equipment or facilities.

SFS shall assign a representative to coordinate on a regular and ongoing basis with the School Administrator at each School location, and shall provide the School Administrator with

telephone, text and/or email information in order to allow the School Administrator to contact the SFS representative at all times during SFS's Period of Use (as set forth below). SFS acknowledges and agrees that use of the Demised Premises shall be strictly limited to self-parking and the schedule set forth in Exhibit "C-1" and Exhibit "D-1", as such Exhibits may be modified from time to time. SFS further acknowledges and agrees that SFS's use of the Demised Premises shall be limited to evenings, weekends and District holidays at times when the Schools are not otherwise in session. The maximum hours available to SFS for the use and operation of the Demised Premises ("**SFS's Period of Use**") shall be:

Monday-Thursday	5:00 p.m. through 5:00 a.m.
Weekends	5:00 p.m. Friday through 5:00 a.m. Monday
District Holidays	5:00 p.m. of previous day (if a school day) through 5:00 a.m. of the following day

SFS acknowledges and agrees that SFS's Period of Use may be further limited by the City of Miami Gardens, County or other jurisdictional entities, and it is SFS's sole responsibility to determine the requirements, limitations and restrictions imposed by the City of Miami Gardens, County or other jurisdictional entities.

SFS shall vacate the Demised Premises in conformance with the above schedule, including removal of all vehicles owned or operated by SFS's employees, guests, invitees and patrons. SFS shall remove said vehicles from the Demised Premises, at SFS's sole cost and expense, using all lawful means, and may post signs on the Demised Premises to facilitate same in full compliance with municipal signage ordinances, if applicable, after securing approval from the BOARD'S designee as to size and placement. SFS may contract directly with a towing company for removal of unauthorized vehicles from the Demised Premises. In such event, SFS shall provide a copy of such contract to the BOARD, and agrees to indemnify and hold harmless the BOARD, its employees and representatives, from any and all liability, damages and claims relating to such towing or towing contract. Similarly, SFS shall cause the towing company to indemnify and hold harmless the BOARD, its employees and representatives, from any and all liability, damages and claims relating to such towing or towing contract, and documentation attesting to same shall be provided to the BOARD.

Any vehicles remaining on the Demised Premises after 5:00 a.m. on a school day may be removed by the BOARD at SFS's expense, which SFS agrees to pay upon demand by the BOARD.

Notwithstanding any other provisions of this Agreement: 1) SFS acknowledges and agrees

that SFS's use of the Demised Premises may be suspended for a limited period, in whole or in part, in the event the BOARD, at its sole option, requires use of the Demised Premises during SFS's Period of Use, to address emergency situations, maintenance operations, construction activities or other functions that conflict with SFS's operations or that impact the ability of SFS to safely occupy the Demised Premises. In such an event, other than in the event of an emergency, the BOARD, through its authorized designee, shall provide a minimum of seventy-two (72) hours advance written notice to SFS, advising of the temporary closure of all or portions of the Demised Premises, as well as the effective date of such closure; 2) As a material inducement to the BOARD to enter into this Agreement, SFS further acknowledges and agrees that SFS's use of the Demised Premises shall not in any way disrupt or interfere with the School's use of the Demised Premises for its daily operations, or other special School or District events or functions. The BOARD shall, through its authorized designee and/or the School Administrator, on a regular and ongoing basis, provide a written list of scheduled events and functions requiring use of some or all of the Demised Premises during SFS's Period of Use; and 3) Employees, and visitors, invitees and guests of the BOARD who are parked within the Demised Premises at the time SFS's Period of Use begins may continue to do so, uninterrupted, and without charge.

The use of the Demised Premises for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. The sale or consumption of alcoholic beverages on the Demised Premises by SFS's employees, guests, invitees and patrons is expressly prohibited. SFS shall not commit nor permit any violations of applicable laws, rules and regulations of the BOARD, including School Board Policies, City of Miami Gardens, Miami-Dade County, State, or Federal government upon the Demised Premises or any portion thereof.

SFS agrees that the Demised Premises shall not be used for the long-term parking of vehicles, and further agrees that at no time will the Demised Premises be used to store or dispense fuel.

B. **COMPLIANCE WITH EMERGENCY ORDERS.** Notwithstanding any other provisions of the Agreement, SFS acknowledges and agrees that SFS shall comply with Miami-Dade County Emergency Orders, as each Order may be subsequently modified, extended or amended, as well as any other local, County, State, School Board or Federal Orders and CDC guidelines currently in place or that may be implemented, from time to time, related to a pandemic crisis ("**Emergency Orders**") at all times in SFS's use of the Demised Premises. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure

compliance, requirements for Personal Protective Equipment, sanitizing protocols, closure of facilities or restrictions on maximum capacity, inspections, licensing, permitting, etc., by all applicable jurisdictional entities. At the request of the BOARD or its designee, SFS shall provide to the BOARD sufficient documentation acceptable to the BOARD certifying compliance, at SFS's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the BOARD relating thereto ("**Certificate of Compliance**"). It is understood and agreed that, by virtue of accepting possession of the Demised Premises or continuing use and occupancy of same and/or providing the Certificate of Compliance, SFS certifies to the School Board full compliance therewith, and further represents and certifies to the School Board that it shall continue to be in full compliance, at SFS's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the School Board relating thereto, until such time as SFS notifies the BOARD otherwise in compliance with the provisions of Article XXVII of this Agreement. Agreement to enforce these procedures and mitigating measures by SFS, in accordance with the Opening Plan, is a condition precedent to SFS's occupancy and continued use of the Demised Premises under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the BOARD, without penalty, at the BOARD'S sole option, as set forth in Article XVI of the Agreement.

In the event of a dispute of more than 48 hours between BOARD and SFS as to closure of the Demised Premises, the decision of the Superintendent of Schools shall be deemed final and be followed by immediate implementation of mitigating measures in accordance with the then current guidelines.

VI.

SUPERVISION AND SAFETY

As a condition of entering into this Agreement, SFS acknowledges and agrees that it shall work through the District's Police Department to secure the services of one or more off-duty District Police Officers (with the quantity of Police Officers as established by the BOARD or designee), at SFS's sole cost and expense, to be stationed at each individual School site then in use beginning with SFS's daily period of occupancy and use, and ending when the School site(s) is/are vacated and secured at the end of SFS's daily period of use. In addition to securing the

service of one or more off-duty District Police Officers and complying with any and all Emergency Orders, as set forth above, SFS shall provide proper supervision of the Demised Premises using trained and qualified personnel, and keep the Demised Premises safe and secure at all times during each daily period SFS has use of the Demised Premises. The Demised Premises shall be attended at all times during each daily period SFS has use of the Demised Premises, at SFS's sole cost and expense, by such personnel as are required to comply with the terms of this Agreement, and to maintain the Demised Premises safe and secure. In addition, SFS shall secure and lock all entrance and/or interior gates of the Demised Premises at the end of each daily period SFS uses the Demised Premises. If at any time during SFS's Period of Use, SFS closes the Demised Premises, SFS may not discontinue on-site supervision of the Demised Premises if vehicles are parked within the Demised Premises. SFS shall not permit loitering or assembly by any persons within the Demised Premises, and shall comply with all applicable laws, including without limitation, applicable School Board Policies.

SFS acknowledges and agrees that the School Board, at its sole option, may require SFS to increase, augment or modify the supervision and security provisions, including those dealing with quantity and placement of security personnel including off-duty District Police Officers, means and methods of vehicle parking, and pedestrian ingress/egress to the Demised Premises, and failure to meet these requirements shall be deemed a material breach of the Agreement, and may result in the termination of the Agreement by the School Board, at the School Board's sole option, as set forth in Article XVI.

SFS further acknowledges and agrees that the School Administrator at each School site shall have complete authority over any School operational issues, including without limitation, security and safety measures impacting School buildings, grounds and parking facilities, and SFS shall comply with all such requirements and coordinate with the School Administrator(s) on an ongoing basis.

SFS shall promptly notify the BOARD or its designee of any and all notices or communications received by SFS from any jurisdictional entity related to any incidents that occurred on or near the Demised Premises during each daily period SFS has use of the Demised Premises, in relation to any health and safety issues or law enforcement incidents. Thereafter, SFS shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with the BOARD in implementing any policies or procedures by SFS required to mitigate any further incidents in this regard.

The provisions of this Article V and the representations made by SFS shall constitute a material inducement for the BOARD to enter into this Agreement.

VII.

MAINTENANCE SERVICES

The BOARD shall be responsible for all routine site maintenance within the Demised Premises in conformance with the District's routine standards and frequency of service. The District shall not provide any maintenance functions within the Demised Premises in addition to same. Maintenance, repair and cleaning of the Demised Premises resulting from SFS's use of the Demised Premises, including, but not limited to, removal of portable toilets or damage resulting from their use; maintenance of driving surfaces, walking surfaces, fencing, turf, landscaping and/or irrigation systems; and litter/garbage/debris pick-up and removal, shall be performed by SFS, at SFS's sole cost, prior to the BOARD'S next use of the impacted area. Any costs borne by the BOARD to mitigate SFS's maintenance responsibilities shall be reimbursed by SFS to the BOARD within fifteen (15) days of receipt of an invoice for same from the BOARD.

SFS agrees to restore within thirty (30) days of notice by BOARD, at SFS's sole cost and expense, any damage to the Demised Premises or any other areas used by SFS, its agents, contractors or invitees (including but not limited to fencing and gates, walking surfaces, driving surfaces, turf and landscaping, lighting, irrigation systems, areas used for ingress/egress, and repair of facilities damaged due to vandalism or graffiti), reasonably demonstrated to have occurred during SFS's daily use of the Demised Premises or caused as a result of SFS's use of the parking facilities, to the same condition as they were prior to the Commencement Date. If SFS fails to complete the repair work within the prescribed time frame, then the BOARD, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at SFS's sole cost and expense. SFS covenants and agrees that it shall reimburse the BOARD for the actual out-of-pocket costs (with no mark-up or administrative costs) of this work within fifteen (15) days of receipt from the BOARD of an invoice for same, accompanied by such documentation as may be reasonably required by SFS to substantiate the nature and completeness of the work. In the alternative, the BOARD may instead place SFS in default under this Agreement.

Notwithstanding the above or any other provision of this Agreement, while operating under any Emergency Order or School Board Policy relating thereto, SFS shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, at SFS's sole cost and expense. Enforcement of these procedures is a condition precedent to SFS's continued use and occupancy of the Demised Premises under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing

procedures and requirements shall be deemed a material breach of this Agreement, and may result in the cancelation of this Agreement, at the School Board's sole option, as set forth in Article XVI. Occupancy of the Demised Premises by SFS while operating under any Emergency Order or School Board Policy relating thereto shall be deemed a representation to the BOARD, on which BOARD will rely, that SFS is in full compliance with all Emergency Orders, and will continue to be in full compliance with all applicable Emergency Orders.

Notwithstanding the above, the BOARD reserves the right to promulgate and enforce reasonable rules and regulations regarding responsibility for maintenance of the Demised Premises.

VIII.

INSURANCE

SFS shall, on or before the Commencement Date of this Agreement, and all times during the term of this Agreement, including any extensions thereof, provide the BOARD with proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of SFS, in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, and (3) Workers' Compensation Insurance for all employees of SFS as required by Florida Statutes: Part One: Statutory; Part Two: \$1,000,000 Each Accident, \$1,000,000 Disease – Policy Limit, \$1,000,000 Disease – Each Employee. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance.

Proof of coverage by SFS shall be provided to the BOARD on an original certificate(s) of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate(s) of insurance shall be delivered to the BOARD on or before the Effective Date of this Agreement, and shall remain in full force and effect during the term of this Agreement, including any extensions thereof, and SFS shall furnish the BOARD evidence of renewals of such insurance policy(ies) no less than thirty (30) days prior to the expiration of the then current policy.

IX.

UTILITIES

The BOARD shall be responsible only for establishing and paying for those utilities serving

the Demised Premises as a part of the BOARD'S routine operations. The District shall not provide any utility services to SFS within the Demised Premises in addition to same. Additional utility expense associated with SFS's operations, if any, shall be established and paid directly by SFS.

X.

INDEMNIFICATION AND HOLD HARMLESS

SFS does hereby agree to indemnify and hold harmless the BOARD for the performance or non-performance, in whole or in part, by any act, omission, default or negligence of SFS or its employees, agents or contractors. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party. Notwithstanding the above or any other provision of this Agreement, SFS agrees that, while operating under any Emergency Order or School Board Policy relating thereto, SFS shall indemnify and hold harmless and defend the School Board, its employees, agents and representatives, from any and all liability, damages, expenses, including attorney's fees and court costs through all appeals, claims and lawsuits to the extent caused by SFS'S negligent implementation of the Opening Plan.

The BOARD does hereby agree to indemnify and hold harmless SFS from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of \$300,000. However, nothing herein shall be deemed to indemnify SFS from any liability or claim arising out of the negligent performance or failure of performance of SFS or as a result of the negligence of any unrelated third party.

In addition, SFS agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to performance under this Agreement, and to cause each and every of SFS's Contractors (as hereinafter defined) to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to any construction costs and expenses for improvements made by SFS's Contractors.

The provisions of this Article shall survive the expiration or early termination or cancellation

of this Agreement.

XI.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever. The Parties hereby waive all rights of subrogation under any policy or policies they may carry on property placed or moved on the Demised Premises.

XII.

LIABILITY FOR DAMAGE OR INJURY

Subject to the limitations included within Section 768.28, Florida Statutes, the BOARD shall not be liable for any damage or injury which may be sustained by SFS, its patrons, employees, guests, invitees or any persons on or about the Demised Premises, other than damage or injury resulting from the negligent performance or failure of performance on the part of the BOARD, its agents, representatives or employees, or failure of the BOARD to perform its covenants under this Agreement. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

Notwithstanding the above or any other provision of this Agreement, SFS agrees that, while operating under any Emergency Order or School Board Policy relating thereto, SFS shall provide proof of Insurance with coverages acceptable to the School Board's Office of Risk Management.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

XIII.

ASSIGNMENT AND SUBLETTING

SFS shall not, at any time during the term of this Agreement, sublet, in whole or in part, assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, including any extensions or renewals. SFS shall not allow any other individual or entity to operate or manage the Demised Premises, or permit the Demised Premises to be occupied by other persons, firms, corporations, or governmental units.

Any assignment, sublet or otherwise, shall constitute a default under this Agreement, and may result, at the BOARD'S sole option, in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XIV.

EXTENSION OF TERM

The term of this Agreement may be extended, as follows:

A. **2023 Dolphins Football Season and 2024 Dolphins Football Season**

Subsequent to the end of the Norwood Initial Lease Term, SFS may seek up to two (2) extension periods, under the terms and conditions set forth in this Article XIV, provided SFS is not in default of the terms of this Agreement, and provides a written request seeking such an extension to the BOARD no later than June 1, 2023 for the first extension period ("**Norwood First Extension Period**"), and no later than June 1, 2024 for the second extension period ("**Norwood Second Extension Period**"), for review and approval by the Superintendent of Schools ("**Superintendent**"), in his sole authority. Concurrent with any request to extend the term, SFS shall provide a proposed schedule of use of the Norwood parking facilities for that specific extension period for review and concurrence by the Superintendent, in his sole authority. The proposed schedule of use for the Norwood First Extension Period shall be for the use of parking facilities at the School for the 2023 football season and limited stadium events. The proposed schedule of use for the Norwood Second Extension Period shall be for the use of parking facilities at the School for the 2024 football season and limited stadium events.

In the event the request to extend the term for the Norwood First Extension Period and the associated proposed schedule of use is approved by the Superintendent, the Parties agree that the extension shall be accomplished through an amendment to this Agreement in conformance with the provisions of Article XXI. In that event, Exhibit "C-1" to the Agreement shall be deleted and **Exhibit "C-2"**, setting forth the approved schedule, shall replace same and be made a part hereof. In the event the request to extend the term for the Norwood Second Extension Period and the associated proposed schedule of use is approved by the Superintendent, the Parties agree that the extension shall be accomplished through an amendment to this Agreement in conformance with the provisions of Article XXI. In that event, Exhibit "C-2" to the Agreement shall be deleted and

Exhibit "C-3", setting forth the approved schedule, shall replace same and be made a part hereof.

In addition to the above, and as a condition to any proposed extension of term, the Parties acknowledge and agree that Rent, as set forth in Article IV, shall increase for each of the two (2) extension periods. Effective with the commencement of the Norwood First Extension Period, the Rent shall be computed at Three Thousand Dollars (\$3,000.00) for each individual use by SFS of the parking facilities at the School as set forth in Exhibit "C-2". Rent shall be paid by SFS, in advance, on the first day of each month preceding any scheduled use or uses of the Norwood parking facilities at \$3,000 for each use. As further detailed below, in the event use is made of the Demised Premises during the Norwood First Extension Period in excess of the previously approved schedule of monthly event(s), as set forth in Exhibit "C-2", SFS shall make such additional payment within fifteen (15) days of such additional use, at a rental amount as agreed to by the Parties due to the nature of the event being served, but shall in all instances be a minimum of \$3,000 for each such use.

Effective with the commencement of the Norwood Second Extension Period, the Rent shall be computed at Five Thousand Dollars (\$5,000.00) for each individual use by SFS of the parking facilities at the School as set forth in Exhibit "C-3". Rent shall be paid by SFS, in advance, on the first day of each month preceding any scheduled use or uses of the parking facilities at \$5,000 for each use. As further detailed below, in the event use is made of the Demised Premises during the Norwood Second Extension Period in excess of the previously approved schedule of monthly event(s), as set forth in Exhibit "C-3", SFS shall make such additional payment within fifteen (15) days of such additional use, at a rental amount as agreed to by the Parties due to the nature of the event being served, but shall in all instances be a minimum of \$5,000 for each such use.

Other than as set forth below, in the event SFS seeks use of the Norwood parking facilities in addition to the dates set forth in the previously approved Exhibit "C-2" or Exhibit "C-3", such use shall be at the sole discretion of the Superintendent. Extended use by SFS beyond the end-date established in the Norwood First Extension Period or the Norwood Second Extension Period, shall be limited strictly to accommodate post-season activities at the Stadium due to an extended football schedule ("**Temporary Continuation of Extension Period**"). In the event of such a need, SFS is to provide a written request to the Superintendent, in compliance with Article XXVII, requesting a Temporary Continuation of Extension Period a minimum of fifteen (15) days in advance of the proposed extended period of use, which use will be approved provided such use does not conflict with previously scheduled District and/or Norwood use of the parking facilities. The Rent to be paid to the BOARD for each use during the Temporary Continuation of Extension Period shall be as

agreed to by the Parties due to the nature of the event being served, but shall in all instances be a minimum of the established Rent for that Extension Period per event.

In all other respects, the terms and conditions of this Agreement shall remain in full force and effect during the Norwood First Extension Period and the Norwood Second Extension Period.

B. NORWOOD, BRENTWOOD, NORLAND, CAROL CITY AND HAWKINS PARKING FACILITIES FOR THE 2024 F1MPG EVENT AND 2025 F1MPG EVENT

Subsequent to the end of the F1MPG Initial Lease Term, SFS may seek up to two (2) extension periods, under the terms and conditions set forth in this Article XIV, provided SFS is not in default of the terms of this Agreement, and provides a written request seeking such an extension to the BOARD no later than February 1, 2024 for the first extension period (“**F1MPG First Extension Period**”), and no later than February 1, 2025 for the second extension period (“**F1MPG Second Extension Period**”), for review and consideration by the Superintendent, in his sole authority. Concurrent with any request to extend the term, SFS shall provide a proposed schedule of use of the subject parking facilities for that specific extension period for review and concurrence by the Superintendent, in his sole authority. The proposed schedule of use for the F1MPG First Extension Period shall be for the use of parking facilities at the Schools for the 2024 F1MPG event, and for no other purpose. The proposed schedule of use for the F1MPG Second Extension Period shall be for the use of parking facilities at the Schools for the 2025 F1MPG event, and for no other purpose.

In the event the request to extend the term for the F1MPG First Extension Period and the associated proposed schedule of use is approved by the Superintendent, the Parties agree that the extension shall be accomplished through an amendment to this Agreement in conformance with the provisions of Article XXI. In that event, Exhibit “D-1” to the Agreement shall be deleted and **Exhibit “D-2”**, setting forth the approved schedule, shall replace same and be made a part hereof. In the event the request to extend the term for the F1MPG Second Extension Period and the associated proposed schedule of use is approved by the Superintendent, the Parties agree that the extension shall be accomplished through an amendment to this Agreement in conformance with the provisions of Article XXI. In that event, Exhibit “D-2” to the Agreement shall be deleted and **Exhibit “D-3”**, setting forth the approved schedule, shall replace same and be made a part hereof.

In addition to the above, and as a condition precedent to any proposed extension of term, the Parties acknowledge and agree that Rent, as set forth in Article IV, shall increase for each of the two (2) extension periods, and shall be established at an amount in excess of the then current rental rate. The rental rate for each extension period shall be negotiated by the Parties in an attempt to establish a mutually agreed to Rent amount. In the event the Parties are unable to mutually agree on a new rental rate, the Superintendent, in his sole authority, shall establish same. The newly established Rent amount shall be included in each of the required amendments to this Agreement.

In all other respects, the terms and conditions of this Agreement shall remain in full force and effect during the F1MPG First Extension Period and the F1MPG Second Extension Period.

XV.

CANCELLATION

In addition to the provisions of Articles XVI and XXVIII, SFS shall have the right to cancel this Agreement at any time, without penalty, by giving the BOARD written notice at least thirty (30) days prior to the effective date of said cancellation.

In addition to the provisions of Articles XVI and XXVIII, the BOARD shall have the right to cancel this Agreement at any time, without penalty, by giving SFS written notice at least ninety (90) days prior to the effective date of said cancellation. In the event such cancellation will impact a previously scheduled Stadium event, SFS may seek an extension of the cancellation period, at the sole option of the Superintendent. In the event of such cancellation, Rent shall be paid up to the date of cancellation, and SFS shall surrender and vacate the Demised Premises in compliance with Article XX of this Agreement.

XVI.

DEFAULT

The BOARD shall notify SFS in writing regarding SFS's failure to perform or to comply with the terms and condition of this Agreement. Except as otherwise expressly set forth herein, if SFS fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of SFS's curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the BOARD shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to SFS.

SFS shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide SFS with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, SFS shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

Notwithstanding the above, the Parties acknowledge and agree that any material breach of this Agreement by SFS beyond the Cure Period (defined below) may result in the cancellation of this Agreement, irrespective of any other provisions of Article XVI of this Agreement. The School Board shall provide SFS with written notice of a material breach of this Agreement, specifying the facts that form the basis of the material breach. SFS shall have three (3) business days from the date it receives the written notice to cure the material breach ("**Cure Period**"). The following shall constitute a material breach on the part of SFS: (1) other than discontinuing on-site activities to protect the health and wellbeing of clients and staff during a health emergency, failure to operate SFS's programs and services on the Demised Premises during the period set forth in Exhibit "C-1" (as such Exhibit may be amended) for more than sixty (60) consecutive days, and/or failure to operate SFS's programs and services on the Demised Premises during the period set forth in Exhibit "D-1" (as such Exhibit may be amended), (2) failure to comply with the Jessica Lunsford Act, (3) failure to comply with Article XIX of this Agreement regarding infrastructure improvements and regulatory compliance, (4) failure to pay taxes or special assessments as outlined in Article XIX of this Agreement, (5) in the event the tax-exempt status of the Demised Premises is rescinded or is at risk of being rescinded, as outlined in Articles XIX and XXXVI(H) of this Agreement, (6) assignment or sublet of the Demised Premises, (7) failure to pay Rent or any other expenses to BOARD as provided for in Article IV of this Agreement, (8) use of the Demised Premises for any reason not provided for in Article V of this Agreement, including tailgating, cooking or preparing foods, or congregating, (9) failure to comply with any and all Emergency Orders, as set forth in Article V of this Agreement, (10) failure to meet Supervision and Security requirements, as outlined in Article VII of this Agreement, and (11) failure to comply with any and all applicable Miami-Dade County, and/or City of Miami Gardens Parking Ordinances, including payment of any and all required permits and fees, as set forth in Article IV of this Agreement.

XVII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peaceably have, hold and enjoy the Demised Premises, without hindrance or interference by the other Party.

XVIII.

RIGHT OF ENTRY

The BOARD, or any of its agents, representatives or employees, shall have the right to enter upon the Demised Premises at any time to examine the same. Said right of entry shall likewise include the right to remove placards, signs, fixtures, alterations or additions which do not conform to the policies established by the BOARD.

XIX.

TAXES AND REGULATORY COMPLIANCE

SFS shall be responsible for collection and payment of any taxes, fees or other assessments, including but not limited to sales tax, ad valorem tax, all licenses, permits, surcharges, or other taxes which may be imposed on the Demised Premises or other BOARD-owned property, as a result of the leasing, use and occupancy of the Demised Premises by SFS. If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to SFS's lease, use or occupancy of the Demised Premises, SFS acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at SFS's sole cost and expense.

Non-compliance with the provisions of this Article XIX shall be deemed a material breach of this Agreement.

XX.

SURRENDER OF PREMISES

SFS agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, related to any one or more of the Schools, to promptly and peacefully surrender and deliver possession of the Demised Premises to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. SFS shall be required to promptly remove all of SFS's personal property and other items belonging to SFS from the Demised Premises, including, without limitation, any temporary or permanent signage or

access control devices installed by SFS. SFS shall promptly return all keys and other items to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the Demised Premises. Any of SFS's personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXI.

AMENDMENTS

In addition to the requirements set forth elsewhere in this Agreement, the BOARD and SFS, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Agreement duly approved by the School Board in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S. Such amendments shall be effective only when signed by the BOARD and SFS, and shall be incorporated as part of this Agreement.

XXII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the Demised Premises. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the Demised Premises by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIII.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXIV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida, and the venue for any disputes shall be Miami-Dade County, Florida.

XXV.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVI.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or SFS. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing in the future any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVII.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other (“**Notice**”) shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail, to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Attention: Chief Facilities Design and Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RaulPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
Office of the General Counsel
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: General Counsel
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and acraft@dadeschools.net

In the case of notice or communication to SFS:

South Florida Stadium LLC
347 Don Shula Drive
Miami Gardens, FL 33056
Attn: President and CEO

With a copy to:

General Counsel
E-mail: legalnotices@dolphins.com

With a copy to:

Todd Boyan
Senior Vice President – Operations
347 Don Shula Drive
Miami Gardens, FL 33056
TBoyan@dolphins.com

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any and all approvals required by this Agreement dealing with SFS's schedule of use or hours of operation, temporary or permanent reduction in SFS's available parking spaces, temporary reduction or closure of the Demised Premises, or any other operational issues.

D. In addition to the above, the Superintendent of Schools shall also be the party designated by the BOARD to execute amendments to this Agreement within the authority granted to the Superintendent by the BOARD in this Agreement, and to grant or deny any approvals required by this Agreement, including without limitation, renewing, extending, cancelling or terminating use by SFS of the parking facilities at Norwood Elementary School for the 2023 and 2024 Dolphins football seasons, and renewing, extending, cancelling or terminating use by SFS of the parking facilities at Norwood Elementary School, Brentwood Elementary School, Norland Middle School, Carol City Middle School and Barbara Hawkins Elementary School for the 2024 and 2025 F1MPG events, including establishing rental rates for those events, and authorizing a Temporary Continuation of any Extension Period (as both are set forth in Article XIV), and placing SFS in default, as provided herein.

E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. “Day” as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the BOARD and Counsel for SFS may deliver Notice on behalf of the BOARD and SFS, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXVIII.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by SFS, in the event the Demised Premises should be destroyed or so damaged by fire, windstorm or other casualty, in whole or in part, to the extent the Demised Premises are rendered untenable or unfit for the purposes intended, SFS may cancel this Agreement, in whole or in part, with thirty (30) days advance written notice to the BOARD. If SFS fails to cancel this Agreement within said 30-day period, the BOARD may, at the BOARD'S sole option, either cancel this Agreement, in whole or in part, by giving written notice to SFS, or repair or replace the damaged/destroyed facilities, at the BOARD'S expense. If the BOARD opts to repair or replace the damaged/destroyed facilities, then the BOARD shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure

and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs, coordination with FEMA, and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then SFS may, at its sole option, place the BOARD in default. Rent shall be reduced during any such period, in proportion to the parking spaces then available for use by SFS.

The Parties acknowledge and agree that the BOARD'S obligations under this Article do not include responsibility for maintenance, repair or replacement of any permanent or temporary improvements installed, constructed or operated by SFS within the Demised Premises. SFS shall, at all times and at its sole cost and expense, retain responsibility for the replacement, maintenance and repair of said improvements in the event of a casualty.

Any damage or destruction sustained to all or portions of the Demised Premises as a result of SFS's actions, or failure to act, shall be repaired by SFS, at SFS's sole cost and expense. In that event, SFS shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the BOARD may, at its sole option, place SFS in default. The BOARD and SFS agree that in the event of cancellation of the Agreement due to damage or destruction, SFS shall surrender the Demised Premises to the BOARD in compliance with Article XX of the Agreement.

XXIX.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment,

regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the Demised Premises, or arising from SFS's use or occupancy of the Demised Premises, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Demised Premises. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the Demised Premises (unless caused solely by the BOARD), or that arises at any time from SFS's use or occupancy of the Demised Premises.

SFS shall not cause or permit to occur: (a) any violation of any Environmental Law in the Demised Premises or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Demised Premises, or the transportation to or from the Demised Premises of any Hazardous Substance.

SFS shall, at SFS's expense, comply with all applicable Environmental Laws with respect to the Demised Premises. SFS shall, at SFS's own expense, make all submissions to, provide all information required by, and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the Demised Premises during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by SFS with respect to the Demised Premises, then SFS shall, at SFS's own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. SFS shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the Demised Premises, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding SFS's use, generation, storage, transportation or disposal of Hazardous Substances in or at the Demised Premises.

SFS shall indemnify the BOARD against any Hazardous Substances Discharge demonstrated to have been caused by SFS. The obligations and liability of SFS under this paragraph shall survive the expiration, cancellation or termination of this Agreement.

XXX.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

SFS shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, School Board Policies, Federal, State and

Local Governments, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, COVID-19 restrictions or any restrictions and/or measures relating to a pandemic as may be defined by federal, state, local and/or School Board Policy, as all may be further amended from time to time and to the extent required by applicable law, whichever is more restrictive. SFS shall be responsible for determining and securing, at its sole cost and expense, any and all Federal, State, County, Municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for SFS's operations at the Demised Premises, prior to the Commencement Date of this Agreement. Any fines or citations levied upon SFS or BOARD by a federal, state or local jurisdictional entity due to the use and operation of parking facilities by SFS, shall be the responsibility of SFS to expeditiously resolve, at its sole cost and expense. Compliance with all applicable laws, including without limitation, all applicable Parking Ordinances, shall be at SFS's full cost and expense.

XXXI.

SUBORDINATION

This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the BOARD under those leases and to all financing that may now or hereafter affect the leases or the Demised Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, SFS shall execute, within thirty (30) calendar days of request, any certificate that the BOARD may request.

XXXII.

**FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS &
ACCESS TO RECORDS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. SFS understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. SFS shall keep and maintain public records required by the BOARD to perform the service. SFS shall keep records to show its compliance with this Agreement. SFS's contractors and subcontractors must make available, upon request of the BOARD, a Federal grantor agency, the Comptroller General of the United States, or any of their duly

authorized representatives, any books, documents, papers, and records of SFS or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the BOARD'S custodian of public records, SFS shall provide the BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. SFS shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the expiration or early termination or cancellation of this Agreement if SFS does not transfer the records to the BOARD. SFS, its assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). SFS, upon completion of the Agreement, shall transfer, at no cost to the BOARD, all public records in possession of SFS or keep and maintain public records required by the BOARD to perform the service. If SFS transfers all public records to the BOARD upon completion of the Agreement, SFS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SFS keeps and maintains public records upon completion of the Agreement, SFS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BOARD, upon request from the BOARD'S custodian of public records, in a format that is compatible with the information technology systems of the BOARD.

SFS shall incorporate this provision into every contract that it enters into relating to the Demised Premises.

IF SFS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

XXXIII.

USE OF FACILITY AS A REVENUE GENERATOR

Other than as set forth elsewhere in this Agreement, the BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with the BOARD'S Policies, relating to the Demised Premises, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not

unreasonably interfere with SFS's rights to peaceful enjoyment of the Demised Premises.

XXXIV.

REPRESENTATIONS

SFS is duly organized, validly existing, and in good standing under the laws of the State of Florida and has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by SFS of its obligations under this Agreement, have been duly authorized by all necessary actions of SFS, and do not contravene or conflict with any rules, regulations, policies or laws governing SFS, or any other agreement binding on SFS. The individual(s) executing this Agreement on behalf of SFS has/have full authority to do so. Prior to the execution of this Agreement, SFS shall deliver to the BOARD the necessary resolution(s) or other documentation reasonably requested by the BOARD verifying that SFS is authorized to enter into this Agreement, and that the party signing this Agreement is authorized to do so on behalf of SFS.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXV.

INTELLECTUAL PROPERTY RIGHTS

SFS shall indemnify and hold harmless the BOARD from and against all liability of any nature or kind, including damages, costs and expenses (including reasonable attorney's fees and costs at the trial level and through all appeals) for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Agreement. If SFS uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right of the BOARD, it is mutually agreed and understood without exceptions that SFS shall be liable for all royalties or costs arising from the use of such design, device or materials in any way involved in the activities contemplated by this Agreement.

XXXVI.

MISCELLANEOUS PROVISIONS

- A. RECORDATION: This Agreement may not be recorded, in any way whatsoever, by either Party.
- B. EMINENT DOMAIN: If any part of the Demised Premises is taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. Rent will cease as of the date of termination. SFS may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.
- C. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- D. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.
- E. BROKERS: SFS represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of SFS ("**Indemnitor**"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the BOARD ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination or cancellation of this Agreement.
- F. PROMOTION. Other than activities undertaken to promote SFS's parking operations at the Demised Premises, SFS shall not be permitted to use the Demised Premises for promotion or advertising of any type or nature whatsoever.
- G. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.

- H. TAX-EXEMPT STATUS: In addition to the provisions of Article XIX of this Agreement, SFS acknowledges and agrees that in the event the tax-exempt status of the Demised Premises is rescinded or is at risk of being rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by SFS, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional entity) shall constitute a material breach under this Agreement, and may result, at the BOARD'S sole option, in the termination of this Agreement for cause, as outlined in Article XVI of this Agreement. Payment of any taxes so imposed shall be remitted to the BOARD by SFS within ten (10) days of receipt of notice, without demand.
- I. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of the BOARD'S sovereign immunity.
- J. WAIVER OF TRIAL BY JURY: THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT OR SFS'S USE OR OCCUPATION OF THE DEMISED PREMISES.
- K. HEADINGS FOR CONVENIENCE ONLY: The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- L. SIGNAGE: SFS may erect, at SFS's sole cost and expense, temporary/non-permanent identification signage within the Demised Premises only during SFS's Period of Use, subject to the prior written approval of the BOARD, or its designee, and in conformance with all rules and regulations governing public schools. Upon the termination, expiration or cancellation of this Agreement, SFS shall remove, at SFS's expense, from the Demised Premises any signage erected by SFS, and restore the area to the same or better condition as existed prior to SFS's installation of the signage.

XXXVII.

IMPROVEMENTS TO THE DEMISED PREMISES

In the event SFS seeks to make temporary or permanent improvements to the Demised Premises to serve its parking operations (all such improvements are collectively referred to herein

as the “**Work**”), SFS shall make such a request, in writing, in conformance with the provisions of Article XXVII, which request the BOARD may approve or disapprove in its sole discretion. If authorized by the BOARD, the Parties agree that such approval shall be accomplished through an amendment to this Agreement, in conformance with the provisions of Article XXI. Such an amendment shall include, but is not be limited to: (1) SFS shall be responsible for all costs associated with design and construction of the Work; (2) SFS shall be responsible for payment to the BOARD of all costs borne by the BOARD for jurisdictional plan review, permitting, and inspections; (3) SFS shall prepay to the BOARD Five Percent (5%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the BOARD and SFS for any design and construction activities within the Demised Premises; (4) the BOARD’S Building Department shall have sole authority for any Work taking place at the Demised Premises and shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work; and (5) SFS shall indemnify and hold harmless the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by SFS within the Demised Premises or elsewhere on BOARD-owned land, and shall cause SFS’s contractors and subcontractors performing work at the Demised Premises (“**SFS’s Contractors**”) to further covenant and agree to indemnify and hold harmless the BOARD from any suit, action or demand brought against the BOARD on any claim brought against the BOARD caused by SFS’s Contractors.

XXXVIII.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto or to be attached pursuant to this Agreement, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and SFS.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

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

WITNESSES AS TO BOARD:

**BOARD:
THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA**

Sign Name: _____
Print Name: _____

By: _____
Dr. Jose L. Dotres
Superintendent of Schools
Date: _____

Sign Name: _____
Print Name: _____

RECOMMENDED:

**TO THE BOARD: APPROVED AS
TO RISK MANAGEMENT ISSUES:**
Office of Risk and Benefits Management

Raul F. Perez
Chief Facilities Design & Construction
Officer
Date: _____

Risk and Benefits Officer
Date: _____

**TO THE BOARD: APPROVED AS TO
TREASURY MANAGEMENT ISSUES:**
Office of Treasury Management

**TO THE BOARD: APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

Treasurer
Date: _____

School Board General Counsel
Date: _____

WITNESSES AS TO SFS:

Print Name: _____

Print Name: _____

SFS:
SOUTH FLORIDA STADIUM LLC

By: _____
Name: Todd Boyan
Title: SVP, Stadium Operations
Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

Attorney
Date: _____

EXHIBIT "B-1"



NW 14TH CT

NW 199TH ST

NW 198TH ST

NW 197TH ST

NW 14TH CT


NW 196TH TER

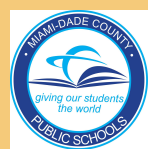
NW 196TH TER

FLORIDA TPK E EXPY

FLORIDA TPK RAMP

Legend

 Demised Premises



Miami-Dade County Public Schools

Norwood Elementary School

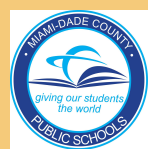
*Governmental
Affairs
& Land Use*

EXHIBIT "B-2"



NW 32ND AVE

NW 191ST ST



Miami-Dade County Public Schools

Brentwood Elementary School

Governmental
Affairs
& Land Use

Date: 3/28/2023

EXHIBIT "B-3"



5TH

NW 12TH CT

NW 195TH ST

NW 12TH AVE



NW 193RD TER

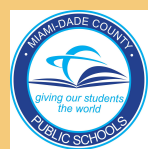
NW 13TH CT

NW 192ND TER

Basketball Courts -
"This area may not be used
for parking at any time".

Legend

-  Demised Premises
-  Basketball Courts



Miami-Dade County Public Schools
Norland Middle School

**Governmental
Affairs
& Land Use**

EXHIBIT "B-4"

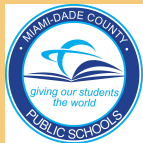


Parking Lot -
"This are may not be used
for parking at any time".

Basketball Courts -
"This are may not be used
for parking at any time".

Legend

- Demised Premises
- Basketball Courts
- Parking Lot
- Existing Fence



Miami-Dade County Public Schools

Carol City Middle School
Barbara Hawkins Elementary School

**Governmental
Affairs
& Land Use**

Exhibit "C-1"

	<u>DATE</u>	<u>EVENT</u>	<u>TIME</u>
<u>1</u>	3/12-3/13	JAZZ IN THE GARDENS	4:00 PM
<u>2</u>	5/6-5/8	FORMULA 1 MIAMI GRAND PRIX	TBD
<u>3</u>	8/20/2022	PRESEASON - DOLPHINS VS RAIDERS	7:00 PM
<u>4</u>	8/27/2022	PRESEASON - DOLPHINS VS EAGLES	7:00 PM
<u>5</u>	9/11/2022	DOLPHINS VS PATRIOTS	1:00 PM
<u>6</u>	9/25/2022	DOLPHINS VS BILLS	1:00 PM
<u>7</u>	10/16/2022	DOLPHINS VS VIKINGS	1:00 PM
<u>8</u>	10/23/2022	DOLPHINS VS STEELERS	8:20 PM
<u>9</u>	11/5/2022	UM VS FSU	7:30 PM
<u>10</u>	11/13/2022	DOLPHINS VS BROWNS	1:00 PM
<u>11</u>	11/27/2022	DOLPHINS VS TEXANS	1:00 PM
<u>12</u>	12/25/2022	DOLPHINS VS PACKERS	1:00 PM
<u>13</u>	12/30/2022	ORANGE BOWL	8:00 PM
<u>14</u>	1/8/2023	DOLPHINS VS JETS	1:00 PM