

Monica Luff

From: William Clague
Sent: Wednesday, March 14, 2018 11:58 AM
To: Monica Luff
Cc: Mitchell Palmer; Alex Nicodemi; Dan Schlandt; Elliott Falcione; Ebony Livingston; Sean Walter; Juliet Shepard
Subject: Premier Sports Campus Acquisition; RLS-2017-0576
Attachments: Resolution Assigning Premier Sports Campus Agreements v1.doc; Form License Assignment for PSC.doc; Form Sponsorship Assignment for PSC.doc; Form Concessions Assignment for PSC.doc

Monica:

In follow up to our response to the above Request for Legal Services we provide the attached resolution and exhibits (drafted with considerable assistance by Ms. Nicodemi) for the assignment of existing concession, sponsorship and license agreements for the Premier Sports Campus (PSC). A few points merit consideration by staff:

1. The draft resolution authorizes the director of the Convention and Visitors Bureau to execute forms of an Assignment and Amendment for each category of agreements assigned pursuant to Article III of the Asset Purchase Agreement by which the County acquired the PCS. It includes three exhibits, also attached, each to be approved as a form "Assignment and Amendment".
2. The draft resolution also refers to an Exhibit A listing all of the agreements to be accepted by the County. We ask that you prepare this, utilizing exhibits 3.1c and 3.1d of the Asset Purchase Agreement, but reorganizing the agreements to list them by the categories described in the resolution.
3. We will also follow up with counsel to the Seller of the PSC to arrange for a final acknowledgement of assignment to be executed by the Seller, once the resolution has been adopted by the Board. While Article III of the Asset Purchase Agreement allows the County to complete the assignments without the signature of the Seller, we believe this is nevertheless a good practice for purposes of memorializing the transfer of the agreements.
4. In drafting the form assignments, we have reviewed the underlying agreements and identified issues of legal significance to be addressed as amendments. Staff should review the agreements (paying particular attention to the concession agreements) from a business and operational standpoint, and note if there are other amendments (rent, construction of facilities, equipment, etc.) worth including as amendments.
5. In the assignment of concession agreements (exhibit B-2) we have included the statutorily required "Public Records" language for service agreements. The decision to include this language should be made on a case by case basis depending on whether the company is "acting on behalf of" Manatee County.

Subject to the resolution of the matters described above and the resolution of any business concerns of staff, we have no objection from a legal standpoint to scheduling the adoption of the resolution by the Board. We express no opinion as to the business judgment of adopting the resolution or implementing the documents approved thereunder.

This concludes our follow-up response to the RLS. Please contact Ms. Nicodemi or me if you have any questions or concerns.

Bill Clague
Assistant County Attorney

Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.claque@mymanatee.org

RESOLUTION R-18-047

A RESOLUTION OF THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING TOURISM; AUTHORIZING THE EXECUTION OF INSTRUMENTS FOR THE ASSIGNMENT AND AMENDMENT OF AGREEMENTS RELATED TO THE PREMIER SPORTS CAMPUS; APPROVING THE FORMS OF, AND PROVIDING FOR THE DELEGATION OF AUTHORITY TO EXECUTE, SUCH INSTRUMENTS; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 125.01 and 125.0104, Florida Statutes (the "Act"), Manatee County owns and operates the facility known as the Premier Sports Campus (the "PSC") for the purpose of providing a recreation sports venue and promoting tourism in Manatee County, Florida, which the County acquired through an Asset Purchase Agreement with the original owners and developers of the PSC; and

WHEREAS, the Asset Purchase Agreement provides that the County will receive and accept the assignment of certain agreements related to the operation, maintenance and promotion of the PSC from the original owners and developers thereof (the "Assigned Agreements"), a list of which is set forth as Exhibit A to this Resolution; and

WHEREAS, the Act authorizes the County to operate the PSC, and to advertise and promote within or without the State the PSC and the recreational sports activities that take place at the PSC, to promote tourism to Manatee County; and

WHEREAS, the Board has determined that is necessary and in the best interest of the County to accept the Assigned Agreements for the management and operation of the PSC and to approve the form of, and delegate authority to execute, assignments and amendments of such Assigned Agreements, as provided in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. APPROVAL OF FORM INSTRUMENTS. The Board hereby approves the form of the following instruments:

- i. Assignment and Amendment of Sponsor Agreement, attached as Exhibit B-1;
- ii. Assignment and Amendment of Concession or Service Agreement, attached as Exhibit B-2; and
- iii. Assignment and Amendment of License Agreement, attached as Exhibit B-3.

The Executive Director of the PSC (the "Director"), or his or her designee, is hereby authorized and directed to execute and deliver such instruments substantially in the forms set forth in the above referenced exhibits to this Resolution, with such supplemental documents as are incorporated therein and consistent therewith, to accept the Assigned Agreements as amended by the above listed instruments.

SECTION 2. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect as of _____, 2018.

ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE ___ DAY OF _____, 2018.

BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: _____
Chairperson

ATTEST: ANGELINA M. COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By: _____
DEPUTY CLERK

Exhibit B-1

**ASSIGNMENT AND AMENDMENT
FOR SPONSORSHIP AGREEMENT**

[INSERT NAME OF AGREEMENT]

This **ASSIGNMENT AND AMENDMENT** (“Assignment”) is made and entered into by and between **[SPONSOR’S NAME]** (the “Sponsor”) and **MANATEE COUNTY**, a political subdivision of the State of Florida (“Manatee County” or “County”) as of **[_DATE_] 2018**, to amend and assign the rights and obligations under the **[SPONSORSHIP AGREEMENT]** between **[LWR SPORTS, LLC., a Florida Limited liability company]** (“Seller”) and **SPONSOR**, dated **[_]** (the “Sponsorship Agreement”), to **MANATEE COUNTY**.

RECITALS

WHEREAS, the County and Seller have entered into an agreement for the sale and purchase of Premier Sports Campus (“PSC”), dated as of December 12, 2017 (the “Asset Purchase Agreement”), for the 145.2643-acre parcel more particularly described in the Asset Purchase Agreement and located in Manatee County, Florida (the “Property”); and

WHEREAS, on **[DATE]**, Seller and Sponsor entered into the Sponsorship Agreement for the purpose of **[ENTER SCOPE/PURPOSE OF SPONSORSHIP AGREEMENT]**; and

WHEREAS, pursuant to Article III of the Asset Purchase Agreement, Seller has assigned its rights and obligations under the Sponsorship Agreement to the County as part of the sale and transfer of the PSC; and

WHEREAS, the Sponsor and County are entering into this Assignment to memorialize Sponsor’s consent to the assignment of the rights and obligations of the Seller under the Sponsorship Agreement to the County, and to amend certain terms and conditions of the Sponsorship Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby agreed and acknowledged the parties hereto agree as follows:

1. **Assignment of Sponsorship Agreement.** Pursuant to Article III: “Transfer of Assets; Related Agreements” of the Asset Purchase Agreement, Sponsor hereby consents to the assignment to County by Seller, and the County hereby accepts the Sponsorship Agreement, inclusive of all rights, duties and obligations applicable pursuant to the terms, explicit and implicit, of the Sponsorship Agreement such that all terms and provisions of the Sponsorship Agreement formerly applicable to Seller shall now apply to the County. This Assignment shall be construed to assign only the rights of Seller, under the Sponsorship Agreement. In view of the forgoing, the parties hereby agree that from the

date of execution of this Assignment; each reference to “[LWR or Schroeder-Manatee Ranch Inc.,]” under the Sponsorship Agreement, shall mean a reference to the County.

2. **Effective Date.** The assignment of the Sponsorship Agreement described herein shall become effective as of the date of execution of this Assignment. As of the date of execution of this Assignment, County hereby agrees to assume and be bound by the Sponsorship Agreement as modified herein.
3. **Specific Amendments to the Sponsorship Agreement.** The Sponsorship Agreement is hereby amended as follows:

- a. Notices. All notices and other communications related to the Sponsorship Agreement formally to be addressed to Seller shall now be sent to the County in writing and shall be delivered or sent to the address set forth below. Such notices and communications shall be delivered or sent by hand, by courier or by facsimile to the address below:

The County: Manatee County Convention & Visitors Bureau
1 Haben Blvd.
Palmetto, FL 34221
Fax: 941-729-1820
ATTN: CVB Director

- b. Indemnification: Sponsor shall indemnify, defend, save, and hold harmless County from and against all losses, claims, damages or expenses, including attorneys’ fees, incurred by County in connection with any third party claims for personal injury or death to persons and damage to County’s personal property arising during the term of the Sponsorship Agreement, to the extent arising from the negligence or willful misconduct of Sponsor, its agents, employees, representatives, contractors, or sub-contractors. County shall indemnify, defend and save harmless Sponsor from and against all losses, claims, damages or expenses, including attorneys’ fees, incurred by Sponsor in connection with any third party claims for personal injury or death to persons and damage to Sponsor’s personal property arising during the term of the Sponsorship Agreement, to the extent arising from the negligence or willful misconduct of County, its agents, employees, representatives, contractors, or sub-contractors. In no event shall County or Sponsor be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages, nor shall any parent, subsidiary, affiliate or employee of County or Sponsor have any liability under this Agreement. Neither County nor Sponsor, nor their respective insurer, shall, without the prior written consent of the other party, which consent will not be unreasonably withheld, enter into the settlement or compromise of any claim brought against the indemnified party which is the subject of indemnification under this Agreement. Notwithstanding the foregoing, this paragraph shall not be construed or interpreted as a waiver of the County’s sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

- c. Governing Law. This validity of the Sponsorship Agreement and any of its

terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be Manatee County, Florida. If any proceeding is removed to federal court, such removal shall be to the United States District Court for the Middle District of Florida, Tampa Division.

4. **Ratification of the Terms of the Sponsorship Agreement.** The parties agree and confirm that the only amendments to the Sponsorship Agreement are those set forth in this Assignment. The Sponsor and County hereby confirm and ratify all of the terms and conditions of the Sponsorship Agreement which are, and continue to be in full force and effect.

IN WITNESS WHEREOF, the authorized signatory of the County has hereunto set his hand effective as of the date set forth above.

MANATEE COUNTY, a political
subdivision of the State of Florida.

By: _____
Director, Convention & Visitors Bureau
Pursuant to Resolution R-18-047

Date: _____

**ACKNOWLEDGMENT AND CONSENT
OF [SPONSOR]**

Sponsor, for itself, its agents, successors and assigns, as of this Day of , 2018, acknowledges and consents to the assignment of the rights and obligations of Seller to the County as provided in Section 1 of this Assignment, and hereby agrees that all terms and provisions, including those amended herein, of the Sponsorship Agreement formerly applicable to the Seller shall now apply to the County.

[SPONSOR]

By: _____

Print Name: _____

Title: _____

Exhibit B-2

**ASSIGNMENT AND AMENDMENT
FOR CONSESSION OR SERVICE AGREEMENT**

[INSERT NAME OF AGREEMENT]

This **ASSIGNMENT AND AMENDMENT** (“Assignment”) is made and entered into by and between **[COMPANY’s NAME]** (the “Company”) and **MANATEE COUNTY**, a political subdivision of the State of Florida (“Manatee County” or “County”) as of **[_DATE_] 2018**, to amend and assign the rights and obligations under the **[CONSESSION OR SERVICE AGREEMENT]** between **[LWR SPORTS, LLC., a Florida Limited liability company]** (“Seller”) and **COMPANY**, dated **[_____]** (the “Concession Agreement”), to **MANATEE COUNTY**.

RECITALS

WHEREAS, the County and Seller have entered into an agreement for the sale and purchase of Premier Sports Campus (“PSC”), dated as of December 12, 2017 (the “Asset Purchase Agreement”), for the 145.2643-acre parcel more particularly described in the Asset Purchase Agreement and located in Manatee County, Florida (the “Property”); and

WHEREAS, on **[DATE]**, Seller and Company entered into a Concession Agreement for the purpose of **[RENTING/ SELLING SCOPE/PURPOSE OF CONSESSION AGREEMENT]**; and

WHEREAS, pursuant to Article III of the Asset Purchase Agreement, Seller has assigned its rights and obligations under the Concession Agreement to the County as part of the sale and transfer of the PSC; and

WHEREAS, the Company and County are entering into this Assignment to memorialize Sponsor’s consent to the assignment of the Concession Agreement to the County, and to amend certain terms and conditions of the Concession Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby agreed and acknowledged, the parties hereto agree as follows:

1. **Assignment of Concession Agreement.** Pursuant to Article III: “Transfer of Assets; Related Agreements” of the Asset Purchase Agreement, Company hereby consents to the assignment to County by Seller, and the County hereby accepts the Concession Agreement, inclusive of all rights, duties and obligations applicable pursuant to the terms, explicit and implicit, of the Concession Agreement such that all terms and provisions of the Concession Agreement formerly applicable to Seller shall now apply to the County. This Assignment shall be construed to assign only the rights of Seller, under the

Concession Agreement. In view of the forgoing, the parties hereby agree that from the date of execution of this Assignment; each reference to “[LWR or Schroeder-Manatee Ranch Inc.,]” under the Concession Agreement, shall mean a reference to the County.

2. **Effective Date.** The assignment of the Concession Agreement described herein shall become effective as of the date of execution of this Assignment. As of the date of execution of this Assignment, County hereby agrees to assume and be bound by the Concession Agreement as modified herein.
3. **Specific Amendments to the Concession Agreement.** The Concession Agreement is hereby amended as follows:

a. Notices. All notices and other communications related to the Concession Agreement formally to be addressed to Seller shall now be sent to the County in writing and shall be delivered or sent to the address set forth below. Such notices and communications shall be delivered or sent by hand, by courier or by facsimile to the address below:

The County: Manatee County Convention & Visitors Bureau
1 Haben Blvd.
Palmetto, FL 34221
Fax: 941-729-1820
ATTN: CVB Director

b. Indemnification: Company shall indemnify, defend, save, and hold harmless County from and against all losses, claims, damages or expenses, including attorneys’ fees, incurred by County in connection with any third party claims for personal injury or death to persons and damage to County’s personal property arising during the term of the Concession Agreement, to the extent arising from the negligence or willful misconduct of Company, its agents, employees, representatives, contractors, or sub-contractors. County shall indemnify, defend and save harmless Company from and against all losses, claims, damages or expenses, including attorneys’ fees, incurred by Company in connection with any third party claims for personal injury or death to persons and damage to Company’s personal property arising during the term of the Concession Agreement, to the extent arising from the negligence or willful misconduct of County, its agents, employees, representatives, contractors, or sub-contractors. In no event shall County or Company be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages, nor shall any parent, subsidiary, affiliate or employee of County or Company have any liability under this Agreement. Neither County nor Company, nor their respective insurer, shall, without the prior written consent of the other party, which consent will not be unreasonably withheld, enter into the settlement or compromise of any claim brought against the indemnified party which is the subject of indemnification under this Agreement. Notwithstanding the foregoing, this paragraph shall not be construed or interpreted as a waiver of the County’s sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

c. Governing Law. This validity of the Concession Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be Manatee County, Florida. If any proceeding is removed to federal court, such removal shall be to the United States District Court for the Middle District of Florida, Tampa Division.

d. Public Records. Company shall: 1) Keep and maintain public records required by the County to perform the service. 2) Upon request from the County's custodian of public records, provide the County 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 Florida Statutes Chapter 119 or as otherwise provided by law. 3) 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 Agreement term and following completion of the Agreement if Company does not transfer the records to the County. 4) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Company or keep and maintain public records required by the County to perform the service. If Company transfers all public records to the County upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

4. **Ratification of the Terms of the Concession Agreement.** The parties agree and confirm that the only amendments to the Concession Agreement are those set forth in this Assignment. The Company and County hereby confirm and ratify all of the terms and conditions of the Concession Agreement which are, and continue to be in full force and effect.

IN WITNESS WHEREOF, the authorized signatory of the County has hereunto set his hand effective as of the date set forth above.

MANATEE COUNTY, a political subdivision of the State of Florida.

By: _____
Director, Convention & Visitors Bureau
Pursuant to Resolution R-18-047

Date: _____

**ACKNOWLEDGMENT AND CONSENT
OF [COMPANY]**

Company, for itself, its agents, successors and assigns, as of this **Day of** _____, **2018**, acknowledges and consents to the assignment of the rights and obligations of Seller to the County as provided in Section 1 of this Assignment, and hereby agrees that all terms and provisions, including those amended herein, of the Concession Agreement formerly applicable to the Seller shall now apply to the County.

[COMPANY]

By: _____

Print Name: _____

Title: _____

Exhibit B-3

**ASSIGNMENT AND AMENDMENT
FOR LICENSE AGREEMENT**

[INSERT NAME OF AGREEMENT]

This **ASSIGNMENT AND AMENDMENT** (“Assignment”) is made and entered into by and among **[LICENSEE NAME]** (the “Licensee”) and **MANATEE COUNTY**, a political subdivision of the State of Florida (“Manatee County” or “County”) as of **[_DATE_] 2018**, to amend and assign the rights and obligations under the **[LICENSE AGREEMENT]** between **[LWR SPORTS LLC]** (“Seller”) and **LICENSEE**, dated **[_____]** (the “License Agreement”), to **MANATEE COUNTY**.

RECITALS

WHEREAS, the County and Seller have entered into an agreement for the sale and purchase of Premier Sports Campus (“PSC”), dated as of December 12, 2017 (the “Asset Purchase Agreement”), for the 145.2643-acre parcel more particularly described in the Asset Purchase Agreement and located in Manatee County, Florida (the “Property”); and

WHEREAS, on **[DATE]**, Seller and Licensee entered into the License Agreement for the purpose of allowing Licensee to access the Property to **[ENTER SCOPE/PURPOSE OF AGREEMENT]**; and

WHEREAS, pursuant to Article III of the Asset Purchase Agreement, Seller has assigned its rights and obligations under the License Agreement to the County; and

WHEREAS, the Licensee and County are entering into this Assignment to memorialize Sponsor’s consent to the assignment of the License Agreement to the County, and to amend certain terms and conditions of the License Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby agreed and acknowledged the parties hereto agree as follows:

1. **Assignment of License Agreement.** Pursuant to Article III: “Transfer of Assets; Related Agreements” of the Asset Purchase Agreement, Licensee Sponsor hereby consents to the assignment to County by Seller, and County hereby accepts the License Agreement, inclusive of all rights, duties and obligations applicable pursuant to the terms, explicit and implicit, of the License Agreement such that all terms and provisions of the License Agreement formerly applicable to Seller shall now apply to the County. This Assignment shall be construed to assign only the rights of Seller, under the License Agreement. In view of the forgoing, the parties hereby agree that from the date of execution of this Assignment; each reference to the “Licensor” under the License Agreement, shall mean a

reference to the County.

2. **Effective Date.** The assignment of the License Agreement described herein shall become effective as of the date of execution of this Assignment. As of the date of execution of this Assignment, County hereby agrees to assume and be bound by the License Agreement as modified herein.
3. **Specific Amendments to the License Agreement.** The License Agreement is hereby amended as follows:

- a. **Notices.** All notices and other communications related to the License Agreement formally to be addressed to the Seller shall now be sent to the County in writing and shall be delivered or sent to the address set forth below. Such notices and communications shall be delivered or sent by hand, by courier or by facsimile to the address below:

The County: Manatee County Convention & Visitors Bureau
1 Haben Blvd.
Palmetto, FL 34221
Fax: 941-729-1820
ATTN: CVB Director

- b. **Indemnification:** Licensee shall indemnify, defend, save, and hold harmless Licensor from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by Licensor in connection with any third party claims for personal injury or death to persons and damage to Licensor's personal property arising during the term of the License Agreement, to the extent arising from the negligence or willful misconduct of Licensee, its agents, employees, representatives, contractors, or sub-contractors. Licensor shall indemnify, defend and save harmless Licensee from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by Licensee in connection with any third party claims for personal injury or death to persons and damage to Licensee's personal property arising during the term of the License Agreement, to the extent arising from the negligence or willful misconduct of Licensor, its agents, employees, representatives, contractors, or sub-contractors. In no event shall Licensor or Licensee be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages, nor shall any parent, subsidiary, affiliate or employee of Licensor or Licensee have any liability under this Agreement. Neither Licensor nor Licensee, nor their respective insurer, shall, without the prior written consent of the other party, which consent will not be unreasonably withheld, enter into the settlement or compromise of any claim brought against the indemnified party which is the subject of indemnification under this Agreement. Notwithstanding the foregoing, this paragraph shall not be construed or interpreted as a waiver of the Licensor's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

- c. **Insurance:** Licensee shall carry such insurance as is required pursuant to the operation policies established by the County for the PSC pursuant to Resolution R-18-

032 (the "PSC Policies") and the requirements of the County's risk manager, including without limitation the requirement to name the County as an additional insured.

d. PSC Policies: In exercising its rights and obligations to use and occupy the PSC pursuant to the License, Licensee shall at all time comply with the PSC Policies.

e. Governing Law. This validity of the License Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be Manatee County, Florida. If any proceeding is removed to federal court, such removal shall be to the United States District Court for the Middle District of Florida, Tampa Division.

4. **Ratification of the Terms of the License Agreement.** The parties agree and confirm that the only amendments to the License Agreement are those set forth in this Assignment. The Licensee and County hereby confirm and ratify all of the terms and conditions of the License Agreement which are, and continue to be in full force and effect.

IN WITNESS WHEREOF, the authorized signatory of the County has hereunto set his hand effective as of the date set forth above.

MANATEE COUNTY, a political subdivision of the State of Florida.

By: _____
Director, Convention & Visitors Bureau
Pursuant to Resolution R-18-047

Date: _____

**ACKNOWLEDGMENT AND CONSENT
OF [LICENSEE]**

LICENSEE, for itself, its agents, successors and assigns, as of this Day of , 2018, acknowledges and consents to the assignment of the rights and obligations of Seller to the County as provided in Section 1 of this Assignment, and hereby agrees that all terms and provisions, including those amended herein, of the License Agreement formerly applicable to the Seller shall now apply to the County.

[LICENSEE]

By: _____

Print Name: _____

Title: _____