STANDARD GRANT PROGRAM TERMS AND CONDITIONS FOR BROWARD COUNTY CULTURAL DIVISION GRANT AWARD AGREEMENTS

These Standard Grant Program Terms and Conditions ("Grant Program Terms") govern all Cultural Division Grant Award Agreements entered into by Broward County, a political subdivision of the State of Florida ("County"), and the Recipient identified in the Broward County Cultural Division Grant Award Agreement ("Grant Agreement").

RECITALS

A. The Broward County Board of County Commissioners ("Board") has a core value of cultivating community culture, arts, recreation, and life-long learning. The Board's goals include providing a broad range of artistic, cultural, educational, and historical amenities and programs that contribute to a vibrant, multi-cultural, and economically viable community.

B. The Board, through the Broward County Cultural Council (the "Cultural Council") and Cultural Division, offers various grant programs (each a "Grant Program") to support artistic and cultural organizations and programs in Broward County, as more fully described in Sections 29.14 through 29.17 of the Broward County Administrative Code.

C. The Board has determined that the provision of grant funding to Recipients for qualifying expenditures under the Grant Programs serves a public purpose.

D. County desires to offer to Recipient, and Recipient desires to accept from County, the monetary grant award ("Grant Award") described in the Grant Agreement, subject to the terms and conditions stated in the Grant Agreement, these Grant Program Terms, and other documents referenced and incorporated into the Grant Agreement and/or these Grant Program Terms.

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

1.2. **Authorized Uses** means the activities, purposes, and eligible expenditures for which Recipient may use the Grant Award, as described in the Grant Agreement, these Grant Program Terms, the Grant Guidelines, and any other documents referenced or incorporated into the Grant Agreement and/or these Grant Program Terms.

1.3. **Board** means the Board of County Commissioners of Broward County, Florida.

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Contract Administrator** means the Director of the Cultural Division, the Assistant Director of the Cultural Division, or such other person designated by the Director of the Cultural Division in writing.

1.6. **County Administrator** means the administrative head of County appointed by the Board.

1.7. **Cultural and Artistic Facilities Capital Support** or **C&A Facilities Capital Support** means the Grant Program that provides funding for cultural or artistic facilities capital project expenses (such as the acquisition, development, construction, renovation, expansion, or improvement of new or existing cultural or artistic facilities located in Broward County).

1.8. **General Operating Support** means the Grant Program that provides funding towards general operating expenses of the awarded Recipient.

1.9. **Grant Award Period** means the period identified in the Grant Agreement during which the Recipient may utilize the Grant Award.

1.10. **Program Support** means the Grant Program that provides funding towards the awarded Recipient's expenses for specific cultural or artistic programs, activities, events, or performances, as stated in the awarded Recipient Application and the applicant Grant Agreement.

1.11. **Recipient Application** means the application and all written materials, attachments, certifications, and supplemental information submitted by or on behalf of Recipient for the applicable Grant Program.

1.12. Capitalized terms used but not defined in these Grant Program Terms have the meanings assigned to them in the Grant Agreement.

ARTICLE 2. GRANT AWARD

2.1. Grant Award. Subject to Recipient's compliance with the Grant Agreement, County shall provide the Grant Award to Recipient for its use solely for the Authorized Uses in connection with the applicable Grant Program identified in the Grant Agreement.

2.2. Grant Award Uses; Recipient Application Accuracy. Recipient shall utilize the Grant Award (whether in whole or in part) only for Authorized Uses. Except as expressly stated in the Grant Award Details section of the Grant Agreement, or as may be set forth in any amendment to the Grant Agreement in accordance with Section 9.18 of these Grant Program Terms, Recipient shall not use any portion of the Grant Award for any purpose other than the Authorized Uses. Recipient represents and warrants that all information included in the Recipient Application is true and correct. Recipient shall promptly notify the Contract Administrator in writing of any material change to the information contained in the Recipient Application or any circumstance that may materially affect Recipient's eligibility for the Grant Award or Recipient's ability to comply with the Authorized Uses or the Grant Agreement.

ARTICLE 3. PAYMENT OF GRANT AWARD

3.1. Payment of Grant Award; Advance Payments. County will pay the Grant Award to Recipient in accordance with the Grant Award Details section of the Grant Agreement and these Grant Program Terms. If any portion of the Grant Award is paid to Recipient prior to the end of the Grant Award Period, such payment shall be deemed an advance, subject to Recipient's full performance of all provisions of these Grant Program Terms and the Grant Agreement (including as stated in any other documents incorporated therein).

3.2. Recipient Invoicing; Required Match. Prior to payment by County, Recipient shall submit an invoice to County (no more frequently than once during each calendar month) for the portion of the Grant Award that may be due. Recipient's final invoice to County must be submitted no later than 60 days after the end of the Grant Award Period. Failure to timely submit the final invoice will act as a waiver by Recipient of any portion of the Grant Award not already paid to Recipient as of 60 days after the end of the Grant Award Period. Unless advance payments are expressly authorized in the Grant Agreement, Grant Award payments will be made only on a reimbursement basis after Recipient has incurred the applicable expenses and submitted the documentation requested by the Contract Administrator. Invoices must be submitted on an approved invoice form provided by County. If the Grant Agreement contains a match requirement, County's payment obligation is conditioned and contingent upon Recipient obtaining and providing that match. If Recipient fails to satisfy any match requirement in the manner and within the time required by the Grant Agreement, County may reduce the Grant Award proportionately and Recipient shall reimburse County for any resulting overpayment.

3.3. Refund of Grant Award. Recipient shall reimburse County for all or any applicable portion of the Grant Award if: (a) the programming funded under Program Support, the operations funded under General Operating Support, or the capital project funded under C&A Facilities Capital Support is cancelled, materially delayed, materially modified without County's prior written approval, or otherwise does not proceed in accordance with the Recipient Application, the Grant Agreement, these Grant Program Terms, or the Grant Guidelines; (b) any portion of the Grant Award is not expended for Authorized Uses; (c) any expenditure is not supported by documentation sufficient to demonstrate that the expenditure was eligible, actually incurred and paid by Recipient, and otherwise complied with the Grant Agreement, these Grant Program Terms, and the Grant Guidelines; (d) any portion of the Grant Award exceeds the amount of an eligible expenditure; (e) Recipient receives duplicate reimbursement or payment from another funding source for the same expenditure to the extent such reimbursement or payment exceeds the amount of the eligible expenditure; (f) any portion of an advance payment remains unspent or unearned; or (g) County otherwise determines that any portion of the Grant Award was improperly paid, expended, or retained by Recipient.

Unless County determines that repayment of the entire Grant Award is warranted based on the nature of Recipient's noncompliance, Recipient shall be required to reimburse only the portion of the Grant Award attributable to the unperformed, ineligible, unsupported, unspent,

overpaid, or otherwise noncompliant amount. In determining the amount to be reimbursed, the Contract Administrator may consider the extent to which Recipient has substantially performed its obligations and may reduce the repayment amount on a pro rata basis. The Contract Administrator's determination of the repayment amount shall be final and binding. Recipient shall reimburse County for all amounts due under this section within 20 calendar days after written demand by the Contract Administrator. County's rights under this section are in addition to, and not in limitation of, any other rights or remedies available to County under the Grant Agreement, these Grant Program Terms, or Applicable Law. The obligations of this section shall survive expiration or termination of the Grant Agreement.

3.4. Funding. The continuation of the Grant Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under the Grant Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under the Grant Agreement and County may terminate the Grant Agreement for convenience pursuant to Article 6.

ARTICLE 4. PROJECT EVALUATION REPORT

Recipient must submit a completed Project Evaluation Report in the form designated by County via County's designated online grant management system (Submittable or any successor system designated by County), along with all other documentation referenced in the Project Evaluation Report, within 30 calendar days after the end of the Grant Award Period (the Project Evaluation Report and all required documentation referenced in the Project Evaluation Report are collectively referred to as the "Reporting Materials"). Notwithstanding the Grant Award Payment Schedule described in the Grant Agreement, Recipient's failure to timely submit the Reporting Materials may disqualify Recipient from consideration for any future grants under any of County's Cultural Division Grant Programs and will entitle County to withhold any unpaid portion of the Grant Award. If Recipient fails to timely submit the Reporting Materials and County has paid any portion of the Grant Award to Recipient, Recipient shall reimburse County for all amounts paid within 20 calendar days after written demand by the Contract Administrator. Withheld amounts of the Grant Award will not accrue interest and will not be payable to Recipient until Recipient has met all requirements, including the requirements in the Grant Guidelines described or incorporated in the Grant Agreement. The provisions of this article will survive the termination or expiration of the Grant Agreement.

After Recipient provides the Reporting Materials to the Contract Administrator via Submittable, the Reporting Materials will be reviewed to determine whether Recipient has complied with the applicable obligations contained in the Grant Agreement, these Grant Program Terms, and any incorporated documents. Submission of the Reporting Materials does not constitute satisfaction of Recipient's reporting obligations unless and until the Contract Administrator determines that

the Reporting Materials are complete and sufficient. Recipient shall provide corrections, explanations, or additional documentation requested by the Contract Administrator within the time specified by the Contract Administrator. Notwithstanding anything in the Grant Award Payment Schedule, the Contract Administrator may postpone final payment of the Grant Award for up to 30 days to review the Reporting Materials.

ARTICLE 5. ATTRIBUTION OF COUNTY

During the Grant Award Period, if required under the Grant Agreement, Recipient must post the artscalendar.com banner web link (http://www.artscalendar.com) on Recipient's website, if any. Recipient must also acknowledge County's funding with the correct attribution statement and County logo, as specifically outlined at www.broward.org/arts/Funding/Logos.

ARTICLE 6. TERMINATION

6.1. Termination for Cause. County may terminate the Grant Agreement for cause upon any breach of the Grant Agreement or these Grant Program Terms by Recipient that is not corrected within ten days after Recipient's receipt of written notice of such breach from the Contract Administrator. Notwithstanding the foregoing, no cure period is required if County determines that the breach is not susceptible to cure or involves fraud, intentional misuse of the Grant Award, a materially false representation or certification, unlawful use of Grant Award funds, or circumstances that render Recipient legally ineligible to receive or retain the Grant Award. Upon termination of the Grant Agreement by County for breach, Recipient shall have no right to receive any portion of the Grant Award not already paid to Recipient and County may require Recipient to reimburse County for all or any portion of the Grant Award previously paid to Recipient in accordance with Section 3.3 of these Grant Program Terms. Recipient hereby waives and releases any and all claims it may have for breach of contract or otherwise arising out of County's exercise of its right to terminate the Grant Agreement pursuant to this section.

6.2. Termination for Convenience; Other Termination. The Grant Agreement may also be terminated by County for convenience upon written notice from the County Administrator to Recipient, which termination shall be effective on the date stated in such notice, provided the termination date is not less than 30 calendar days after the date of such written notice. Recipient acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate the Grant Agreement for convenience including in the form of County's obligation to provide advance written notice to Recipient of such termination in accordance with this section. Recipient hereby waives, to the fullest extent permissible under Applicable Law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience. The Grant Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If the Grant Agreement is terminated by County pursuant to this section, Recipient shall have no right to receive any portion of the Grant Award not already paid to Recipient, except to the extent County determines that payment is due for

eligible expenditures properly incurred by Recipient for Authorized Uses before the effective date of termination. Recipient may retain only that portion of the Grant Award previously paid that County determines was properly expended or incurred for Authorized Uses before the effective date of termination and shall reimburse County, in accordance with Section 3.3 of these Grant Program Terms, for any remaining portion required to be repaid.

6.3. The Grant Agreement may also be terminated for any other basis and by any other means expressly permitted in the Grant Agreement or these Grant Program Terms.

6.4. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

ARTICLE 7. INDEMNIFICATION

Recipient shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the Grant Agreement, and caused or alleged to be caused, in whole or in part, by any breach of the Grant Agreement by Recipient, or any intentional, reckless, or negligent act or omission of Recipient, its officers, employees, or agents, arising from, relating to, or in connection with the Grant Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Recipient shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of the Grant Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Recipient under the Grant Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE; SOVEREIGN IMMUNITY

Sections 8.1-8.10 apply only if Recipient is an Individual or Non-Governmental Entity:

8.1. If County requires Recipient to maintain insurance, coverage must reflect the following: for the duration of the Term, Recipient shall, at its sole expense, maintain the minimum insurance coverages identified in Exhibit A of the Grant Agreement in accordance with the terms and conditions of Sections 8.1-8.10 of this article. Recipient must maintain insurance coverage against claims relating to any act or omission by Recipient, its agents, representatives, employees, or subcontractors in connection with the Grant Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required.

8.2. Recipient shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit A of the Grant Agreement, for all policies required under this article.

8.3. On or before the Effective Date or at least 15 days prior to commencement of the Grant Award Period, Recipient shall provide to County a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the required insurance coverage. If and to the extent requested by County, Recipient must provide complete, certified copies of all required insurance policies and all required endorsements within 30 days after County's request.

8.4. Recipient shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Recipient has been completed, as determined by the Contract Administrator. Recipient or its insurer shall provide notice to County of any cancellation or modification of any required policy at least 30 days prior to the effective date of cancellation or modification, and at least ten days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with documentation evidencing the required coverages.

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Recipient.

8.6. If Recipient maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit A of the Grant Agreement, County shall be entitled to any such broader coverage and higher limits.

8.7. Recipient shall declare in writing any self-insured retentions or deductibles over the limits prescribed in Exhibit A of the Grant Agreement and submit to County for approval at least 15 days prior to the Effective Date or commencement of Grant Award Period. Recipient shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Recipient to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Recipient shall obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Recipient waives any right to subrogation that any of Recipient's insurers may acquire against County, and shall obtain same in an endorsement of Recipient's insurance policies.

8.9. Recipient's failure to maintain the insurance required by the Grant Agreement shall constitute a material breach and entitle County to suspend payment, withhold unpaid Grant Award amounts, and/or terminate the Grant Agreement.

8.10. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Grant Agreement for at least the duration stated in Exhibit A of the Grant Agreement; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Recipient must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Grant Agreement for at least the duration stated in Exhibit A of the Grant Agreement.

Sections 8.11-8.14 apply only if Recipient is a Government Entity:

8.11. Recipient is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

8.12. Upon request by County, Recipient must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Recipient holds any excess liability coverage, Recipient must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence to County.

8.13. If Recipient maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to Recipient's self-insurance.

8.14. County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required by the Grant Agreement, from time to time throughout the Term.

ARTICLE 9. MISCELLANEOUS

9.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Recipient to manage and supervise the performance of the Grant Agreement. Recipient acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Recipient's obligations under the Grant Agreement except as expressly set forth in the Grant Agreement. Unless expressly stated otherwise in the Grant Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of the Grant Agreement. The Contract Administrator may also approve in writing minor modifications to the Grant Award Details that do not increase the total cost to County or waive any rights of County.

9.2. Tax Withholding. If any federal, state, or local taxes, tariffs, or governmental charges may be due or imposed in connection with the Grant Award, if and to the extent deemed necessary by the Contract Administrator or required under Applicable Law, County may withhold any such amount from the Grant Award otherwise due Recipient and remit only the remainder to

Recipient. Upon request by the Contract Administrator, Recipient must provide any tax-related forms or documentation as a condition precedent to providing any portion of the Grant Award to Recipient. County makes no representation regarding the taxability or any other tax implications regarding the Grant Award, and Recipient is solely responsible for obtaining appropriate advice and guidance regarding these issues. All tax-related forms or documentation must be in the name of the Recipient as shown in the Grant Agreement.

9.3. Public Records. Notwithstanding any other provision in the Grant Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of the Grant Agreement. If Recipient is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Recipient shall:

9.3.1. Keep and maintain public records required by County related to the Grant Award;

9.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

9.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the Term of the Grant Agreement and after completion or termination of the Grant Agreement if the records are not transferred to County; and

9.3.4. Upon expiration or termination of the Grant Agreement, transfer to County, at no cost, all public records in possession of Recipient or keep and maintain public records required by County related to the Grant Award. If Recipient transfers the records to County, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt. If Recipient keeps and maintains the public records, Recipient shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If County receives a request for public records regarding the Grant Agreement or the Grant Award, Recipient must immediately provide all requested records to County to enable County to timely respond to the public records request.

Recipient must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Recipient contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Recipient asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Recipient must, simultaneously with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal

knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Recipient must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Recipient as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Recipient, or the claimed exemption is waived. Any failure by Recipient to strictly comply with the requirements of this section shall constitute Recipient's waiver of County's obligation to treat the records as Restricted Material. Recipient must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE GRANT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7457, BROWARDARTS@BROWARD.ORG, 100 SOUTH ANDREWS AVENUE, 6TH FLOOR, FORT LAUDERDALE, FLORIDA 33301.

9.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Recipient that are related to the Grant Agreement. Recipient shall maintain complete and accurate books, records, and accounts sufficient to document Recipient's compliance with the Grant Agreement and the receipt and use of the Grant Award, including, as applicable, invoices, receipts, proof of payment, payroll records, contracts, records supporting any required match, and documentation supporting the Reporting Materials. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Recipient shall make same available to County in written form at no cost and allow County to make copies. Recipient shall provide County with reasonable access to Recipient's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of the Grant Agreement.

Recipient shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Grant Agreement for at least three years after expiration or termination of the Grant Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Recipient expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Recipient hereby grants County the right to conduct such audit or review at Recipient's place of business, if deemed appropriate by County, with 72 hours' advance notice. Recipient

shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete, inaccurate, or unsupported entry in Recipient's books, records, or accounts may be a basis for County's disallowance and recovery of the applicable portion of the Grant Award. County may recover any amounts identified through an audit as subject to repayment pursuant to Section 3.3 of these Grant Program Terms. County's prior review, approval, or payment of any expenditure or Reporting Materials does not preclude subsequent disallowance or recovery. If an audit identifies a material misuse of the Grant Award or material deficiencies in Recipient's records that result in additional audit or investigative costs, Recipient shall reimburse County for its reasonable costs, to the extent permitted by Applicable Law. Any amounts due as a result of an audit must be paid within 20 days after Recipient's receipt of County's written findings.

9.5. Funding Agreement Only; No Employment Relationship. The Grant Agreement is purely a funding agreement between County and Recipient. Nothing in the Grant Agreement constitutes or creates a partnership, joint venture, contractor-for-services, or any other relationship between the Parties. Neither Recipient nor its agents will act as officers, employees, or agents of County. Recipient does not have the right to bind County to any obligation not expressly undertaken by County under the Grant Agreement.

9.6. Third-Party Beneficiaries. Neither Recipient nor County intends to primarily or directly benefit a third party by the Grant Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to the Grant Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon the Grant Agreement.

9.7. Notices. Unless otherwise stated herein, for notice to a Party to be effective under the Grant Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and in the Grant Agreement and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section. Notice to Recipient shall be made to the address specified in the Grant Agreement.

FOR COUNTY:
Broward County, Cultural Division Attn: Director
100 South Andrews Avenue, 6th Floor Fort Lauderdale, Florida 33301
E-mail: acovach@broward.org, jmellison@broward.org, and slarkins@broward.org

9.8. Assignment; Change of Control. Recipient shall not assign or transfer the Grant Agreement or any material right or interest therein, or delegate a material portion of Recipient's obligations under the Grant Agreement, without County's prior written consent. Recipient's engagement of vendors, contractors, consultants, or other third parties in the ordinary course to assist Recipient in carrying out the Authorized Uses shall not constitute an assignment or delegation requiring County's consent, provided that Recipient remains fully responsible for compliance with the Grant Agreement. Any change of control of Recipient shall be deemed an

assignment requiring County's prior written consent. Any assignment, transfer, delegation, or change of control in violation of this section shall be void and ineffective and shall constitute a material breach of the Grant Agreement, entitling County to terminate the Grant Agreement and exercise any other rights or remedies available under the Grant Agreement or Applicable Law.

For purposes of this section, "change of control" means any merger, consolidation, reorganization, dissolution, transfer of all or substantially all of Recipient's assets, change in majority ownership or voting control, or other material change in Recipient's governance or control that may affect Recipient's eligibility for the Grant Award or ability to perform its obligations under the Grant Agreement. A change of control does not include a change in Recipient's officers, directors, or governing body occurring in the ordinary course that does not materially affect Recipient's control, eligibility for the Grant Award, or ability to perform its obligations under the Grant Agreement.

9.9. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in the Grant Agreement or in writing in advance by the Contract Administrator, Recipient is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Recipient must ensure that any use of generative artificial intelligence tools by Recipient does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Recipient must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section. To the extent requested by County, Recipient shall promptly investigate and provide a written report to County regarding any use of generative artificial intelligence by Recipient in connection with the Grant Agreement that County reasonably determines adversely impacts County, and shall use commercially reasonable efforts to promptly remediate any actual adverse impact to County and discontinue or modify such use to prevent further adverse impact.

9.10. Tourist Development Tax. If all or any portion of the Grant Award is provided to Recipient from Tourist Development Tax revenues, Recipient represents and warrants that the Authorized Uses are limited to, and no portion of the Grant Award may be utilized for any purposes except those permitted under Section 125.0104, Florida Statutes. Recipient represents and warrants that if Tourist Development Tax revenue is used for all or a portion of the Grant Award, the Authorized Uses have as one of their main purposes the attraction of tourists to Broward County as evidenced by Recipient's promotion of the activity, service, venue, or event to tourists as defined in Section 125.0104.

9.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in the Grant Agreement and these Grant Program Terms was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation stated in the Grant Agreement and these Grant Program Terms are substantial and important to the formation of the Grant Agreement, and each is, therefore, a material term of the Grant Agreement. County's failure to enforce any provision of the Grant Agreement and/or these Grant Program Terms is not a waiver

of such provision or modification of the Grant Agreement or Grant Program Terms. A waiver of any breach of a provision of the Grant Agreement and/or Grant Program Terms is not a waiver of any subsequent breach and is not to be construed as a modification of the terms of the Grant Agreement and/or Grant Program Terms. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

9.12. Compliance with Laws. Recipient and the Authorized Uses must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all public facing digital content provided in connection with the Grant Agreement must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.2 Level AA standard or any higher standard as required by Applicable Law.

9.13. Severability. If any part of the Grant Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from the Grant Agreement and the balance of the Grant Agreement shall remain in full force and effect.

9.14. Joint Preparation. The Grant Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

9.15. Interpretation. The following rules of interpretation apply to the Grant Agreement and these Grant Program Terms. The titles and headings contained in the Grant Agreement and these Grant Program Terms are for reference purposes only and shall not affect their meaning or interpretation. Unless the context otherwise requires: (a) personal pronouns include all genders, and the singular includes the plural and vice versa; (b) terms such as "herein," "hereof," and "hereunder" refer to the document in which such term appears as a whole and not to any particular sentence, paragraph, section, or article; (c) a reference to a section or article means the section or article as a whole, including all subsections thereof, unless a particular subsection or subparagraph is expressly identified; (d) a reference to "days" means calendar days; and (e) any approval required from County must be in writing, unless otherwise expressly stated.

9.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in the Grant Agreement and any provision within an article or section of the Grant Agreement, the article or section shall prevail and be given effect.

9.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. The Grant Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with the Grant Agreement is in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with the Grant Agreement must be litigated in federal court, the exclusive venue for any such lawsuit is in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE GRANT**

AGREEMENT, RECIPIENT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE GRANT AGREEMENT.

9.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of the Grant Agreement shall be effective unless contained in a written document executed with the same or similar formality as the Grant Agreement and by duly authorized representatives of County and Recipient.

9.19. Prior Agreements. The Grant Agreement, including the documents incorporated therein, represents the final and complete understanding of the Parties regarding the subject matter of the Grant Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Grant Agreement are contained herein.

9.20. Payable Interest.

9.20.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Recipient for any reason, whether as prejudgment interest or for any other purpose, and Recipient waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with the Grant Agreement.

9.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under the Grant Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, 0.25% simple interest (uncompounded).

9.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in the Grant Agreement and these Grant Program Terms by reference. If Recipient is unable to access any linked form required under the Grant Agreement or these Grant Program Terms, Recipient may contact the Contract Administrator to obtain a copy of the applicable form. Recipient's inability to electronically access any linked form does not modify or excuse any contract obligation of Recipient. County reserves the right to update linked forms if and to the extent necessary to comply with Applicable Law.

9.22. Representation of Authority. Recipient represents and warrants that the Grant Agreement constitutes the legal, valid, binding, and enforceable obligation of Recipient, and that neither the execution nor performance of the Grant Agreement constitutes a breach of any agreement that Recipient has with any third party or violates Applicable Law. Recipient further represents and warrants that execution of the Grant Agreement is within Recipient's legal powers, and each individual executing the Grant Agreement on behalf of Recipient is duly authorized by all necessary and appropriate action to do so on behalf of Recipient and does so with full legal authority.

9.23. Discriminatory Vendor; Scrutinized Company; Terrorist Organization; Countries of Concern. Recipient represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes, and that it is not a terrorist organization or a member of a terrorist organization, as defined in Section 943.03102, Florida Statutes. Recipient represents and certifies that it is not, and throughout the Term of the Grant Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Recipient represents that it is, and throughout the Term of the Grant Agreement will remain, in compliance with Section 286.101, Florida Statutes.

9.24. Nondiscrimination. Recipient shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in connection with the Authorized Uses and Recipient's activities funded pursuant to the Grant Agreement.

9.25. Remedies Cumulative. Failure by Recipient to carry out any of the requirements of the Grant Agreement, these Grant Program Terms, the Grant Guidelines, or any documents incorporated into any of the aforementioned, constitutes a material breach of the Grant Agreement, which will permit County to terminate the Grant Agreement for cause or to exercise any other remedy provided under the Grant Agreement, these Grant Program Terms, or Applicable Law, all such remedies being cumulative.

9.26. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under the Grant Agreement is as a Party to the Grant Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from the Grant Agreement and shall not be attributable in any manner to County as a Party to the Grant Agreement.

9.27. Public Entity Crime Act. Recipient represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into the Grant Agreement will not violate that statute. Recipient further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Recipient has been placed on the convicted vendor list.

9.28. Breach of Representations. Recipient acknowledges that County is materially relying on the representations, warranties, and certifications of Recipient stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of the Grant Agreement without any further liability to Recipient; and (c) set off from any amounts due Recipient the full amount of any damage incurred. Furthermore, a false representation may

result in disqualification or ineligibility for future Cultural Division grant awards and other programs offered by County.

9.29. Time of the Essence. Time is of the essence for Recipient's performance of the duties, obligations, and responsibilities as stated or incorporated into the Grant Agreement and these Grant Program Terms.

9.30. Multiple Originals and Counterparts. The Grant Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same Grant Agreement.

9.31. Anti-Human Trafficking. By execution of the Grant Agreement by an authorized representative of Recipient, Recipient hereby attests under penalty of perjury that Recipient does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Recipient declares that they have read the foregoing statement and that the facts stated in it are true.

9.32. Section 125.595 Compliance. Recipient represents and warrants that the Authorized Uses under the Grant Agreement do not constitute or relate to diversity, equity, or inclusion. Recipient is expressly prohibited from using any funds provided by County or under the Grant Agreement to promote diversity, equity, or inclusion initiatives, or for any program or activity that relates to diversity, equity, or inclusion. As a condition precedent for entry into the Grant Agreement, Recipient certifies that Recipient does not and will not use County or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion. As used herein, "diversity, equity, or inclusion" has the meaning set forth in Section 125.595(1)(b), Florida Statutes. This section does not prohibit Recipient from engaging in any activity permitted by Section 125.595, Florida Statutes, including but not limited to any action required for compliance with state or federal laws or regulations.

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