

## SCHEDULE C

### ADDITIONAL OBLIGATIONS

This Schedule C is incorporated into and forms part of the Agreement and sets forth specific obligations applicable to the Services and Service Provider's performance and provision thereof in accordance with, and subject to, the terms of the Agreement (the "Additional Obligations"). All capitalized terms used but not otherwise defined in this Schedule C have the meanings ascribed to such terms in the Agreement. The Additional Obligations are in addition to, and not in limitation of, any requirements, obligations, representations, warranties, covenants or other duties of Service Provider under the Agreement or applicable law. Except as expressly stated in this Schedule C, nothing in this Schedule C will be construed to reduce, waive, or limit any requirements, obligations, representations, warranties, covenants or other duties of Service Provider under the Agreement.

#### I. County Funds Additional Obligations

Service Provider acknowledges and agrees that MHC has received, and may receive from time to time, funding ("County Funds") from Miami-Dade County, a political subdivision of the State of Florida, having its principal offices at Stephen P. Clark Center, 111 Northwest 1 Street, Suite 2910, Miami, Florida 33128 (the "County"), in support of the Host Committee Activities. Service Provider further acknowledges and agrees that amounts payable to Service Provider under the Agreement may be paid, in whole or in part, directly or indirectly, from such County Funds.

Accordingly, and as a material condition to MHC's engagement of Service Provider and Service Provider's eligibility to receive payment funded (directly or indirectly) by County Funds, Service Provider accepts and agrees that it shall comply with (and shall cause its Representatives to comply with) the Additional Obligations set forth below in this Section of this Schedule C, and that Service Provider's (or its Representatives') failure to comply with any such Additional Obligations constitutes a material breach of the Agreement.

- (a) Reporting: Service Provider shall obtain, maintain and provide to MHC (for delivery by MHC to the County), and shall put in place protocols to ensure it obtains and maintains from all subcontractors, documentation evidencing all services received and purchases and expenditures made in connection with the performance and provision of the Services, including but not limited to, invoices, proof of payment, written contracts and approvals (collectively, "Supporting Documentation"), and Service Provider shall provide copies of all such Supporting Documentation to MHC (for delivery by MHC to the County) promptly after, and in no event later than five (5) business days after, MHC's delivery of a written request therefor.
- (b) Indemnification: Service Provider shall indemnify and hold harmless and defend the County and all of its officers, employees, agents and instrumentalities (collectively, "County Indemnified Party") from and against any and all causes of action, demands, claims, liability, losses or damages, including attorneys' fees, expenses, and costs of defense (collectively, a "County Claim"), which the County Indemnified Party may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by Service Provider or Service Provider's employees, agents, servants, partners principals or subcontractors, except to the extent caused by, arising out of or otherwise resulting from the gross negligence or willful misconduct of the County Indemnified Party. The Service Provider shall pay all claims and losses incurred by such County Indemnified Party in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. In the event an action is brought against the County Indemnified Party, the Service Provider shall defend each County Indemnified Party against each such County Claim by counsel satisfactory to the County or, at County's option, pay for an attorney selected by Miami-Dade County Risk Management Division to defend the County Indemnified Party. The Service Provider expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the Service Provider, shall in no way limit the Service Provider's responsibility to indemnify, keep and save harmless and defend the County and the County Indemnified Party as herein provided; provided, however, that if a County Indemnified Party seeks indemnification for a County Claim hereunder which has been

covered by insurance, then the amount for which the Service Provider shall be liable shall be subject to a corresponding offset.

(c) Insurance: During the Term of the Agreement, the Service Provider shall maintain no less than the insurance coverages set forth below and, as a condition of receiving any County Funds hereunder, Service Provider shall furnish directly to (or to MHC for delivery to) the Office of Management and Budget, Miami-Dade County, c/o Director, Office of Management and Budget, Stephen P. Clark Center, 111 NW 1 Street, Suite 2210, Certificate(s) of Insurance indicating that such insurance coverage has been obtained:

(i) Worker's Compensation Insurance for all Service Provider's employees as required by Florida Statute 440.

(ii) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

(iii) Professional liability insurance, including errors and omissions coverage in an amount not less than \$1,000,000 per occurrence.

(iv) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

i. The company must be rated no less than (i) "B" as to management, (ii) "Class VII" as to Financial Size Category and (iii) "Class V" as to financial strength, by the latest edition of Best's Insurance Guides published by AM Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division, such approval not to be unreasonably withheld, conditioned or delayed.

or

ii. The company must hold a valid Florida Certificate of Authority as shown in the latest List of All Insurance Companies Authorized or Approved to Do Business in Florida, issued by the State of Florida Department of Insurance and must be a member of the Florida Guaranty Fund. Certificates shall indicate that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder.

NOTE: CERTIFICATE HOLDER MUST READ  
MIAMI-DADE COUNTY  
111 NW 1st STREET SUITE 2340  
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Service Provider of its liability and obligations under this Schedule C or under the Agreement.

(d) Conflicts of Interest and Code of Ethics: Service Provider agrees to abide by and be governed by Section 2-11.1 of the Code of Miami-Dade County (The Conflict of Interest and Code of Ethics Ordinances), as amended, which is incorporated herein by reference as is fully set forth herein, in connection with its obligations hereunder.

(e) Civil Rights:

(i) Service Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits

discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that Service Provider must submit an affidavit attesting that it is not in violation of the Acts set forth in this Section I(e) and, if such affidavit is false, then the Agreement shall be voidable by the County.

- (ii) If Service Provider violates any of the Acts set forth in this Section I(e) during the Term of the Agreement, the Agreement shall be voidable by the County, even if Service Provider was not in violation of the applicable Act at the time it submitted its affidavit.
  - (iii) Service Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et. seq. of the County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating the Agreement.
- (f) Prohibited Use of Funds:
- (i) Service Provider shall not utilize County Funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. Service Provider shall not utilize County Funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.
  - (ii) County Funds shall not be used for religious purposes.
  - (iii) Service Provider shall not commingle County Funds provided under the Agreement with funds received from any other funding sources.
- (g) Use of Names and Marks: In conjunction with the rights granted under an agreement by and between MHC and the County (the "County Agreement"), (i) the County granted to MHC a limited, nonassignable, nonexclusive, royalty-free revocable sublicenseable (to subcontractors thereof to the extent necessary to fulfill the Scope of Services (as defined in the County Agreement)) license during the term of the County Agreement to use the County's name, trade name, trademarks and logo as set forth in an attachment to the County Agreement, solely for the purpose of acknowledging its sponsorship of events and activities funded, all or in part, by County Funds, and (ii) subject to the GMSC FIFA Rights and Obligations (as defined in the County Agreement), MHC granted to the County a limited, nonassignable, nonexclusive, royalty-free revocable license during the term of the County Agreement to use MHC's name(s) and logo(s) as set forth in an attachment to the County Agreement solely for any sponsorship, promotional or marketing materials the County may produce in compliance with the applicable GMSC FIFA Rights and Obligations; provided, however, that the license granted in the County Agreement shall not include the right to use the MHC's or FIFA's name(s), logo(s) or other of their respective intellectual property with respect to any merchandise, novelties, or other products without the prior written consent of the MHC or FIFA, as applicable (which may be withheld in its sole discretion), it being acknowledged that the MHC, FIFA or game venue controls all merchandising rights; and provided, further, the license granted herein only allows the County to use the MHC's name(s) and logo(s) in connection with the County's name and the County's logo set forth in an attachment to the County Agreement.

The County acknowledges and agrees that it has no rights to use any intellectual property of FIFA or any other related third-party associated with the World Cup Miami (as defined in the County Agreement). The County and MHC acknowledged and agreed that the licenses granted under the County Agreement transfer no right, title or interest in and to the names, trade names, trademarks and logos (the "Marks") of either party except the limited licenses under the County Agreement, and each agreed not to do or permit to be done any act which could prejudice, affect, impair or destroy the right, title and interest of the other party in and to their respective Marks. Each party represented that it has full right, title (if applicable), and authority to use its Marks as provided for in the County Agreement and agreed that it will not do anything in connection with

the Scope of Services that will bring the other party's Marks into disrepute or in any manner affect the validity of same. Prior to use of the Marks, the County and MHC shall submit all such material to the other party for such other party's prior approval, provided, that, certain additional approvals may be required by FIFA or other related third parties, as applicable. MHC shall advise the County in writing as to those approval requirements. Each party represented and warranted to the other party that its Marks do not infringe any copyrights, trademarks, rights of privacy or any other rights of others. The parties further agreed to use the Marks in identical form to the specimens of the Marks set forth on the applicable attachment to the County Agreement without any alteration therefrom. No license was granted under the County Agreement for the use of the Marks for any purpose other than strictly in accordance with the County Agreement. Additionally, the County agreed that it will not use the Marks or any other benefits obtained in connection with the County Agreement for any sweepstakes, contest or other promotion without the prior express written consent of MHC, which may be withheld in its sole discretion. The parties each acknowledged that the other party is the sole and exclusive owner of, or otherwise has full right and authority to use, such other party's Marks and the goodwill associated with such Marks, acknowledged the validity of the Marks and agreed that it shall not at any time challenge or contest the validity of the Marks or such other party's ownership or right to use of such other party's Marks. Upon any termination or expiration of the County Agreement, each party shall immediately cease all use of the other party's Marks and destroy any documents or materials that contain the other party's Marks, provided, that, MHC and affiliates shall have the right to continue such use for previously approved uses of the Marks for archival and promotional purposes.

- (h) Public Record: Pursuant to Section 119.0701, Florida Statutes, Service Provider shall keep and maintain all records related to the performance of the Services under the Agreement. Upon request from the County, Service Provider shall 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 this chapter or as otherwise provided by law. Service Provider shall ensure that public records related to the performance of the Services under the Agreement 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 and following completion of the Agreement, unless the County requests that Service Provider transfer all such records to the County, at which point Service Provider shall provide the County with all such records and the County will retain the records in accordance with applicable law. Upon completion of the Agreement, Service Provider shall transfer, at no cost, to the County all public records in possession of Service Provider related to the performance of the Services under the Agreement or keep and maintain such public records as required by the County. If Service Provider transfers all such public records to the County upon completion of the Agreement, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Service Provider keeps and maintains such public records upon completion of the Agreement, Service Provider shall meet all applicable requirements for retaining public records. All public records stored electronically by Service Provider must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. Service Provider shall require all third parties with whom it contracts to fulfill the Services under the Agreement to abide by the same public record provisions as set forth herein and shall include this clause in all written contracts with such third parties.

**IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS Salomee Peters AT 305-375-1188, [SZM@MIAMIDADE.GOV](mailto:SZM@MIAMIDADE.GOV), Stephen P. Clark Center, 111 Northwest 1 Street, Suite 2300, Miami, Florida 33128.**

Notwithstanding anything set forth herein to the contrary, any obligation set forth herein, including the indemnification obligations set forth in Section I(b) of this Schedule C, shall apply only to the extent of the Services and utilization of the County Funds nor are they expected to produce reports outlining any expenditure of County Funds beyond those County Funds paid to Service Provider.