

**DISNEY INSTITUTE PROGRAM AGREEMENT**

This Agreement dated as of August 31, 2011 (this "Agreement") confirms the understanding between DISNEY INSTITUTE ("we," "us" or "our") and PALM BEACH COUNTY TAX COLLECTOR ("you" or "your") as to the Disney Institute Program or Programs that we will present to you.

The parties hereby agree as follows:

**I. GENERAL INFORMATION.**

<p><b><u>YOUR CONTACT INFORMATION:</u></b>  REPRESENTATIVE'S NAME: Karen Clarke  TITLE: Group Planner  ORGANIZATION: Palm Beach County Tax Collector  ADDRESS: 301 N. Olive Ave  FL 3  West Palm Beach, FL 33401  PHONE: (561) 355-4271  FAX:  EMAIL: kclarke@pbcgov.org  PROGRAM NAME(S): 90-Minute "Disney's Approach to Quality Service" Presentation  PROGRAM DATE(S): Monday, October 10, 2011</p>	<p><b><u>OUR CONTACT INFORMATION:</u></b>  SALES MANAGER'S NAME: Joanne Recek  TITLE:  ORGANIZATION: Disney Institute  ADDRESS: See Payment Schedule   PHONE: (407) 566-2772  FAX: (407) 566-7676  EMAIL: joanne.s.recek@disney.com  GMR#: G0601229</p>
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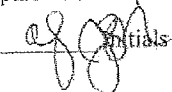
**2. DISNEY INSTITUTE PROGRAM(S).**

2.1 Presentation of Program(s). We or our affiliates will present to you the *Disney Institute* Program or Programs described on Exhibit A hereto (each, a "Program"), subject to the terms and conditions of this Agreement. Each Program will be presented at the location, on the date or dates, and at the time or times shown on such Exhibit A. If, as shown on such Exhibit A, the location for any Program is to be provided by you, you will be responsible for arranging for and providing (at your sole cost and expense) suitable facilities for presentation of the Program at that location. A Disney Institute facilitator will contact you before each Program to confirm logistics. Program facilitators are subject to change by us. You must confirm with us any minimum age or other requirements for each Program and inform your Program attendees of these requirements (generally, no one under 16 years of age is permitted to participate in any *Disney Institute* program).

2.2 Program as Private Event. Each Program is offered to you as a private event to your employees, members and (with our approval) selected other guests. Other individuals may not attend any Program without our prior approval. Accordingly, admission to each Program may not be promoted, advertised, sold or made available to the general public. We may elect to have an observer attend any Program.

2.3 Number of Participants. The estimated number of participants that will attend each Program is specified on Exhibit A hereto. You must provide us with a revised estimate of this number at least 30 days before each Program and confirm to us the number of participants that will attend each Program at least ten days before each Program. In addition, please inquire with us as to the maximum number of participants that may attend each Program and as to any applicable minimums.

2.4 Basic Program Cost; Certain Other Program Requirements. You will pay us the charge specified on Exhibit B hereto (the "Basic Program Cost"), plus any applicable taxes, for presentation of each Program. If and to the extent shown on Exhibit B hereto, you will also be required to reimburse us for certain costs and expenses actually incurred by us in connection with the performance of any Program. In addition, the Basic Program Cost may not include the charges for certain audiovisual, transportation and other requirements for each Program, as more particularly described on such Exhibit B. You agree to obtain these requirements from us or our affiliates or to arrange for third parties to provide you with these requirements, at your sole cost and expense, all as more fully provided on such Exhibit B. You will provide, at your sole cost and expense, all requirements for each Program not provided by us in accordance with such Exhibit B. You agree to keep the Basic Program Cost and other monetary terms of this Agreement confidential. Notwithstanding anything to the contrary contained in this Agreement, you are not prohibited from disclosing the terms and conditions of this Agreement pursuant to a public records request pursuant to State or Federal laws; provided that, before making such disclosure, where

  
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reasonably practicable and to the extent legally permissible, you notify us in writing of such requirement and give us a reasonable opportunity to object to such disclosure.

2.5 Cancellation Policy. You may cancel any Program by giving us at least 30 days' prior written notice. If you cancel any Program less than 30 days in advance, we would incur substantial damages as a result of costs incurred preparing for that Program and as a result of the loss of Program and other related revenue, but the actual amount cannot be determined at this time. Accordingly, if you cancel any Program for any reason less than 30 days in advance (other than by reason of force majeure as provided under the "Force Majeure" Section of the attached Additional Terms and Conditions), you will immediately provide written notice of cancellation to us, and pay to us, together with that notice, as liquidated damages and not as a penalty, a program cancellation fee in an amount equal to 80% of the Basic Program Cost for the presentation of that Program (the "Program Cancellation Fee"), plus any applicable taxes, assuming attendance by the estimated number of participants for that Program. The Program Cancellation Fee for the canceled Program will be reduced by the amount of any deposit that you previously advanced to us pursuant hereto for the canceled Program (and any excess amount advanced to us for the canceled Program that is not applied toward the charges for any other Program will promptly be refunded to you). The parties agree that the Program Cancellation Fee for each canceled Program (i) represents a reasonable method to compensate us for our damages due to the cancellation of that Program, and (ii) is in addition to any applicable reimbursable costs and expenses payable to us for that Program pursuant to the provisions of Exhibit B hereto.

2.6 Payment. You will pay us the Basic Program Cost, reimbursable costs and expenses, and any other amounts due for each Program (as shown on Exhibit B hereto), in accordance with the Payment Schedule attached hereto.

3. OWNERSHIP. All right, title and interest in and to each Program will at all times be and remain vested in us or our affiliates. Neither you nor your participants may, at any time, use any of the written materials used in any Program for your own or your participants' own commercial purpose; copy, distribute or otherwise disclose to any individual or entity whatsoever any of the written materials used in any Program (except as otherwise expressly provided in those materials); or videotape or otherwise record any portion of any Program in audio, video, digital or any other format. You acknowledge and agree that any ideas, business proposals, input or suggestions regarding any Program (or other *Disney Institute* program or other presentation or other item or topic related to us or our affiliates) that is provided to us by you or your participants pursuant to or in connection with any Program (e.g., feedback and comments, etc.) will be deemed non-confidential and non-proprietary and may be used or disclosed by us or our affiliates without liability or compensation.

4. ENTIRE AGREEMENT. This Agreement, including, without limitation, the Additional Terms and Conditions and exhibits hereto (which are an integral part of this Agreement and shall be deemed incorporated into this Agreement to the same extent as if set forth in full in the body hereof), constitutes the entire agreement as to the subject matter of this Agreement and supersedes any and all previous communications, representations or agreements, whether written or oral, between us and you, with respect to such subject matter.

5. SIGNATURE DATE. This Agreement must be signed by an authorized signatory of your organization and sent back and received by us before 5:00 p.m. (Eastern Time) on **Thursday, September 8, 2011**. This date may be extended only if the parties mutually agree in writing to such an extension.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

DISNEY INSTITUTE

By: James Recek  
Joanne Recek  
Senior Sales Manager

By: Kevin Harry  
Kevin Harry  
Senior Sales Director

Date: 9/14/11

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PALM BEACH COUNTY TAX COLLECTOR

By: Anne M. Gannon  
Anne M. Gannon  
Constitutional Tax Collector,  
Palm Beach County, Florida

Date: 9/14/11

Approved as to form and legal sufficiency

By: James M. Brako  
James M. Brako, Esq.  
Tax Collector, Palm Beach County

Date: 9/13/11

## ADDITIONAL TERMS AND CONDITIONS

1. **PROMOTION; COPYRIGHT POLICY.** All promotional and display material with respect to any Program or that refers to or depicts the *Walt Disney World*® Resort or any part thereof or any design, logo, trademark, copyrighted work or symbol of us or any of our parent, subsidiary or other affiliated or related companies (collectively, the "Disney Companies") shall be submitted to us for approval and shall not be used by you or allowed to be used by you without our prior written approval. We may withhold our approval in our sole discretion. Except for such promotional and display materials that we have approved in writing or that have been approved under another written grant or other written license by us or any other Disney Company (including, without limitation, Marvel Enterprises, Inc.), you shall acquire no right under this Agreement to use and shall not use (or allow the use of) the name "Disney Institute" or "Disney" (in each case either alone or in conjunction with or as part of any other word or name), any picture of the *Walt Disney World*® Resort or any part thereof, or any fanciful characters, design, logo, trademark, tradename, copyrighted work or symbol of us or any other Disney Company (including, without limitation, Marvel Enterprises, Inc.) (i) in any of your advertising, publicity or promotions; (ii) to express or imply any endorsement by us or any of the other Disney Companies of your products or services; or (iii) in any other manner whatsoever (whether or not similar to the foregoing). If you fail to strictly comply with the provisions of this paragraph, the Disney Companies will suffer irreparable harm and injury and, accordingly, you agree that this failure will be a material breach that will entitle us to terminate this Agreement (effective upon delivery to you of written notice to that effect from us) and/or obtain injunctive and other equitable relief. The provisions of this paragraph shall be an independent covenant and shall survive the conclusion of any Program or sooner termination of this Agreement or any rights or obligations hereunder.

2. **INDEMNIFICATION.** Subject to the last sentence of this paragraph, you will be fully responsible for, and agree (to the fullest extent permitted by law) to defend (if requested by and with counsel reasonably satisfactory to us), indemnify and hold us and our parent, subsidiary and other related or affiliated companies harmless from and against any liabilities, claims, damages, suits, costs and expenses, including, without limitation, reasonable attorneys' fees and costs up through and including any appeal, arising out of or in connection with the use of the facilities and audiovisual equipment provided for any Program; any death, personal injury or property damage incurred by any persons attending any Program; any negligent act or omission or willful misconduct of you or your employees, contractors, subcontractors or Program attendees in connection with any Program or this Agreement; or any failure of you to comply with the representations, warranties, covenants or agreements made by you under this Agreement. The provisions of this paragraph shall be an independent covenant and shall survive the conclusion of any Program or sooner termination of this Agreement or any rights or obligations hereunder. Nothing contained herein, however, shall be deemed as a waiver of any statutory right of sovereign immunity to which you are entitled under applicable law.

3. **INSURANCE.** You shall maintain at all times during any Program (i) commercial general liability insurance (including contractual and product liability) with maximum limits of U.S. \$ 100,000 per person and U.S. \$ 200,000 per occurrence pursuant to Florida Statute Section 768.28, protecting you and us and our parent, subsidiary and other affiliated or related companies, and the officers, directors, agents, employees and assigns of each of the foregoing, from claims for personal injury, bodily injury (including, without limitation, death) and property damage that may arise from or in connection with any Program (or from or out of any act or omission of you or your officers, directors, agents, employees, contractors or subcontractors); and (ii) Workers' Compensation Insurance and Employer's Liability Insurance as required by applicable law.

4. **SECURITY.** Neither we nor any of our affiliates or employees will assume responsibility for damage or loss of any merchandise, articles or personal property of you or any of your employees, contractors or agents brought into any Program venue or for any item left unattended.

5. **GOVERNING LAW ET. AL.** This Agreement shall be governed by the laws of the State of Florida without giving effect to any conflict of laws provisions thereof. The parties hereby expressly waive the right to a jury trial in any litigation arising out of or in connection with this Agreement.

6. **INDEPENDENT CONTRACTOR.** We shall perform the services required hereunder as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant or franchisor and franchisee between the parties hereto or any affiliates thereof, or to provide either party with the right, power or authority, express or implied, to create any duty or obligation on behalf of the other party.

7. **FORCE MAJEURE.** If the performance by either party of any obligation hereunder (other than any payment obligation) is directly delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, acts of God, war, civil disturbances, accidents, shortage of supplies or labor disputes, but excluding, if you are booking the Program for a third party, any cause within the control of that third party), it will be relieved of performance of such obligation to the extent such performance is directly so delayed or prevented, without liability of any kind. Nothing contained in this Agreement will be construed as requiring either party to accede to any demands of labor or labor unions, suppliers or other entities which it considers unreasonable.

8. **ASSIGNMENT; WAIVER AND MODIFICATION.** You may not assign or transfer this Agreement or any interest herein (including, without limitation, rights and duties of performance), nor shall the same be assignable by operation of law, without our prior written consent in our sole discretion. No provision of this Agreement may be waived or modified except by a written instrument signed by both of the parties. In addition, the parties acknowledge and agree that, if and to the extent you furnish us with a separate purchase order for any Program, acceptance by us of any such purchase order will be only as an accommodation to you to satisfy your internal

  
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## ADDITIONAL TERMS AND CONDITIONS (Continued)

requirements, and neither any such purchase order nor any preprinted or other terms or conditions contained thereon will have any force or effect or shall modify or otherwise amend any of the terms or provisions of this Agreement.

9. **ENGLISH LANGUAGE.** The Programs will be presented in English and all of our program materials (presentation slides or workbooks) for each Program will be in English. Should you wish to arrange for an interpreter to simultaneously translate any of the Programs into another language, you may do so, at your sole cost and expense, provided that you notify us of such arrangements. In addition, if you need our program materials for any Program (presentation slides or workbooks) translated into another language, you will need to contact us about pricing and the time required for us to engage a vendor and deliver our program materials so translated to you before that Program.

10. **CERTAIN PAYMENT POLICIES.** Notwithstanding anything to the contrary contained in this Agreement, if at any time we reasonably determine that there has been a material adverse change in your financial condition or if you fail to pay any amounts you owe us or any of our affiliates under this Agreement or any other agreement between you and us (or our affiliates) within three business days after the date when due, then we reserve the right to require that you pay to us, within 30 days of our request (but in no event later than the first date of any Program), 100% of the amounts that we estimate will be charged to you in connection with that Program. In addition, if you fail to make any payment to us within three days after the date when due, you will pay us a late payment charge on the unpaid balance at the rate of 1½% per month or the maximum rate allowed by law, whichever is less.

11. **DEFAULT; DAMAGES.** If you fail to make any payment to us or otherwise perform any of your obligations under this Agreement or any other agreement between us and you, we may terminate this Agreement (and as a consequence terminate all of our obligations hereunder) by giving you written notice. In such event, you will be liable to pay us, thirty (30) days after you receive our written notice of termination, any cancellation fees provided for in this Agreement (to the same extent as if you had canceled the Program or Programs not theretofore presented). Except to the extent this Agreement provides for liquidated damages, any right or remedy we may have under this Agreement is in addition to any other right or remedy we may have under this Agreement or at law or in equity. As a material consideration to us for entering into this Agreement, in no event will we or any of our affiliates or our or their respective employees or agents be liable to you or your attendees for any non-economic, incidental, indirect, special, consequential or punitive damages arising out of or relating to this Agreement or any Program, whether in contract, tort or otherwise (including, without limitation, under any indemnification provisions hereof), even if we have been advised of the possibility thereof; provided that this limitation on damages shall not prevent you from seeking damages as provided by law based on our willful or intentional misconduct. Each party acknowledges and agrees that no promise, guaranty, representation or warranty of any kind or nature whatsoever is made as to the success or failure of any Program on your or any other individual's or entity's business.

12. **NO FINDERS' FEES.** Except as otherwise provided herein, you represent and warrant that you have not (i) used any meeting planner, finder or other third party, or (ii) incurred any liability for any finders' fee or commissions or similar payments to any third party in connection with this Agreement.

13. **PRICES AND CURRENCY AMOUNTS; DATES AND TIMES.** All prices and other currency amounts used in this Agreement are in United States dollars and all payments are to be made in United States dollars unless expressly stated to the contrary. All days are calendar days unless otherwise specified.

  
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EXHIBIT A

PROGRAM (S)

<u>PROGRAM NAME</u>	<u>DATE AND TIME</u>	<u>LOCATION</u>	<u>NO. OF PARTICIPANTS PER PROGRAM</u>			<u>NO. OF FACILITATOR(S) PER PROGRAM</u>
			<u>EST</u>	<u>MIN</u>	<u>MAX</u>	
90-Minute "Disney's Approach to Quality Service" Presentation	Monday, October 10, 2011 Time: TBD	Palm Beach, FL	285	10	Cap of Venue	1

You acknowledge that the location for each Program shown above is not owned and operated by us. You will be responsible for arranging for and providing (at your sole cost and expense) suitable facilities for presentation of each Program at that Program location. You will ensure that the location for each Program is available at least one hour in advance for (i) setup of a laptop (provided by us) for the Disney Institute facilitator(s), (ii) distribution of our program materials (if applicable), and (iii) an audiovisual check.

Program Description

Quality Service showcases how Disney is able to understand the psychographics and demographics of Guests' needs, using a sound service infrastructure, ongoing research, and quality service standards that exceed Guests' expectations. Discover how attention to detail creates a consistent, world-class service environment for both employees and consumers.

ADDITIONAL PROGRAM NOTES

You must confirm with us any minimum age or other requirements for each Program (generally, no one under 16 years of age is permitted to participate in any Disney Institute program). You are responsible for informing your participants of the minimum age or other requirements for each Program.

- Please notify us of any Program participants with special needs.

  
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EXHIBIT B

**90-MINUTE "DISNEY'S APPROACH TO QUALITY SERVICE" PRESENTATION  
PROGRAM COST**

**Basic Program Cost**

The Basic Program Cost (i.e., the cost for presentation) of this Program is \$11,300.00, regardless of the number of participants.

The Basic Program Cost for this Program includes the following:

- Program Facilitator(s)
- Delivery of Program
- Program Materials
- Program Coordination and Logistics
- Facilitator travel costs and expenses

The Basic Program Cost for this Program does not include the costs for any other items, such as the following:

- Audiovisual requirements for the Program (see below)
- Food and beverage, as desired

**Audiovisual Requirements**

Below is a list of the minimum audiovisual equipment required for each day of this Program. You will be responsible for providing this equipment; setting it up so that it is ready to be used each such day at least one hour before the start of this Program; ensuring that it remains fully functional throughout this Program; and removing this equipment upon conclusion of this Program, all at your sole cost and expense. The Basic Program Cost does not include the costs associated with these audiovisual requirements.

**90 Minute Professional Development (based on up to 300 Program participants - If the number of participants in the Program exceeds this amount, please contact us to confirm the additional audiovisual equipment required to be provided by you for the increased number of participants.)**

- (1) Wireless Lavalier Mic
- (1) Wireless Handheld Mic
- 4 Channel Mixer
- MP3 Player Audio Interface (for use with MP3 Player provided by Disney Institute)
- LCD Projector (4K Lumens)
- SVGA Cable
- Computer Audio Interface
- 9' x 12' FastFold Screen

\*Rear screen projection and dress kit preferred.

**Meals and Other Food and Beverage**

The Basic Program Cost of this Program does not include costs associated with any meals or other food and beverage that you might want to provide for your Program participants. If you will be providing any meals or other food and beverage for Program participants during this Program or immediately before or after it, you agree to provide and pay for those same meals and other food and beverage for the Disney Institute facilitator(s) for this Program. If the location for this Program is to be provided by us, meals or other food or beverage must be booked separately with us. Please contact us to check availability and pricing.

**PAYMENT SCHEDULE**

  
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**PAYMENT SCHEDULE (Continued)**

<b>Date:</b> As of August 31, 2011	<b>Client Name:</b> Karen Clarke
<b>Invoice #:</b> G0601229	<b>Sales Manager:</b> Joanne Recek
<b>Event Date(s):</b> Monday, October 10, 2011	<b>Payment Method:</b> Credit card, cashier's check, personal check, company check, or wire or ACH transfer as outlined below. If paying by check, please make your check payable to "Disney Destinations, LLC" (Receiving Agent for Disney Institute)
<b>To:</b> Karen Clarke Group Planner Palm Beach County Tax Collector 301 N Olive Ave FL 3 West Palm Beach, FL 33401	<b>Bill To:</b> Karen Clarke Group Planner Palm Beach County Tax Collector 301 N Olive Ave FL 3 West Palm Beach, FL 33401

<b>Date</b>	<b>Payment</b>
Within 30 days after this Agreement is signed (but in no event later than 7 days before the start of each Program)	You will pay to us a deposit for this Program in the amount of \$3,000.00. Balance of \$8,300.00 due within 10 days after presentation of this Program.

Within 30 days after you receive our invoice for each Program	You will pay us any charges on that invoice not previously invoiced or paid.
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**IMPORTANT FOR ALL PAYMENT METHODS:** Please include your **Organization Name, Group Booking Number (GMR #G0601229), and "For DI Prgm"**

**Mailing Address**

Joanne Recek  
Disney Institute  
PO Box 10000  
220 Celebration, 3rd Floor  
Lake Buena Vista, FL 32830

**Overnight Courier Address**

Joanne Recek  
Disney Institute  
220 Celebration Place, 3rd Floor  
Celebration, FL 34747  
Phone: (407) 566-2772

**Wire or ACH Transfer Information**  
**(subject to change by us)**

**IMPORTANT:** Please include your Organization Name, Group Booking Number (G0601229), and "For DI Prgm"  
Federal Tax ID Number: 59-3608084

Bank of America  
100 West 33rd Street  
New York, NY 10001  
ABA Number for Wire Payment: 026009593  
ABA Number for ACH Payment: 122000030  
SWIFT Address: BOFAUS3N  
Account Number: 1235301108  
Amount in U.S. Funds  
Payable to: Disney Destinations, LLC  
(Receiving Agent for Disney Institute)

**CREDIT CARD AUTHORIZATION**

- Disney Reward® Visa® Card  Visa®  MasterCard  JCB Credit Card  
 American Express®  Discover®  Diners Club International®

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Signatory Name: \_\_\_\_\_

I, \_\_\_\_\_, irrevocably give Disney Destinations, LLC. authorization to charge \$ \_\_\_\_\_, to the above credit card.

This is to be applied to the:

**Group Name: DI Palm Beach County Tax Collector 2011**

**Group Master Number: G0601229**

**Date: October 10, 2011**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Billing Phone Number: \_\_\_\_\_

Billing Email Address: \_\_\_\_\_

Should additional monies be owed, I authorize Disney Destinations, LLC. to charge the balance to the above credit card.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return this form by fax to (407-566-7676).



**DISNEY INSTITUTE PROGRAM AGREEMENT**

This Agreement dated as of August 31, 2011 (this "Agreement") confirms the understanding between DISNEY INSTITUTE ("we," "us" or "our") and PALM BEACH COUNTY TAX COLLECTOR ("you" or "your") as to the Disney Institute Program or Programs that we will present to you.

The parties hereby agree as follows:

**1. GENERAL INFORMATION.**

<p><b><u>YOUR CONTACT INFORMATION:</u></b>  REPRESENTATIVE'S NAME: Karen Clarke  TITLE: Group Planner  ORGANIZATION: Palm Beach County Tax Collector  ADDRESS: 301 N. Olive Ave  FL 3  West Palm Beach, FL 33401  PHONE: (561) 355-4271  FAX:  EMAIL: kclarke@pbcgov.org  PROGRAM NAME(S): 90-Minute "Disney's Approach to Quality Service" Presentation  PROGRAM DATE(S): Monday, October 10, 2011</p>	<p><b><u>OUR CONTACT INFORMATION:</u></b>  SALES MANAGER'S NAME: Joanne Recek  TITLE:  ORGANIZATION: Disney Institute  ADDRESS: See Payment Schedule   PHONE: (407) 566-2772  FAX: (407) 566-7676  EMAIL: joanne.s.recek@disney.com  GMR#: G0601229</p>
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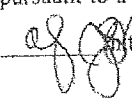
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reasonably practicable and to the extent legally permissible, you notify us in writing of such requirement and give us a reasonable opportunity to object to such disclosure.

2.5 Cancellation Policy. You may cancel any Program by giving us at least 30 days' prior written notice. If you cancel any Program less than 30 days in advance, we would incur substantial damages as a result of costs incurred preparing for that Program and as a result of the loss of Program and other related revenue, but the actual amount cannot be determined at this time. Accordingly, if you cancel any Program for any reason less than 30 days in advance (other than by reason of force majeure as provided under the "Force Majeure" Section of the attached Additional Terms and Conditions), you will immediately provide written notice of cancellation to us, and pay to us, together with that notice, as liquidated damages and not as a penalty, a program cancellation fee in an amount equal to 80% of the Basic Program Cost for the presentation of that Program (the "Program Cancellation Fee"), plus any applicable taxes, assuming attendance by the estimated number of participants for that Program. The Program Cancellation Fee for the canceled Program will be reduced by the amount of any deposit that you previously advanced to us pursuant hereto for the canceled Program (and any excess amount advanced to us for the canceled Program that is not applied toward the charges for any other Program will promptly be refunded to you). The parties agree that the Program Cancellation Fee for each canceled Program (i) represents a reasonable method to compensate us for our damages due to the cancellation of that Program, and (ii) is in addition to any applicable reimbursable costs and expenses payable to us for that Program pursuant to the provisions of Exhibit B hereto.

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3. OWNERSHIP. All right, title and interest in and to each Program will at all times be and remain vested in us or our affiliates. Neither you nor your participants may, at any time, use any of the written materials used in any Program for your own or your participants' own commercial purpose; copy, distribute or otherwise disclose to any individual or entity whatsoever any of the written materials used in any Program (except as otherwise expressly provided in those materials); or videotape or otherwise record any portion of any Program in audio, video, digital or any other format. You acknowledge and agree that any ideas, business proposals, input or suggestions regarding any Program (or other *Disney Institute* program or other presentation or other item or topic related to us or our affiliates) that is provided to us by you or your participants pursuant to or in connection with any Program (e.g., feedback and comments, etc.) will be deemed non-confidential and non-proprietary and may be used or disclosed by us or our affiliates without liability or compensation.

4. ENTIRE AGREEMENT. This Agreement, including, without limitation, the Additional Terms and Conditions and exhibits hereto (which are an integral part of this Agreement and shall be deemed incorporated into this Agreement to the same extent as if set forth in full in the body hereof), constitutes the entire agreement as to the subject matter of this Agreement and supersedes any and all previous communications, representations or agreements, whether written or oral, between us and you, with respect to such subject matter.

5. SIGNATURE DATE. This Agreement must be signed by an authorized signatory of your organization and sent back and received by us before 5:00 p.m. (Eastern Time) on **Thursday, September 8, 2011**. This date may be extended only if the parties mutually agree in writing to such an extension.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

DISNEY INSTITUTE

PALM BEACH COUNTY TAX COLLECTOR

By: Joanne Recek  
Joanne Recek  
Senior Sales Manager

By: Anne M. Gannon  
Anne M. Gannon  
Constitutional Tax Collector,  
Palm Beach County, Florida

By: Kevin Harry  
Kevin Harry  
Senior Sales Director

Date: 9/14/11

Date: 9/13/11

Approved as to form and legal sufficiency

By: James M. Brako  
James M. Brako  
Counsel  
Tax Collector, Palm Beach County

Joanne Recek  
Initials

Date: 9/13/11

## ADDITIONAL TERMS AND CONDITIONS

1. **PROMOTION; COPYRIGHT POLICY.** All promotional and display material with respect to any Program or that refers to or depicts the *Walt Disney World*® Resort or any part thereof or any design, logo, trademark, copyrighted work or symbol of us or any of our parent, subsidiary or other affiliated or related companies (collectively, the "Disney Companies") shall be submitted to us for approval and shall not be used by you or allowed to be used by you without our prior written approval. We may withhold our approval in our sole discretion. Except for such promotional and display materials that we have approved in writing or that have been approved under another written grant or other written license by us or any other Disney Company (including, without limitation, Marvel Enterprises, Inc.), you shall acquire no right under this Agreement to use and shall not use (or allow the use of) the name "Disney Institute" or "Disney" (in each case either alone or in conjunction with or as part of any other word or name), any picture of the *Walt Disney World*® Resort or any part thereof, or any fanciful characters, design, logo, trademark, tradename, copyrighted work or symbol of us or any other Disney Company (including, without limitation, Marvel Enterprises, Inc.) (i) in any of your advertising, publicity or promotions; (ii) to express or imply any endorsement by us or any of the other Disney Companies of your products or services; or (iii) in any other manner whatsoever (whether or not similar to the foregoing). If you fail to strictly comply with the provisions of this paragraph, the Disney Companies will suffer irreparable harm and injury and, accordingly, you agree that this failure will be a material breach that will entitle us to terminate this Agreement (effective upon delivery to you of written notice to that effect from us) and/or obtain injunctive and other equitable relief. The provisions of this paragraph shall be an independent covenant and shall survive the conclusion of any Program or sooner termination of this Agreement or any rights or obligations hereunder.

2. **INDEMNIFICATION.** Subject to the last sentence of this paragraph, you will be fully responsible for, and agree (to the fullest extent permitted by law) to defend (if requested by and with counsel reasonably satisfactory to us), indemnify and hold us and our parent, subsidiary and other related or affiliated companies harmless from and against any liabilities, claims, damages, suits, costs and expenses, including, without limitation, reasonable attorneys' fees and costs up through and including any appeal, arising out of or in connection with the use of the facilities and audiovisual equipment provided for any Program; any death, personal injury or property damage incurred by any persons attending any Program; any negligent act or omission or willful misconduct of you or your employees, contractors, subcontractors or Program attendees in connection with any Program or this Agreement; or any failure of you to comply with the representations, warranties, covenants or agreements made by you under this Agreement. The provisions of this paragraph shall be an independent covenant and shall survive the conclusion of any Program or sooner termination of this Agreement or any rights or obligations hereunder. Nothing contained herein, however, shall be deemed as a waiver of any statutory right of sovereign immunity to which you are entitled under applicable law.

3. **INSURANCE.** You shall maintain at all times during any Program (i) commercial general liability insurance (including contractual and product liability) with maximum limits of U.S. \$ 100,000 per person and U.S. \$ 200,000 per occurrence pursuant to Florida Statute Section 768.28, protecting you and us and our parent, subsidiary and other affiliated or related companies, and the officers, directors, agents, employees and assigns of each of the foregoing, from claims for personal injury, bodily injury (including, without limitation, death) and property damage that may arise from or in connection with any Program (or from or out of any act or omission of you or your officers, directors, agents, employees, contractors or subcontractors); and (ii) Workers' Compensation Insurance and Employer's Liability Insurance as required by applicable law.

4. **SECURITY.** Neither we nor any of our affiliates or employees will assume responsibility for damage or loss of any merchandise, articles or personal property of you or any of your employees, contractors or agents brought into any Program venue or for any item left unattended.

5. **GOVERNING LAW ET. AL.** This Agreement shall be governed by the laws of the State of Florida without giving effect to any conflict of laws provisions thereof. The parties hereby expressly waive the right to a jury trial in any litigation arising out of or in connection with this Agreement.

6. **INDEPENDENT CONTRACTOR.** We shall perform the services required hereunder as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant or franchisor and franchisee between the parties hereto or any affiliates thereof, or to provide either party with the right, power or authority, express or implied, to create any duty or obligation on behalf of the other party.

7. **FORCE MAJEURE.** If the performance by either party of any obligation hereunder (other than any payment obligation) is directly delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, acts of God, war, civil disturbances, accidents, shortage of supplies or labor disputes, but excluding, if you are booking the Program for a third party, any cause within the control of that third party), it will be relieved of performance of such obligation to the extent such performance is directly so delayed or prevented, without liability of any kind. Nothing contained in this Agreement will be construed as requiring either party to accede to any demands of labor or labor unions, suppliers or other entities which it considers unreasonable.

8. **ASSIGNMENT; WAIVER AND MODIFICATION.** You may not assign or transfer this Agreement or any interest herein (including, without limitation, rights and duties of performance), nor shall the same be assignable by operation of law, without our prior written consent in our sole discretion. No provision of this Agreement may be waived or modified except by a written instrument signed by both of the parties. In addition, the parties acknowledge and agree that, if and to the extent you furnish us with a separate purchase order for any Program, acceptance by us of any such purchase order will be only as an accommodation to you to satisfy your internal

  
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## ADDITIONAL TERMS AND CONDITIONS (Continued)

requirements, and neither any such purchase order nor any preprinted or other terms or conditions contained thereon will have any force or effect or shall modify or otherwise amend any of the terms or provisions of this Agreement.

9. **ENGLISH LANGUAGE.** The Programs will be presented in English and all of our program materials (presentation slides or workbooks) for each Program will be in English. Should you wish to arrange for an interpreter to simultaneously translate any of the Programs into another language, you may do so, at your sole cost and expense, provided that you notify us of such arrangements. In addition, if you need our program materials for any Program (presentation slides or workbooks) translated into another language, you will need to contact us about pricing and the time required for us to engage a vendor and deliver our program materials so translated to you before that Program.

10. **CERTAIN PAYMENT POLICIES.** Notwithstanding anything to the contrary contained in this Agreement, if at any time we reasonably determine that there has been a material adverse change in your financial condition or if you fail to pay any amounts you owe us or any of our affiliates under this Agreement or any other agreement between you and us (or our affiliates) within three business days after the date when due, then we reserve the right to require that you pay to us, within 30 days of our request (but in no event later than the first date of any Program), 100% of the amounts that we estimate will be charged to you in connection with that Program. In addition, if you fail to make any payment to us within three days after the date when due, you will pay us a late payment charge on the unpaid balance at the rate of 1½% per month or the maximum rate allowed by law, whichever is less.

11. **DEFAULT; DAMAGES.** If you fail to make any payment to us or otherwise perform any of your obligations under this Agreement or any other agreement between us and you, we may terminate this Agreement (and as a consequence terminate all of our obligations hereunder) by giving you written notice. In such event, you will be liable to pay us, thirty (30) days after you receive our written notice of termination, any cancellation fees provided for in this Agreement (to the same extent as if you had canceled the Program or Programs not theretofore presented). Except to the extent this Agreement provides for liquidated damages, any right or remedy we may have under this Agreement is in addition to any other right or remedy we may have under this Agreement or at law or in equity. As a material consideration to us for entering into this Agreement, in no event will we or any of our affiliates or our or their respective employees or agents be liable to you or your attendees for any non-economic, incidental, indirect, special, consequential or punitive damages arising out of or relating to this Agreement or any Program, whether in contract, tort or otherwise (including, without limitation, under any indemnification provisions hereof), even if we have been advised of the possibility thereof; provided that this limitation on damages shall not prevent you from seeking damages as provided by law based on our willful or intentional misconduct. Each party acknowledges and agrees that no promise, guaranty, representation or warranty of any kind or nature whatsoever is made as to the success or failure of any Program on your or any other individual's or entity's business.

12. **NO FINDERS' FEES.** Except as otherwise provided herein, you represent and warrant that you have not (i) used any meeting planner, finder or other third party, or (ii) incurred any liability for any finders' fee or commissions or similar payments to any third party in connection with this Agreement.

13. **PRICES AND CURRENCY AMOUNTS; DATES AND TIMES.** All prices and other currency amounts used in this Agreement are in United States dollars and all payments are to be made in United States dollars unless expressly stated to the contrary. All days are calendar days unless otherwise specified.

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EXHIBIT A

PROGRAM (S)

<u>PROGRAM NAME</u>	<u>DATE AND TIME</u>	<u>LOCATION</u>	<u>NO. OF PARTICIPANTS PER PROGRAM</u>			<u>NO. OF FACILITATOR(S) PER PROGRAM</u>
			<u>EST</u>	<u>MIN</u>	<u>MAX</u>	
90-Minute "Disney's Approach to Quality Service" Presentation	Monday, October 10, 2011 Time: TBD	Palm Beach, FL	285	10	Cap of Venue	1

You acknowledge that the location for each Program shown above is not owned and operated by us. You will be responsible for arranging for and providing (at your sole cost and expense) suitable facilities for presentation of each Program at that Program location. You will ensure that the location for each Program is available at least one hour in advance for (i) setup of a laptop (provided by us) for the Disney Institute facilitator(s), (ii) distribution of our program materials (if applicable), and (iii) an audiovisual check.

Program Description

Quality Service showcases how Disney is able to understand the psychographics and demographics of Guests' needs, using a sound service infrastructure, ongoing research, and quality service standards that exceed Guests' expectations. Discover how attention to detail creates a consistent, world-class service environment for both employees and consumers.

ADDITIONAL PROGRAM NOTES

You must confirm with us any minimum age or other requirements for each Program (generally, no one under 16 years of age is permitted to participate in any Disney Institute program). You are responsible for informing your participants of the minimum age or other requirements for each Program.

- Please notify us of any Program participants with special needs.

  
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EXHIBIT B

**90-MINUTE "DISNEY'S APPROACH TO QUALITY SERVICE" PRESENTATION  
PROGRAM COST**

**Basic Program Cost**

The Basic Program Cost (i.e., the cost for presentation) of this Program is \$11,300.00, regardless of the number of participants.

The Basic Program Cost for this Program includes the following:

- Program Facilitator(s)
- Delivery of Program
- Program Materials
- Program Coordination and Logistics
- Facilitator travel costs and expenses

The Basic Program Cost for this Program does not include the costs for any other items, such as the following:

- Audiovisual requirements for the Program (see below)
- Food and beverage, as desired

**Audiovisual Requirements**

Below is a list of the minimum audiovisual equipment required for each day of this Program. You will be responsible for providing this equipment; setting it up so that it is ready to be used each such day at least one hour before the start of this Program; ensuring that it remains fully functional throughout this Program; and removing this equipment upon conclusion of this Program, all at your sole cost and expense. The Basic Program Cost does not include the costs associated with these audiovisual requirements.

**90 Minute Professional Development (based on up to 300 Program participants - If the number of participants in the Program exceeds this amount, please contact us to confirm the additional audiovisual equipment required to be provided by you for the increased number of participants.)**

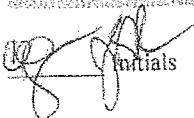
- (1) Wireless Lavalier Mic
- (1) Wireless Handheld Mic
- 4 Channel Mixer
- MP3 Player Audio Interface (for use with MP3 Player provided by Disney Institute)
- LCD Projector (4k Lumens)
- SVGA Cable
- Computer Audio Interface
- 9' x 12' FastFold Screen

\* Rear screen projection and dress kit preferred.

**Meals and Other Food and Beverage**

The Basic Program Cost of this Program does not include costs associated with any meals or other food and beverage that you might want to provide for your Program participants. If you will be providing any meals or other food and beverage for Program participants during this Program or immediately before or after it, you agree to provide and pay for those same meals and other food and beverage for the Disney Institute facilitator(s) for this Program. If the location for this Program is to be provided by us, meals or other food or beverage must be booked separately with us. Please contact us to check availability and pricing.

**PAYMENT SCHEDULE**

  
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**PAYMENT SCHEDULE (Continued)**

<b>Date:</b> As of August 31, 2011	<b>Client Name:</b> Karen Clarke
<b>Invoice #:</b> G0601229	<b>Sales Manager:</b> Joanne Recek
<b>Event Date(s):</b> Monday, October 10, 2011	<b>Payment Method:</b> Credit card, cashier's check, personal check, company check, or wire or ACH transfer as outlined below. If paying by check, please make your check payable to "Disney Destinations, LLC" (Receiving Agent for Disney Institute)
<b>To:</b> Karen Clarke Group Planner Palm Beach County Tax Collector 301 N Olive Ave FL 3 West Palm Beach, FL 33401	<b>Bill To:</b> Karen Clarke Group Planner Palm Beach County Tax Collector 301 N Olive Ave FL 3 West Palm Beach, FL 33401

<b>Date</b>	<b>Payment</b>
Within 30 days after this Agreement is signed (but in no event later than 7 days before the start of each Program)	You will pay to us a deposit for this Program in the amount of \$3,000.00. Balance of \$8,300.00 due within 10 days after presentation of this Program.

Within 30 days after you receive our invoice for each Program	You will pay us any charges on that invoice not previously invoiced or paid.
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**IMPORTANT FOR ALL PAYMENT METHODS: Please include your Organization Name, Group Booking Number (GMR #G0601229), and "For DI Prgm"**

**Mailing Address**

Joanne Recek  
Disney Institute  
PO Box 10000  
220 Celebration, 3rd Floor  
Lake Buena Vista, FL 32830

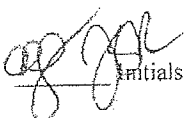
**Overnight Courier Address**

Joanne Recek  
Disney Institute  
220 Celebration Place, 3rd Floor  
Celebration, FL 34747  
Phone: (407) 566-2772

**Wire or ACH Transfer Information (subject to change by us)**

**IMPORTANT:** Please include your Organization Name, Group Booking Number (G0601229), and "For DI Prgm"  
Federal Tax ID Number: 59-3608084

Bank of America  
100 West 33rd Street  
New York, NY 10001  
ABA Number for Wire Payment: 026009593  
ABA Number for ACH Payment: 122000030  
SWIFT Address: BOFAUS3N  
Account Number: 1235301108  
Amount in U.S. Funds  
Payable to: Disney Destinations, LLC  
(Receiving Agent for Disney Institute)

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## CREDIT CARD AUTHORIZATION

Disney Reward® Visa® Card  Visa®  MasterCard  JCB Credit Card  
 American Express®  Discover®  Diners Club International®

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Signatory Name: \_\_\_\_\_

I, \_\_\_\_\_, irrevocably give Disney Destinations, LLC.  
authorization to charge \$ \_\_\_\_\_, to the above credit card.

This is to be applied to the:

**Group Name: DI Palm Beach County Tax Collector 2011**

**Group Master Number: G0601229**

**Date: October 10, 2011**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Billing Phone Number: \_\_\_\_\_

Billing Email Address: \_\_\_\_\_

Should additional monies be owed, I authorize Disney Destinations, LLC. to charge  
the balance to the above credit card.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return this form by fax to (407-566-7676).