Rizzetta & Company

Heritage Landing
Community Development District

Board of Supervisors' Meeting
July 9, 2020

District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084

www.heritagelandingcdd.org

HERITAGE LANDING
COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32084

Board of Supervisors	Timothy Fleming	Chairman
	Alan Fernandez	Vice Chairman
	Robert Och	Assistant Secretary
	Achara Tarfa	Assistant Secretary
	Michael Taylor	Assistant Secretary
District Manager	Melissa Dobbins	Rizzetta & Company, Inc.
District Counsel	Wes Haber	Hopping Green & Sams, P.A.
District Engineer	Scott Lockwood	England-Thims & Miller, Inc.

All cellular phones must be placed on mute while in the meeting room.

The first section of the meeting is called Public Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. Individuals are limited to a total of three (3) minutes to make comments at this times.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/ workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or
1-800-955-8771 (TTY)
1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 2806 N. FIFTH STREET • UNIT 403 • ST AUGUSTINE, FL 32084 • 904-436-6270
www.heritagelandingcdd.org

July 02, 2020

Board of Supervisors
Heritage Landing Community
Development District

Dear Board Members:

AGENDA

The regular **meeting** of the Board of Supervisors of the Heritage Landing Community Development District will be held on **Thursday, July 9, 2020 at 10:00 a.m.** held via teleconference at 1-929-205-6099 ID# 563 862 7540, *pursuant to Executive Orders 20-52, 20-69, 20-123 and 20-150, issued by Governor DeSantis on, respectively, and pursuant to Section 120.54(5)(b)2, Florida Statutes.* The following is the agenda for this meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENTS**
3. **BUSINESS ADMINISTRATION**
   - A. Consideration of the Board of Supervisors' Regular Meeting Minutes held on June 11, 2020.....Tab 1
   - B. Ratification of the Operation and Maintenance Expenditures for May 2020.....Tab 2
4. **STAFF REPORTS**
   - A. District Counsel
   - B. District Engineer
   - C. Security Update
     1.) Giddens Security Report, July 9, 2020.....Tab 3
   - D. Landscape and Maintenance
     1.) BrightView Landscape Report, June 2020.....Tab 4
   - E. Amenity Center and Field Maintenance
     1.) Field Maintenance Manager Report June 29, 2020.....Tab 5
   - F. District Manager
5. **BUSINESS ITEMS**
   - A. Consideration of Amendments to Resolution 2014-14 Regarding Support and Legal Defense of Board Members
   - B. Discussions on Teen Recreation Options
   - C. Update Regarding COVID-19 and District Amenities
   - D. *Consideration of Proposal for Synergy Camera Replacement at Tennis Courts (Under Separate Cover)*
   - E. Consideration of Agreement with ASCAP and Heritage Landing CDD.....Tab 6
   - F. Consideration of Proposal for Lifestyle Services.....Tab 7
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very truly yours,

Melissa Dobbins

Melissa Dobbins
Heritage Landing Community Development District

CALL TO ORDER / ROLL CALL

PUBLIC COMMENTS

BUSINESS ADMINISTRATION

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Heritage Landing Community Development District was held on Thursday, June 11, 2020 at 10:00 a.m. held via teleconference at 1-929-205-6099 ID # 563 862 7540, pursuant to Executive Orders 20-52, 20-69 and 20-123, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the agenda for this meeting.

Present and constituting a quorum:

Timothy Fleming	**Board Supervisor, Chairman**
Alan Fernandez	**Board Supervisor, Vice Chairman**
Robert Och	**Board Supervisor, Assistant Secretary**
Achara Tarfa	**Board Supervisor, Assistant Secretary**
Michael Taylor	**Board Supervisor, Assistant Secretary**

Also present were:

Melissa Dobbins	**District Manager, Rizzetta & Company, Inc.**
Wes Haber	**District Counsel, Hopping Green & Sams, P.A.**
Scott Lockwood	**District Engineer, England-Thims & Miller**
Jacqueline Naumann	**Facility Manager, Vesta Property Services**
Lourens Erasmus	**Field Operations Manager, Vesta Property Services**
Dan Fagen	**Director of Operations, Vesta Property Services**
Billy Buerki	**Representative, BrightView Landscaping**
Joshua Potts	**Representative, Giddens Security**
Public via Teleconference	**Present**

FIRST ORDER OF BUSINESS **Call to Order**

Mr. Fernandez called the meeting to order at 10:05 a.m. and read the roll call.

SECOND ORDER OF BUSINESS **Public Comments**

Ms. Dobbins opened up each phone line for individual comments.

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THIRD ORDER OF BUSINESS **Consideration of the Board of Supervisors' Special Meeting held on May 14, 2020**

> On a motion by Mr. Fleming, seconded by Mr. Taylor, with all in favor, the Board approved the minutes of the Board of Supervisors' Special Meeting held May 14, 2020 for Heritage Landing Community Development District.

FOURTH ORDER OF BUSINESS **Consideration of Community Workshop Minutes of Meeting held on May 28, 2020**

> On a motion by Mr. Fleming, seconded by Mr. Taylor, with all in favor, the Board approved the Community Workshop Minutes of Meeting for Heritage Landing Community Development District.

FIFTH ORDER OF BUSINESS **Ratification of the Operation and Maintenance Expenditures for April 2020**

Mr. Taylor asked about Charles Aquatic's Pond Dye Treatment fee in which it was a higher rate than the last treatment. Mr. Erasmus confirmed they have corrected and will be issuing the District a credit of $212.00

> On a motion by Mr. Taylor, seconded by Mr. Fleming, with all in favor, the Board ratified the Operation and Maintenance Expenditures for April 2020 in the amount of $82,667.80 for Heritage Landing Community Development District.

SIXTH ORDER OF BUSINESS **Consideration of LLS, Tax Solutions Engagement for Special Assessments Refunding Bonds, Series 2015**

> On a motion by Mr. Fleming, seconded by Mr. Fernandez, with all in favor, the Board approved LLS, Tax Solutions Engagement, at a rate of $500.00 yearly, for three (3) years for Heritage Landing Community Development District.

Mr. Fernandez stated that he would like to have Casey O'Linn with Ancient City Soccer present his information at this time regarding his competitive soccer program.

Mr. O'Linn provided information and introduced David Gough, who helps run their soccer program. Discussions ensued.

> On a motion by Mr. Taylor, seconded by Ms. Tarfa, with all in favor, the Board approved Mr. Fernandez to work with Vesta to review Ancient City Soccer programming and bring back possible options for District programming at a future meeting for Heritage Landing Community Development District.

DRAFT

SEVENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel

No report.

B. District Engineer

1.) Acceptance of Annual Engineer Report, May 12, 2020

Mr. Lockwood reviewed his Annual Report and mentioned that he noted a few of these items at the last meeting; Weir Repairs, needed pine straw at Basketball Courts, etc.

Mr. Taylor requested the Board further review the pocket parks and what can and can't be done with them at the next meeting.

> On a motion by Mr. Taylor, seconded by Mr. Fernandez, with all in favor, the Board accepted the Annual District Engineer Report for Heritage Landing Community Development District.

C. Security Update

1.) Giddens Security Report, June 11, 2020

Mr. Potts reviewed the report under Tab 6 of the agenda. Mr. Erasmus requested that they review issues that are occurring at the dugouts. Mr. Taylor requested a little more detail withing the reports so that the Board has a better understanding of issues that are going on within the community on District property.

D. Landscape and Maintenance

1.) BrightView Landscape Report, June 2, 2020

Mr. Buerki reviewed his report behind Tab 7.

Mr. Taylor noted mold on trees within the pool area. Mr. Och requested a proposal for entrance area that has overgrown. Ms. Tarfa requested to be able to review the list of annual flowers in the quarterly rotation at the entrance prior to them being selected each time. Mr. Taylor requested a proposal for pine straw in the washout area by the basketball court that was noted in the District Engineer's Annual report.

E. Amenity Center and Field Maintenance

1.) Amenity Facility Manager Report, June 11, 2020

i.) Discussions with Casey O'Linn from Ancient City Soccer

ii.) Discussion Regarding Amenity Re-Opening Update

iii.) Update on Pool Rules

Ms. Naumann reviewed her report behind Tab 8. She presented a request by the Hammerheads for practice schedule of June 22, 2020 through July 18, 2020, Tuesday to Friday mornings from 7:00 a.m. to 9:00 a.m., including an exhibition event on July 18th from 7:00 a.m. to 12:00 p.m. It was also discussed how this may or may not impact the schedule for "at risk" residents.

> On a motion by Mr. Fernandez, seconded by Mr. Fleming, by majority vote, with Mr. Och and Mr. Taylor opposed, the Board approved the Hammerheads practice schedule and to keep the "at risk" schedule the same for Heritage Landing Community Development District.

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Ms. Naumann also stated that the gym renovations are going well and most likely will be completed under budget. She then updated the Board that she did research other vending machine companies and that she continues to have issues with food dates expiring on items in the current machines. The Board directed her to bring back other vendor options at a future meeting.

Ms. Naumann reviewed which District Policies would be on the new pool signs. The Board approved her moving forward with ordering new pool signs. She reviewed next phase of Re-Opening the Facility within Phase 2, which now would go to 50% capacity and there would be no requirement for the District to ensure social distancing, however signage and communication would be continued. There would also no longer be pool reservations. The Board also discussed opening the rental areas, including the Heritage Room.

On a motion by Ms. Tarfa, seconded by Mr. Fernandez, by majority vote, with Mr. Fleming opposed, the Board approved the re-opening of the rental spaces per the Governor and CDC guidelines and recommendations for Heritage Landing Community Development District.

The Board reviewed having Food Trucks back on CDD property, which Vesta would manage based on a per hour rate due to Lifestyle Services not being provided per their contract during COVID. Vesta would take over the resident's booking schedule that has been created through August 2020, the service will be Grab and Go and trucks will be charged $25.00 per event. No additional Vesta staff would be required at this time.

On a motion by Ms. Tarfa, seconded by Mr. Fernandez, with all in favor, the Board approved Food Trucks on CDD property with Vesta taking over the resident's booking schedule and managing based on an hourly rate for Heritage Landing Community Development District.

Ms. Naumann also noted that she has been researching on how to obtain a music license so that the Amenity Center has the ability to play licensed music. She will present more information at the next meeting.

2.) Field Maintenance Report, June 1, 2020

i.) Discussions Regarding Tree Proposal Update

Mr. Erasmus updated the Board that he did receive a less expensive bid for the backflow repair for $9,510.00. The Board had approved a not to exceed of $13,980.00 at the last meeting. He then reviewed his Tree Proposal worksheet. Discussions ensued.

On a motion by Mr. Taylor, seconded by Mr. Fernandez, with all in favor, the Board approved First Coast Mulch proposal in the amount of $1,418 for Pine Straw in beds for Heritage Landing Community Development District.

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On a motion by Ms. Taylor, seconded by Mr. Och, with all in favor, the Board approved Shaw Tree proposals for $500.00 for Learning Tree, $1,800.00 for Cut/Removal Double Top Pine, $500.00 Cut/Removal Tree off Rivers Own, $900.00 Cut/Removal Tree off Indian River for a grand total of $3,700.00 for Heritage Landing Community Development District.

District Manager

Ms. Dobbins updated the Board that Charles Aquatics is ready to submit an order for 235 more carp for a total cost of $1,527.50. She reminded the Board that a little over a year ago the Board directed Charles Aquatics to renew the permit and repair barriers so that more carp could be installed. The Board directed Ms. Dobbins to move forward with the carp install.

EIGHTH ORDER OF BUSINESS **Discussions on Teen Recreation Options**

The Board tabled this item until the July 2020 meeting.

NINTH ORDER OF BUSINESS **Consideration of Resolution 2020-07, Approving Fiscal Year 2020-2021 Proposed Budget and Setting Public Hearing**

Mr. Fernandez noted the Fiscal Year 2020-2021 Proposed Budget is set at the amount they discussed at the Budget Workshop and he recommended keeping with the CAP amount to then be reviewed further at the Budget Hearing, which will be during the August 13, 2020 meeting.

On a motion by Mr. Fernandez, seconded by Mr. Fleming, with all in favor, the Board adopted Resolution 2020-07, Approving Fiscal Year 2020-2021 Proposed Budget and Setting the Public Hearing for Heritage Landing Community Development District.

TENTH ORDER OF BUSINESS **Supervisors Request**

Mr. Taylor inquired about the District's insurance renewal process.

ELEVENTH ORDER OF BUSINESS **Adjournment**

On a motion by Ms. Tarfa, seconded by Mr. Fernandez, with all in favor, the Board adjourned the meeting at 1:32 p.m. for Heritage Landing Community Development District.

DRAFT

Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures
May 2020
Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2020 through May 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **$80,289.56**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amour
Advanced Disposal	007594	PW0000084514	Amenity Recycle Services 04/20	$ 175.40
Alan Fernandez	007610	AF05142020	Board of Supervisors Meeting 05/14/2020	$ 200.00
BrightView Landscape Services, Inc.	007611	6800553	Landscape Maintenance 05/20	$ 16,249.00
Charles Aquatics, Inc.	007612	38660	Monthly Aquatic Mgmt Svcs - 13 Ponds 05/20	$ 975.00
Comcast	007613	8495 74 140 0429787 05/20	370 Heritage Landing Parkway 05/20	$ 422.96
Commercial Energy Specialists, Inc.	007602	150463	ADA Chair Lift 03/20	$ 2,152.21
Commercial Energy Specialists, Inc.	007602	150997	ADA Chair Lift 03/20	$ 2,152.21
de Beaubien, Simmons, Knight, Mantzaris & Neal LLP dba DSK	007603	431970	Legal Assistance for A. Tarfa	$ 183.37
Florida Power & Light Company	007595	87098-35048 04/20	County Rd 13 N 04/20	$ 3,753.89
Florida Power & Light Company	007604	FPL Summary 03/20	FPL Summary 03/20	$ 3,750.01
Florida Power & Light Company	007604	FPL Summary 04/20	FPL Summary 04/20	$ 1,945.52
Giddens Security Corporation	007605	23460238	Security Guard Contract 04/20	$ 4,200.00
Hopping Green & Sams	007606	109879	General/Monthly Legal Services 08/19	$ 3,219.40

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amour
Hopping Green & Sams	007615	114569	General/Monthly Legal Services 03/20	$ 4,765.54
Leslie Achara McNair-Tarfa	007609	AT05142020	Board of Supervisors Meeting 05/14/2020	$ 200.00
Michael C. Taylor	007617	MT05142020	Board of Supervisors Meeting 05/14/2020	$ 200.00
NEWAGETUTORS LLC dba. VGlobaltech	007601	1561	Website ADA Compliance 05/20	$ 250.00
Poolsure	007596	131295592311	Monthly Pool Maint & Chemicals 05/20	$ 1,904.96
Rizzetta & Company, Inc.	007597	INV0000049272	District Management Fees 05/20	$ 5,800.00
Rizzetta Technology Services, LLC	007598	INV0000005803	Website Hosting Services 05/20	$ 100.00
Robert Och	007616	RO05142020	Board of Supervisors Meeting 05/14/2020	$ 200.00
St. Johns County Utility Department	007599	503699-115198 04/20	370 Heritage Landing Blvd/Amenity Center 04/20	$ 463.16
St. Johns County Utility Department	007599	533275-126033 04/20	570 Steamboat Landing Dr 04/20	$ 12.98
Sunbelt Gated Access Systems of Florida, LLC	007600	71161	Troubleshooting Amenity Gate Access 11/19	$ 255.00
Sunbelt Gated Access Systems of Florida, LLC	007600	71571	RV Gate Remote Programming 04/20	$ 210.00
Thomas Ulrey	007618	RVTU05142020	RV Boat Storage Reimbursement 05/14/2020	$ 272.47

Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amour
Timothy Fleming	007614	TF05142020	Board of Supervisors Meeting 05/14/2020	$ 200.00
U.S. Bank	007607	5721196	Trustee Fees S2015 04/01/2020-03/31/2021	$ 5,064.25
Vector Security Inc	007608	65832324	Security Monitoring 05/08/20-05/07/21	$ 247.73
Vesta Property Services, Inc.	007619	369300	Camp Heritage Fees 05/20 1st Half	$ 10,382.25
Vesta Property Services, Inc.	007619	369301	Camp Heritage Fees 05/20 2nd Half	$ 10,382.25
Report Total				$ 80,289.56

STAFF REPORTS

District Counsel

District Engineer

SECURITY UPDATE

Tab 3

528 S. Edgewood Avenue
Jacksonville, FL 32205
904.384.8071 or 1.888.844.4345
Fax: 904.389.9931
info@giddenssecurity.com

Professional Armed and Unarmed Security Officers since 1982.

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

Monthly Security Report
Submitted to: Heritage Landing CDD
Thursday, July 9, 2020
10:00am

1. Daily logs and incident reports are being completed by both security officers (Roy Deering and David Myers) and filed on-site in the Amenity Center as well as at Giddens Security main office.

2. Security officers are making consistent foot patrols/rounds, hitting all check points in accordance with post orders, as well as constant interaction with residents/guests. Approximately 7 rounds are being made per shift. Each complete round is about ¾ mile.

3. Per David Myers
    a. David reported/mentioned resident(s) not properly clothed and playing loud music in the gym on a couple occasions. On one occasion, early on a Sunday morning, other resident(s) complained about this. Similar incidents have occurred at the basketball court and dugout. After politely asking them to address these issues, each one complied with no incident.
    b. 06/15, resident reported kids jumping-off bus stop bridge. When David arrived, he spoke with the resident, who told him the kids had just left.

4. Per Roy
    a. 6/13/20, please clarify food truck rules in the parking lot(s).
    b. Kids hanging out in dugouts, no incidents

5. Security officers are verifying Youth IDs and reporting the name(s) of any persons breaking CDD ruled to amenities staff.

Respectfully submitted,

Joshua Potts
Director of Operations

Landscape and Maintenance

Tab 4

July 2020

Heritage Landing Mangers Report

Attention: Rizzetta, Heritage Landing Board Members

Grounds Maintenance

- Crew is performing weekly mowing of St Augustine turf areas. Bahia lakes are being mowed bi-weekly to promote the regeneration of turf on lake banks.
- Edging of hard surfaces and plant beds is being performed bi-weekly to maintain crisp edge lines along concrete and plantings.
- Maintenance Crew is completing weekly hand-pull and herbicide applications to control the population of weeds in plant beds. This was hindered due to rain we received during the month of June. We extended our spray rotations last week and again this week to catch up our control of weeds in plant beds.
- New annuals are performing well. There was some concern expressed about our selections during the last meeting. Flowers have since come into bloom and we hope everyone is happy with the result. We will be providing a list of availability prior to future rotations to receive input on selections from the board as requested.
- We have an additional service day scheduled for Thursday July 2nd to focus on trimming of shrubs. Again the weather events in June put us a little behind from where we would like to be in regards to trimming and this additional labor should help get us back to where we would like to be. One of their focuses will be trimming shrubs back from the sidewalks.

Agronomy

- Turf application was made week ending 6-20. All turf was fertilized. Treatment also included insecticide and herbicide for control of insects and turf weeds.

General Tree

- Palm pruning is scheduled to be completed the morning of 6-29.

Landscaping

- Approved plantings on the island tip and Rivers own are scheduled to be completed week ending 7-4

11530 Davis Creek Ct. Jacksonville, FL 32256
T. (904) 292-0716 F. (904)292-1014

Amenity Center and Field Maintenance

Tab 5

Heritage Landing
Field Operations Manager Report

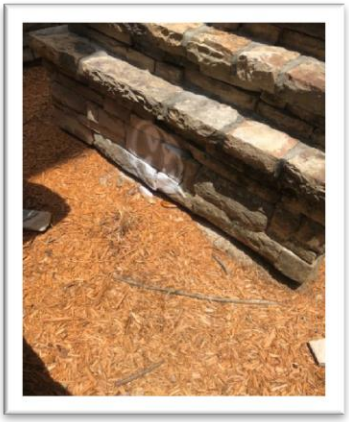
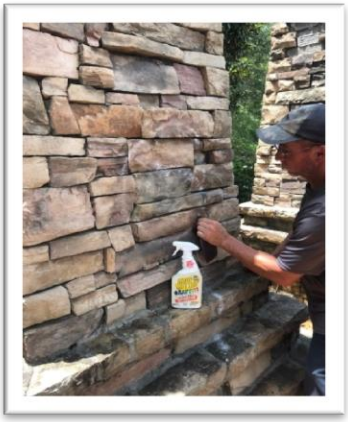
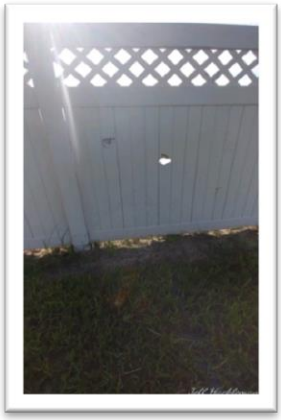
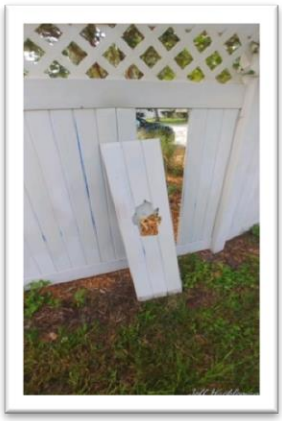
Date of report: **6/30/2020**

Submitted by: **Lourens Erasmus**

Field operations and maintenance items:

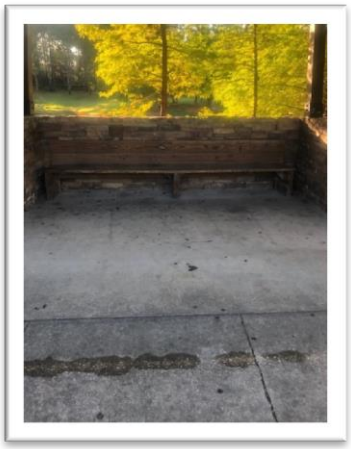
- We sent the trash can agreement to the resident at 765 Flowers Street, waiting to hear back if they have any questions or concerns. The resident is not responding to us currently.
- Structural engineers performed their initial field inspection.
- General maintenance around the facility continues.

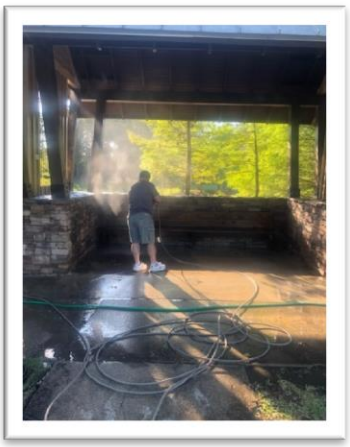
Maintenance Pictures:

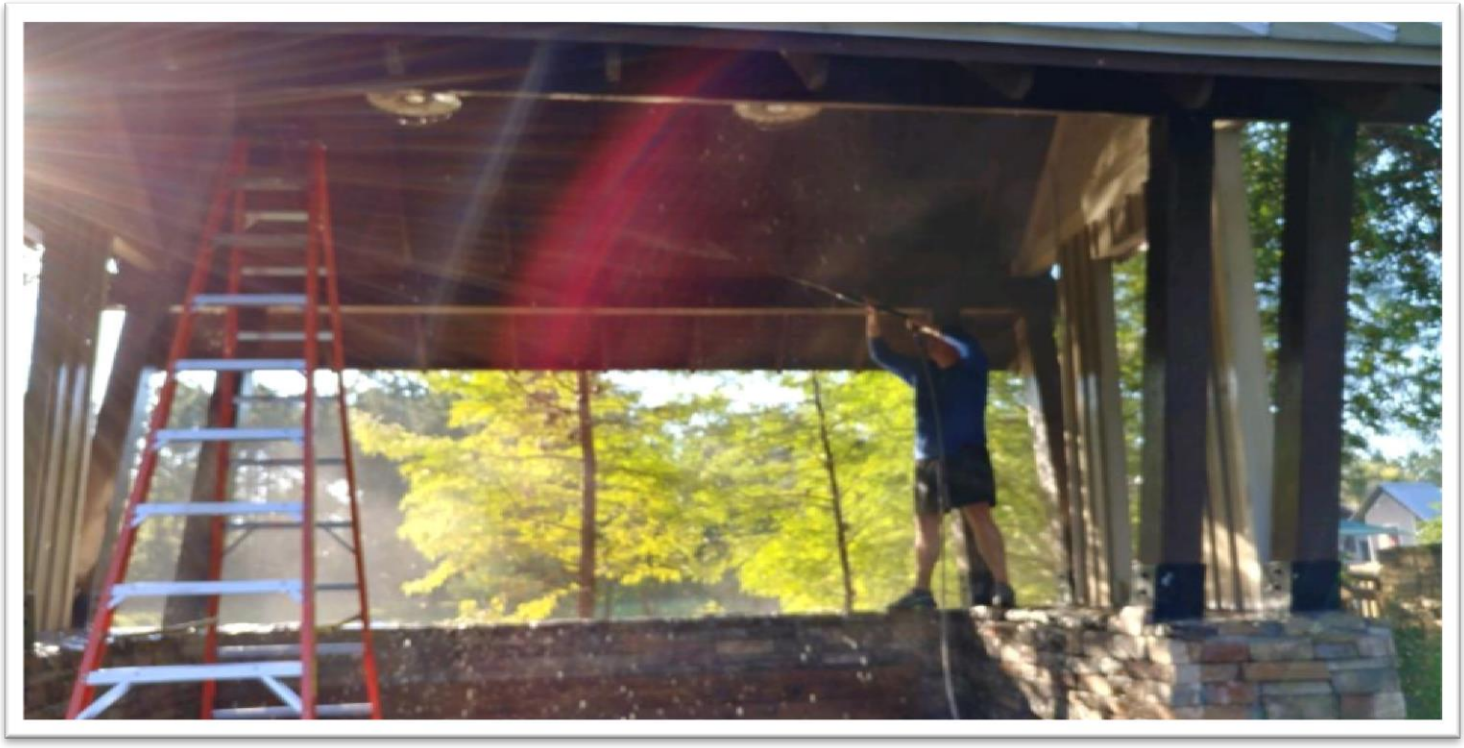
Cut and remove tree that came down during the storm, attempting to remove some graffiti from main entrance tower. Replacing fence panel that were destroyed along FPL easement and repairing light fixtures on the bridge.

Pressure washing bus stop:

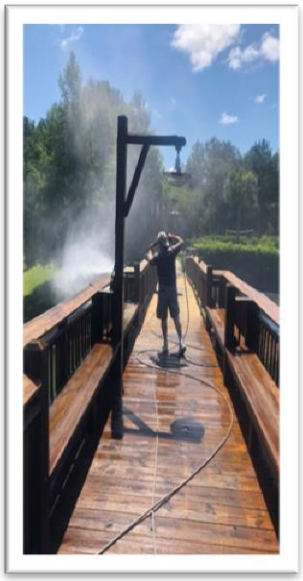
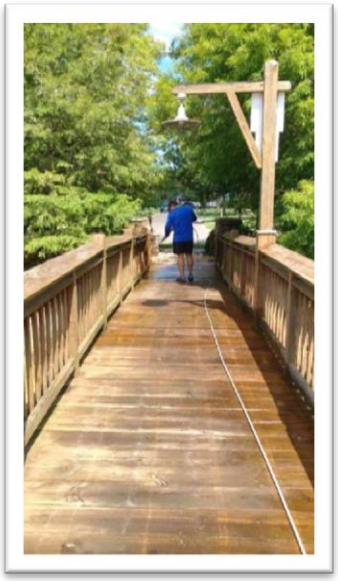
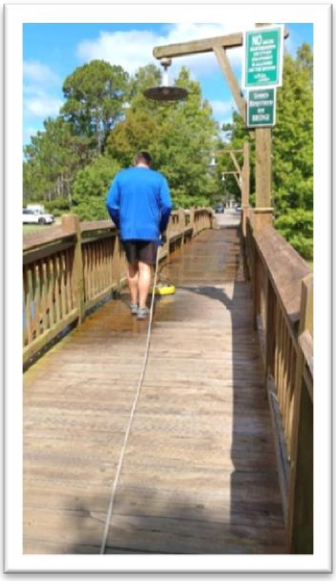
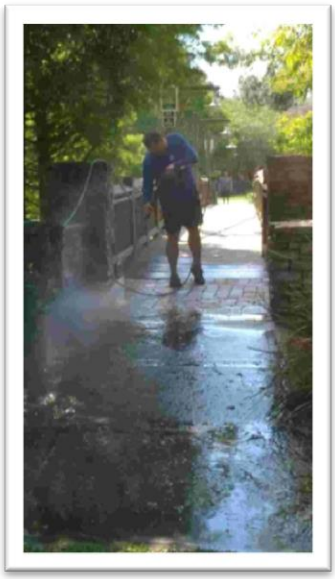




Pressure cleaned the bus stop.



Pressure washing the bridge:

Pressure cleaned the bridge and pavers on both ends.

RV lot weed whacked and blown off:

We cut down the weeds with our push weed whacker.

Fire back flow replaced:

The old fire back flow was replaced with a new one. The old unit was put on our (CDD) trailer and I took it to Waste Pro scrap yard in St Aug. I was given $45.65 for it which I was hoping to use to pay a welder to repair our trailers lift gate hinges.

District Manager

BUSINESS ITEMS

Consideration of Amendments to Resolution 2014-14 Regarding Support and Legal Defense of Board Members

Discussions on Teen Recreation Options

Update Regarding COVID-19 and District Amenities

Consideration of Proposal for Synergy Camera Replacement at Tennis Courts
(Under Separate Cover)

Tab 6

ASCAP LICENSE AGREEMENT FOR RESIDENTIAL COMMUNITIES

This ASCAP LICENSE AGREEMENT ("License Agreement") is made and entered into as of June 1, 2020 (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 West 57th Street, New York, NY 10107, and Heritage Landing Development District ("Licensee") (ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the terms and conditions relating to the access to and use of the ASCAP website as set forth at www.ASCAP.com/about/legal-terms (the "Terms of Use").

Article 1. Certain Definitions.

1.1. "ASCAP Indemnitee" shall have the meaning ascribed in Section 8.1.

1.2. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.3. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published by ASCAP Members or by the members of any FPRO including Musical Works written and/or published during the Term and (b) for which ASCAP controls, during the Term, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.4. "Business Information" means the information regarding the Residential Communities located at the Premises, as set forth on the Key Terms/Fee Schedule annexed and made a part hereto as Schedule A with and including all Schedules attached to such Key Terms/Fee Schedule (collectively the "Key Terms/Fee Schedule").

1.5. "Common Areas" means lobby, meeting, gathering or other areas of a Residential Community other than personal residences, that are made available for use solely by residents of the Residential Community and their personal guests for social, cultural, recreational, or entertainment purposes.

1.6. "Dramatico-Musical Work" shall have the meaning ascribed in Section 5.1.

1.7. "Fees" means the fees, charges, rates and other amounts charged by or on behalf of ASCAP for the Licensed Rights, all as may be set forth on the Key Terms and Fee Schedule.

1.8. "FPRO" (*i.e.*, 'foreign performing rights organization') means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.9. "Initial Term" shall have the meaning ascribed in Section 7.1.

1.10. "License Payment Date" shall have the meaning ascribed in Section 6.1.

1.11. "Licensed Rights" shall have the meaning ascribed in Section 3.1.

1.12. "Licensee's Operating Policy" means, collectively, the Business Information and Music Uses, as set forth on the Key Terms/Fee Schedule.

1.13. "Live Event" means an event or function organized or sponsored by Licensee or its affiliates or agents at which the performance of music is the primary focus, such as but not limited to musical concerts, music competitions and electronic dance music performance events.

1.14. "Music Uses" means the method and manner in which Musical Works are publicly performed at the Common Areas of the Premises, as set forth on the Key Terms/Fee Schedule.

1.15. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.16. "Premises" means the physical location(s) of the Residential Communities listed and set forth on Schedule A-1 to the Key Terms/Fee Schedule.

1.17. "Renewal Term" shall have the meaning ascribed in Section 7.1.

1.18. "Residential Community" means a group of owner occupied or leased residences in a common physical location under central or common management or operation, wherein the residents thereof may have access to Common Areas within the location.

1.19. "State Disclosure Schedule" shall have the meaning ascribed in Section 4.2.

1.20. "Term" shall have the meaning ascribed in Section 7.1.

1.21. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

Article 2. Authority and Binding Effect.

2.1. Authority; Authorization. BY ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE, YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT) HEREBY REPRESENT AND WARRANT THAT (A) YOU HAVE THE FULL RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE AND TO CREATE A LEGAL, VALID AND BINDING OBLIGATION ON LICENSEE ENFORCEABLE AGAINST LICENSEE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF; (B) ALL CORPORATE, ORGANIZATIONAL AND OTHER PROCEEDINGS REQUIRED TO BE TAKEN BY LICENSEE TO AUTHORIZE YOUR AGREEMENT TO, AND PERFORMANCE UNDER, THIS LICENSE AGREEMENT HAVE BEEN TAKEN AND ALL NECESSARY AUTHORIZATIONS, PERMITS, CONSENTS AND APPROVALS REQUIRED HAVE BEEN OBTAINED; AND (C) YOUR ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE DOES NOT AND SHALL NOT VIOLATE ANY APPLICABLE LAW, RULE OR REGULATION OR REQUIRE ANY ADDITIONAL CONSENT OR OTHER ACTION BY ANY OTHER PERSON OR ENTITY.

2.2. ELECTRONIC SIGNATURE AND CONTRACTS. ASCAP PROVIDES ITS LICENSEES WITH THE ABILITY TO ENTER INTO AGREEMENTS AND TO PURCHASE LICENSES AND OTHER SERVICES ELECTRONICALLY. BOTH YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE) AND LICENSEE HEREBY ACKNOWLEDGE AND AGREE THAT ELECTRONIC SUBMISSIONS CONSTITUTE LICENSEE'S AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PROMPTLY PAY FOR ALL FEES AND OTHER APPLICABLE AMOUNTS PAYABLE. SUCH AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO (A) ALL TRANSACTIONS ENTERED INTO BY YOU OR LICENSEE IN CONNECTION WITH ASCAP, INCLUDING IN CONNECTION WITH THIS LICENSE AGREEMENT, AND (B) OTHER COMMUNICATIONS ASCAP PROVIDES TO YOU ELECTRONICALLY (WHETHER BY POSTING ON ASCAP'S INTERNET PLATFORMS OR OTHERWISE), INCLUDING (TO THE FULL EXTENT ALLOWED BY LAW) NOTICES, DISCLOSURES, POLICIES, CONTRACTS, AMENDMENTS, PRICES CHANGES AND OTHERWISE, AND BOTH YOU AND LICENSEE AGREE THAT SUCH ELECTRONIC RECORDS AND COMMUNICATIONS SATISFY ANY LEGAL REQUIREMENT THAT SAME BE IN WRITING. ACCORDINGLY, YOU AND LICENSEE SHOULD MAINTAIN COPIES OF ELECTRONIC COMMUNICATIONS BY PRINTING A PAPER COPY OR SAVING AN ELECTRONIC COPY.

Article 3. License Grant.

3.1. Scope of License. Subject to the terms and conditions of this License Agreement, ASCAP hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) in the Territory solely at the Common Areas of the Premises and solely in connection with the Music Uses ("Licensed Rights").

3.2. Reservation of Rights. Except for the limited rights and licenses granted to Licensee pursuant to this License Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

Article 4. Additional Terms and Conditions.

4.1. Key Terms and Fee Schedule. The Key Terms/Fee Schedule (as set forth on Schedule A) sets forth certain terms and conditions, including the applicable Business Information, Music Uses, Fees, Premises and other business and legal terms applicable to Licensee's license of the right to publicly perform the ASCAP Repertory. In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions

of the Key Terms/Fee Schedule, the terms and conditions of this License Agreement shall control to the extent necessary to resolve any such conflict.

4.2. State Disclosure and Related Information. Schedule B hereto sets forth certain disclosures, notices, rights and other terms and conditions that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Schedule"). In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the State Disclosure Schedule, the terms and conditions of the State Disclosure Schedule shall control to the extent necessary to resolve any such conflict.

Article 5. Restrictions and Conditions.

5.1. License Limited to Non-Dramatic Performances. The Licensed Rights are limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This License Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance, in whole or in part (each, a "Dramatico-Musical Work"). By way of example and not limitation, a dramatic performance shall include the following: (a) performance of a Dramatico-Musical Work in its entirety; (b) performance of one or more musical compositions from a Dramatico-Musical Work accompanied by dialogue, pantomime, dance, stage action and/or visual representation of the work from which the music is taken; (c) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action and/or visual representation; or (d) performance of a concert version of a Dramatico-Musical Work.

5.2. No Right to Sublicense or Redistribute. In no event shall Licensee sublicense, transfer, convey or assign this License Agreement and/or the rights granted to Licensee herein or otherwise license others, including any affiliate of Licensee, the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this License Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this License Agreement, including any transmission, retransmission or further transmission of any such Musical Works.

5.3. No Reproduction. Nothing in this License Agreement shall be construed to grant to Licensee, or any third party, any right to reproduce, copy or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

5.4. No Sound Recording Rights. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

5.5. License Limited to the Common Areas of the Premises. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of the Common Areas of the Premises by any means, methodology or technology, including by wire, cable, electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology, without the prior written consent of, or valid license from, ASCAP in each instance.

5.6. Limitation on Live Events. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) by means of Live Events to persons other than residents of the Residential Community and their personal guests.

Article 6. Payment Requirements and Terms.

6.1. Payment of Fees. Subject to the terms and conditions of this License Agreement (including, without limitation, the terms and conditions set forth on the Key Terms/Fee Schedule) and the Terms of Use, in consideration for the rights and licenses granted by ASCAP to Licensee pursuant to this License Agreement Licensee hereby agrees to pay in full the Fees (including all applicable taxes and levies as described below) upon entering into this License Agreement and thereafter within 30 days after the commencement of each Renewal Term (each such date, a "License Payment Date") using the payment method associated with Licensee's User Account. Licensee acknowledges and agrees that the Fees for the Initial Term and each Renewal Term, if any, shall be determined based on Licensee's Operating Policy in existence on the License Payment Date for such Initial Term or Renewal Term and in accordance with the terms and conditions set forth on the Key Terms/Fee Schedule.

Licensee further acknowledges and agrees that the rates set forth on the Key Terms/Fee Schedule used to determine the Fees for each Renewal Term, if any, shall be the rates used to determine the Fees for the immediately preceding Renewal Term (or in the event of the first Renewal Term, the Initial Term) adjusted in accordance with the increase in the Consumer Price Index — All Urban Consumers - (CPI-U) during the twelve-month period concluding in the October immediately preceding the first day of the applicable Renewal Term (or in the event of the first Renewal Term, the Initial Term). If payment is not promptly received by ASCAP when due from Licensee or Licensee's payment card issuer or its agents or other payment service provider, Licensee agrees to promptly pay all amounts due upon demand by ASCAP, together with a late payment charge equal to one and one half percent (1-1/2%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date such payments were due.

6.2. Recurring/Automatic Billing. Unless Licensee otherwise modifies its User Account settings as described below, Licensee acknowledges and agrees that ASCAP may automatically charge Licensee on each License Payment Date (or in the event any License Payment Date is not a business day, the first business day thereafter) the applicable Fees for the continued right to use the Licensed Rights and Licensee hereby agrees to pay such Fees which may be billed via the payment card associated with Licensee's User Account. The Fees charged will be the same as the Fees for the immediately preceding License Payment Date (or, in the event of the first License Payment Date, the same as the Effective Date), adjusted (a) as described in this License Agreement and/or (b) as otherwise notified by ASCAP in advance (including as may be posted on www.ASCAP.com) in accordance with this License Agreement. If Licensee wishes to disable the aforementioned automatic billing feature, Licensee must log into its User Account and modify its billing preferences accordingly.

FOR THE AVOIDANCE OF DOUBT, ASCAP MAY CONTINUE TO BILL LICENSEE'S PAYMENT CARD THE APPLICABLE FEES EACH AND EVERY LICENSE PAYMENT DATE AFTER THE INITIAL TERM OF THIS LICENSE AGREEMENT UNTIL LICENSEE DIRECTS ASCAP TO STOP; PROVIDED, HOWEVER, THAT ASCAP SHALL HAVE NO OBLIGATION TO AUTOMATICALLY BILL LICENSEE FOR THE APPLICABLE LICENSEE FEES VIA RECURRING OR AUTOMATIC BILLING, AND LICENSEE SHALL BE REQUIRED TO PAY ALL AMOUNTS DUE BY THE REQUIRED DATES. IN THE EVENT THAT (X) ASCAP ELECTS TO AUTOMATICALLY BILL LICENSEE AND ASCAP IS UNABLE TO SUCCESSFULLY CHARGE THE APPLICABLE PAYMENT CARD AS PART OF LICENSEE'S USER ACCOUNT OR (Y) ASCAP ELECTS NOT TO AUTOMATICALLY BILL LICENSEE AND LICENSEE DOES NOT REMIT THE REQUIRED FEES BY THE LICENSE PAYMENT DATE (AS DEFINED ABOVE), ASCAP RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THIS LICENSE AGREEMENT, WITHOUT NOTICE OR OTHER OBLIGATION OR LIABILITY TO LICENSEE OR ANY THIRD PARTY.

6.3. Licensee's Operating Policy. Licensee acknowledges that the Fees are determined by ASCAP, in whole or in part, based on the factors, parameters and criteria described on the Key Terms/Fee Schedule as applied to Licensee's Operating Policy existing at the time of such determination. Licensee represents, warrants and covenants that all information provided by it in connection with this License Agreement, including Licensee's Operating Policy, is true and correct. Licensee shall provide ASCAP with written notice of any change in Licensee's Operating Policy no later than the last day of the Initial term, and if applicable, the last day of each Renewal Term, and shall, at such time, furnish to ASCAP all requested information and certify that all information including any changes to Schedule A-1, so provided is true and correct and Licensee's Operating Policy shall be considered so amended..

6.4. Taxes. Licensee shall be responsible for any taxes and/or levies imposed on any transactions conducted by it and any applicable taxes or levies may be added to the amount charged for the applicable transaction. Applicable taxes may include sales tax, use tax and other applicable taxes, which may be based on various factors, including the bill-to address, location of the Premises and tax rates in effect at the time Licensee's transaction is completed. Further, in the event that Licensee's payment of Fees under this License Agreement causes ASCAP to incur any liability to pay a gross receipts, sales, use, business use or other tax which is based on the amount of ASCAP's receipts from Licensee, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, Licensee agrees to pay to ASCAP the full amount of such tax; provided, however, that ASCAP is permitted by law to pass through such tax to its licensees. No tax exemptions are permitted for transactions made on www.ASCAP.com.

6.5. No Refunds or Credits. All Fees are nonrefundable and ASCAP shall in no event provide any refunds, reimbursements or credits of any kind for any reason, including in connection any early termination of this License Agreement, partial or unused services or Licensed Rights, or any other product or service, in whole or in part.

6.6. Audit. ASCAP shall have the right, by its authorized representatives and/or third party designees, at any time during customary business hours, and upon 30 days written notice, to examine the books and records of account of Licensee to verify any statements of Licensee's Operating Policy and any other information provided by Licensee. In the event any such audit shows Licensee to have underpaid the license fees due ASCAP by less than 5%, Licensee shall pay a finance charge on the additional license fees due of one and one half percent (1-1/2%) per month, or the maximum rate permitted by law, whichever is less, from the date ASCAP demands payment of such amount. In the event any such audit shows Licensee to have underpaid the license fees due

ASCAP by 5% or more, Licensee shall pay a finance charge on the additional license fees due of one and one half percent (1-1/2%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the additional license fees were due.

Article 7. Term and Termination.

7.1. Term. This License Agreement shall commence on the Effective Date and shall continue thereafter for a period of 12 months, unless earlier terminated in accordance with the terms and conditions set forth herein (the "Initial Term"). This License Agreement shall automatically renew for additional, successive 12-month periods (each, a "Renewal Term"), unless either Party provides the other with written notice of termination within 30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) (the Initial Term and each Renewal Term shall be collectively referred to herein as the "Term").

7.2. Termination for Breach. If Licensee breaches any provision, term or condition of this License Agreement, ASCAP may (reserving cumulatively all other remedies and rights pursuant to this License Agreement and in law and in equity) immediately terminate this License Agreement, in whole or in part, by providing notice to Licensee.

7.3. Termination for Insolvency. ASCAP may immediately terminate this License Agreement in the event that Licensee (a) admits in writing its inability to pay its debts as they become due, fails to satisfy any enforceable, final and material judgment against it, or otherwise ceases operations of its business in the ordinary course, (b) is adjudicated bankrupt or becomes insolvent, (c) winds up or liquidates its business voluntarily or otherwise, (d) applies for, consents to or suffers the appointment of, or the taking of possession of by, a receiver, custodian, assignee, trustee, liquidator or similar fiduciary of itself or of all or any substantial portion of its assets, (e) makes a general assignment for the benefit of creditors other than in the ordinary course of financing its ongoing operations, (f) commences a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), (g) files a petition seeking to take advantage of any other law providing for the relief of debtors, (h) acquiesces to, or fails to have dismissed, within 30 days, any petition filed against it in any involuntary case pursuant to such bankruptcy laws or (i) takes any action for the purpose of effecting any of the foregoing.

7.4. Termination for Interference in ASCAP's Operations. ASCAP has the right to terminate this License Agreement, effective immediately upon notice, if there is any interference with, or material increase in the cost of, ASCAP's operation as a result of any law in the state, territory, dependency, possession or political subdivision in which Licensee, its affiliates or its operations are located which is applicable to the licensing of performing rights.

7.5. Effect of Termination. Upon any termination or expiration of this License Agreement for any reason, all rights and licenses granted by ASCAP to Licensee herein shall immediately terminate.

Article 8. INDEMNIFICATION; DISCLAIMER; WAIVER.

8.1. Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this License Agreement and (b) the Premises, but specifically excluding any claim or action caused by or based upon Licensee's use of the ASCAP Repertory as specifically permitted pursuant to this License Agreement. Licensee agrees to indemnify and hold the ASCAP Indemnitees harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any such claim or action. Licensee shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (i) that no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (ii) each ASCAP Indemnitee has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

8.2. DISCLAIMER. THE MUSICAL WORKS IN THE ASCAP REPERTORY AND ALL OTHER PRODUCTS, SERVICES AND RIGHTS PROVIDED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF ASCAP ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ASCAP HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, INCLUDING THAT LICENSEE'S EXPLOITATION OF ANY MUSICAL WORKS OR ANY

OTHER INTELLECTUAL PROPERTY RIGHTS WILL NOT VIOLATE ANY INTELLECTUAL PROPERTY RIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY ANY THIRD PARTY.

8.3. WAIVER. LICENSEE UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ASCAP, ITS AFFILIATES AND MEMBERS, AND EACH OF THE FOREGOING PARTIES' RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATORS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE AGREEMENT AND/OR FROM USE OF THE ASCAP REPERTORY, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT ASCAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

Article 9. Miscellaneous.

9.1. Notices. All notices and other communications required or permitted pursuant to this License Agreement shall be in writing and transmitted via email to the applicable Party at the addresses set forth on the Key Terms/Fee Schedule, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that ASCAP shall also have the right to provide notice and other communications to Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email.

9.2. Assignment. This License Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this License Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void *ab initio* and of no force and effect.

9.3. Relationship; No Third Party Beneficiaries. Each Party is an independent contractor and each Party's personnel are not employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this License Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. There are no third party beneficiaries, actual or intended, pursuant to this License Agreement.

9.4. Interpretation. Headings are for convenience only and are not to be considered in construing or interpreting this License Agreement. The terms "include," "includes," and "including," whether or not capitalized, mean "include(s), but are not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive.

9.5. Amendment; Waiver; Severability. Except as otherwise expressly provided for herein, this License Agreement may not be amended, modified or terminated except by a written instrument signed by both of the Parties. No failure or delay by either Party to exercise any right or enforce any obligation shall impair or be construed as a waiver or on-going waiver of that or any or other right or power, unless made in writing and signed by both Parties. All remedies, rights, undertakings, and obligations contained in this License Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either Party. If any term, covenant or condition of this License Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the Parties, and such holding shall not affect any other provision of this License Agreement, which shall be and remain effective as though such invalid, illegal or unenforceable provision had not been contained herein.

9.6. Governing Law. This License Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of New York applicable to contracts wholly made and to be performed within the State of New York. Each Party irrevocably submits to the sole and exclusive jurisdiction of the courts of New York State and the Federal courts of the Southern District of New York, situated in the City, County and State of New York. Each Party irrevocably consents to the exercise of personal jurisdiction over each of the Parties by such courts and waives any right to plead, claim or allege that New York is an inconvenient forum.

9.7. Publicity. Licensee shall not be permitted to use the name, service or trademarks, logos or otherwise identify or refer to ASCAP or any of its affiliates in any press releases, publicity, marketing or promotional material without the prior, express written approval of ASCAP, in its sole discretion, in each instance and only in accordance with the Terms of Use.

9.8. Survival. Any provision of this License Agreement which, either by its terms or to give effect to its meaning, must survive, including Article 2, Section 3.2, Section 6.6, Article 7 through (and including) Article 9, shall survive the cancellation, expiration or termination of this License Agreement.

9.9. Entire Agreement. This License Agreement, together with the schedules and exhibits hereto which are incorporated herein by this reference, constitutes the entire agreement between the Parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral with respect to the subject matter hereof. Neither Party has made any representations or promises to the other in connection with this License Agreement or its subject matter that are not expressly set forth in this License Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS		LICENSEE Heritage Landing Development District	
By:	_____	By:	_____
Name:	_____ [Type or Print]	Name:	_____ [Type or Print]
Title:	_____	Title:	_____

Schedule A

Key Terms and Fee Schedule

- Licensee Name: Heritage Landing Development District
- Contact Information:

  Telephone: (904) 940-6095
  Email: jnaumann@vestapropertyservices.com

- Licensee Contact Location:

  Heritage Landing at World Golf Village
  370 Heritage Landing Parkway St.
  Saint Augustine, FL 32092

- List and addresses of each *Premises for each Residential Community and the number of units in each*

  Residential Community: See Attached Schedule A-1.

- Fees: $326.00
- License Payment Date(s):
- ASCAP email contact information (for notices): glcs@ascap.com

ASCAP RATE SCHEDULE FOR RESIDENTIAL COMMUNITIES

Based upon Licensee's Operating Policy, the following rates are used to determine Fees: See Rate Schedule

Schedule A-1
Residential Communities

Name of Community	Address	Number of Units	# of Live Music Events	Mechanical Rate (Sch. A # of Units X Rate)	Live Music Rate (Sch. B)	Total Rate (Sch. A + Sch. B)
Heritage Landing at World Golf Village			6	$0.00	$326.00	$326.00

Residential Community
2020 Rate Schedule

Schedule A. Recorded Music*

Number of Units in Community	Fee Per Community
Less than 150	$380.00
151 - 500	$456.00
More than 500	$521.00

Recorded Music: This fee applies for the performance of music by mechanical or electronic devices, including, but not limited to, radio, compact discs, internet streaming and other digital audio formats (e.g. MP3/iPod), DVD and other digital audiovisual formats, including multiple or large screen televisions / projection screens.

Schedule B. Live Music

12 or Fewer Events Per Year - $326.00 per Community
13 - 24 Events Per Year- $650.00 per Community
More than 24 Events Per Year -$1,084.00 per Community

Live Music: This fee applies for the performance of music by live musicians or recorded music enhanced with such features as live disc jockeys, karaoke, emcee's, dancing, shows, acts or games.

***Licensees between 10 and 100 communities shall receive a 10% discount applied to the total fee.**
***Licensees between 101 and 200 communities shall receive a 15% discount.**
***Licensees over 200 communities shall receive a 20% discount.**

LICENSE FEES FOR 2021 SEASON AND THEREAFTER
The license fees for each calendar year commencing 2021 shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding October and the next preceding October.

2020 Report Form

Name of Community	Address	Number of Units	Live Music Events Per Year	Recorded Music (Fee per Schedule A)	Live Music Rate (Sch. B)	Total Rate (Sch. A + Sch. B)

ASCAP
Toll Free: 1-800-505-4052 Fax: 615-691-7795
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

INVOICE

Heritage Landing Development District
370 Heritage Landing Parkway St.
Saint Augustine, FL 32092

July 1, 2020

Re: Heritage Landing at World Golf Village
370 Heritage Landing Parkway St.
Saint Augustine, FL 32092

Billing Period: June 1, 2020 Thru May 31, 2021
Annual Rate: $326.00
Amount Due: $326.00

INVOICE NUMBER: 0010g00001nBO9f

DUE UPON RECEIPT

TO PAY VIA CREDIT CARD, DEBIT CARD, OR E CHECK, PLEASE CONTACT Pam Gibson at (888) 653-1024

PLEASE MAIL YOUR CHECK TO: ASCAP, PO Box 331608, Nashville, TN 37203-7515

Payment Amount: $_____

*Check No: _____

*Please note: "When you provide a check as payment, you authorize ASCAP to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. However the transaction will appear on your bank statement. If we cannot post the transaction electronically, we may present a copy of your check for payment."

ASCAP License fees are due and payable in advance. Retain bottom portion for your records.

Heritage Landing at World Golf Village
370 Heritage Landing Parkway St.
Saint Augustine, FL 32092

Billing Period: June 1, 2020 Thru May 31, 2021
Annual Rate: $326.00
Amount Due: $326.00

DISCLOSURE STATEMENT

This is notice that, in compliance with Fla. Stat. §501.93(2):

(1) The performing rights license agreement you have been offered by the American Society of Composers, Authors and Publishers (ASCAP) contains a schedule of the rates and term of royalties under that contract and sets forth the basis upon which those rates were calculated;

(2) ASCAP will make available, upon your written request, and at a charge of no more than the costs incurred by ASCAP in responding to your request, the most current available listing of the copyrighted musical works in the ASCAP repertory;

(3) ASCAP has established a toll-free telephone number and a means of computer access that can be used to answer your inquiries regarding the specific musical works and copyright owners represented by ASCAP;

(4) Each form of contract or agreement offered by ASCAP to a Florida proprietor will be made available to you upon your request;

(5) The agreement you have been offered complies with federal law and orders of courts having appropriate jurisdiction regarding the rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor;

(6) You should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to ASCAP's license agreement; and

(7) You are entitled to the information provided in the preceding paragraphs, and ASCAP's failure to provide that information is unlawful.

Additional information about ASCAP's members and the musical works in the ASCAP repertory can be obtained in a variety of other ways. Separate databases of works that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP Web Site, www.ascap.com (access the "ACE Database of Musical Titles" to determine whether particular songwriters or specific songs are in the ASCAP repertory). Data similar to that contained in the ACE Database is also available on DVD-ROM and is available free of charge by written request to ASCAP, 250 West 57th Street; New York, NY 10107, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's New York office during regular business hours. A printed current list of ASCAP members can be obtained *gratis* by written request to ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998, attn: John Johnson. A computer-generated listing of copyrighted musical works in the ASCAP repertory may also be obtained by written request addressed to Mr. Johnson at a cost of $2200.00 plus shipping and handling (the listing is over 10,000 pages in length). You can also call or write to our Repertory Department (Clearance Section) at our New York address (the toll-free telephone number is (888) 663-0828).

Tab 7

Our Lifestyle portion of the contract with Heritage Landing is currently $22,216.88. To discount our services, the contracted rate bundles the following Lifestyle Services together:

- Coordinating live events throughout the year from start to finish including finding the right vendors including food trucks, entertainers, and amusements. Produce décor when applicable for certain events and providing event staff. This is the **meat and potatoes** of what our Lifestyle team does. Coordinating events for an entire year is a long process that occurs on a regular basis.
- Coordinating any/all programs for all ages for Heritage Landing Amenity Center including but not limited to dance classes, fitness classes, tennis, camp programs, music classes, babysitting, and drama classes.
- Producing a digital monthly newsletter that includes advertising.
- Managing any advertising for the newsletter or E-Blasts paid for by local businesses.
- Producing "lifestyle-based content" for E-Blasts which would include events, programming, contests, online content, fitness articles, and food truck marketing. *The E-Blast itself is included within the management portion of the contract. However, content would strictly be informational if "Lifestyle" was not included.
- Direct management of the amenity's website, www.heritagelandingamenities.com, for informational purposes only, along with our Lifestyle division.
- Support from the Regional Lifestyle division.
- Coordinating virtual events and programming needed while the Amenity Center is closed for any emergency scenarios.
- Providing resort style contests and activities at the Amenity Center and pool for all ages.
- Management of any Amenity Center social media (if applicable).
- Providing an on-site Lifestyle Manager, Program Director or Event Staff, if necessary and where applicable.

The following events were planned/coordinated for Heritage Landing during 2018 and 2019. *During 2019, 6 events were cancelled due to lack of registrations or participations: Black Friday Drop Off, Craft Night November, Home Improvement Show, June Trivia Night, April Paint Night, Spring Break Basketball Camp.

2018	2019
Movie Night	Movie Night
Movie Night	Date Night Drop-Off
ASL Class	Movie Night
Spring Fling	AED & CPR Course
Movie Night	Wildlife Safety Presentation
Mother's Day Mini-Mall	Movie Night
Trivia Night	Babysitting Class
Movie Night	Spring Fling
Star Wars Day	Movie Night
Ice Cream Sandwich 5k	Moms vs. Kids Nerf Battle
Memorial Day Pool Party	Movie Night
Father's Day Craft	Ice Cream Sandwich 5K
4th of July Pool Party	Music By The Pool
Luau	Game Night
Fall Festival	Craft Night
Halloween Parade & Kids Movie Night	Daddy Daughter Dance
Brew Bus	4th of July Pool Party
Teen Movie Night	Craft Night
Family Movie Night	Back to School Bash
Drop & Shop	Craft Night
Paint Party	Babysitting Class
Sweet Treats with Santa	Luau
Selfie Scavenger Hunt	Craft Night
Movie Night	Movie Night
Dash & Dip 5K	Paint Night
	Craft Night
	Nighttime Pool Lights Grand Opening
	Movie Night
	Costume Contest, Parade and Movie Night
	Fall Festival
	Brew Bus
	Candy Cane Newsletter Hunt
	Selfie Scavenger Hunt
	Winter Festival
	Movie Night

	Amenity Manager Meet and Greet
	Hot Cocoa 5k Run/Walk

Vesta Lifestyle Services A La Carte

			Best Value		
	$ 9,768.68	$ 14,916.45	$ 24,420.76		$22,216.88
CUSTOMIZATION	**SILVER**	**GOLD**	**PLATNIUM**		**CURRENT**
Basic Monthly Newsletter	✓	✓	✓		✓
DIY Newsletter Activities	✓	✓	✓		✓
Advertise Virtual Programming	✓	✓	✓		✓
1 Quarterly Contest (4 per/yr)	✓	✓	✓		✓
2 Weekly Lifestyle Eblast	✓	✓	✓		✓
Maintain Website Regularly	✓	✓	✓		✓
Weekly Food Trucks (1-4 Days as needed)*	✓	✓	✓		✓
Facilitate Ongoing Monthly Programming	✓	✓	✓		✓
2 Food Truck Events (2 Annually)	✓	✓	✓		✓
1 Quaterly Race Day 5K Event (4 Annually)*	✓	✓	✓		✓
Food Truck Booking (Vendors secured through third party booker)	✓	✓			✓
1 Semi-Annual Mini-Event (2 Annually)		✓	✓		✓
1 Large Community Events (1 Annually)		✓	✓		✓
2 Additional Food Truck Events (4 Annually)		✓	✓		✓
1 Additional Mini-Event (2 Annually)			✓		✓
1 Additional Mid-Level Events (2 Annually)			✓		✓
1 Additional Large Community Events (4 Seasonal)			✓		✓

ADD ONS

Food Truck Booking (Vendors secured by Vesta)	Included		$5,200.00
1 Quarterly Farmers Market or Similar (4 Annually)*			$800.00
1 Annual Craft/Vendor/Health Fair (1 Annually)*			$250.00

EVENT BREAKDOWN

Food Truck Events- An event that includes food trucks and predominately takes place outside. Example: Scavenger Hunt, Potato Sack Races on the Fields, Etc.

Mini-Events - An event that usually takes place around the pool or by the Amenity Center. Example: Father's Day Cookout, Resort Style Poolside Games/Contests with DJ or Live Music, Polar Plunge, Etc.

Mid-Level Events - An event that takes place usually in the Heritage Room by invitation. Example: Daddy Daughter Dance, Disco Night, Etc.

Large Events - An event that takes place seasonally in multiple areas of the Amenity Center. Example: Spring Fling, Fall Fest, Winter Fest, Etc.

Craft / Vendor / Health Fair - Indoor or Outdoor event inviting outside vendors (applicable to category) for a small set-up fee. Use of tables and chairs are at an additional fee for rental. Open to HL Community as well as advertise in the World Golf Area. Additional fees may apply.

***Revenue Generating Event. Additional Revenue is NOT Contemplated in Annual Fee**

SUPERVISOR REQUESTS

ADJOURNMENT