

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2026 by and between:

CITY OF SUNRISE, FLORIDA (CITY)

AND

Hireuavpro.com LLC (“CONTRACTOR”)

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and CONTRACTOR do mutually covenant and agree as follows:

1. SCOPE OF SERVICES

1.1 CONTRACTOR shall furnish the following services:

1.1.1 CONTRACTOR shall execute a 4th of July drone show with a count of 400 drones.

1.1.1.1 CONTRACTOR shall provide adult employees, volunteers, and program staff, (collectively “CONTRACTOR personnel”) who shall conduct themselves at all times and in all matters in a courteous, competent and professional manner. CONTRACTOR shall not utilize any person identified on any Florida or National registry as a sex offender or sex predator to provide services under this Agreement. CONTRACTOR represents that the principal owners, corporate officers and Contractor personnel do not have any criminal charges, and CITY reserves the right to approve or reject, for any reason, CONTRACTOR’s personnel assigned to perform services under this Agreement at any time.

1.1.2 CONTRACTOR shall coordinate the show as follows:

- Date: Saturday, July 4, 2026
- Time: Approximately 9pm
- Location: Amerant Bank Arena
- Load in: TBD, no earlier than 8am on July 4, 2026
- Show Theme: 4th of July – America’s 250th Birthday Celebration
- Show size: 400 Drones, minimum
- Show duration: Approx. 13-15 minutes with approximately 15-20 custom formations – including a 3D animated preview at least 10 days prior to show date
- Music synchronization
- All crew, travel, and required permits

*Days, times, and/or type of show may be changed by appropriate Leisure Services Department personnel at any time for convenience and programming purposes.

1.2 The CITY shall provide: an onsite launch location and effective collaboration to provide a successful show.

1.3 CONTRACTOR has permission from the CITY to videotape or otherwise record the shows mentioned in this Agreement. CITY also reserves the right to videotape or otherwise record the shows mentioned in this Agreement.

1.4 CONTRACTOR ensures that compliance with all professional entertainment licensing and royalty regulations (i.e. AEA, SAG, AFTRA, etc.) is in place at the time of signing the Agreement.

1.5 CONTRACTOR shall provide necessary supervisory personnel to ensure that the participants of the program obey all facility rules and regulations.

1.6 Unless otherwise specified, CONTRACTOR shall not subcontract or otherwise engage subcontractors to perform the required services without prior written consent of CITY.

1.7 The Director of Leisure Services ("DIRECTOR") may require that the CONTRACTOR not be permitted to utilize instructors who have failed to follow the aforementioned rules and regulations or who fail to perform to the professional standards expected under the terms of the Agreement.

2. TERM OF AGREEMENT

2.1 This Agreement shall become effective upon execution by both parties and shall continue in effect for fourteen (14) months from the date of execution or until all required services have been sufficiently completed, unless otherwise terminated earlier as provided in Section 10. This Agreement may be extended by written mutual Agreement of the parties for a term not to exceed one year.

2.2 Any terms or conditions of this Agreement that require acts beyond the date of the term of this Agreement, including, but not limited to Section 7, Indemnification, shall survive the termination of this Agreement and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

2.3 The City of Sunrise is a bona fide governmental entity of the State of Florida with the CITY'S fiscal year ending on September 30 of each calendar year. If the CITY does not appropriate sufficient funds to purchase or continue the services required under this Agreement for any of the CITY'S fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of CITY'S obligation under this Agreement were last appropriated by CITY and CITY shall not, in the sole event be obligated to make any further purchase or payments beyond said fiscal year.

3. COMPENSATION

3.1 CONTRACTOR'S total compensation for services shall be \$50,000. A 50% deposit shall be made upon execution. Final payment will be submitted for processing after the show. Any work done or services performed by CONTRACTOR after said maximum amount of fees have been incurred shall be at CONTRACTOR'S risk, and CITY shall not be responsible for payment to CONTRACTOR of any fees. If faster payment is preferred, CONTRACTOR must register for ACH payments from the CITY.

3.2 Payment shall be made by the CITY within forty-five (45) calendar days after receipt of and approval of the invoice by the DIRECTOR or designee, per the Florida Prompt Payment Act, Florida Statutes Section 218.70.

4. CANCELLATION

4.1 In the event of cancellation by the CITY due to acts of God beyond the CITY'S control, or civil insurrection or other emergency, the CITY will not be liable for the Agreement price or any other fees or charges. In the event of cancellation by the CITY due to inclement weather, the declaration of a hurricane watch by the National Hurricane Center, or any other event where the City cancels the show more than 24 hours in advance of the show, the CITY'S liability shall not exceed the deposit paid. In the event CITY cancels less than 24 hours in advance of the show, the CITY shall pay CONTRACTOR 100% of Agreement price.

4.2 If CONTRACTOR cancels the show, a minimum thirty-day advance notice will be given to the CITY. Failure to do so may result in the exclusion of the CONTRACTOR from any future shows with the CITY.

4.3 In the event of cancellation by CONTRACTOR due to inclement weather such as rain or wind gusts that exceed 15 knots or 17.26 mph, lack of satellites for GPS positioning, frequency interference with the Wi-Fi or Telemetry systems, or other technical issues, CITY'S liability shall not exceed the deposit paid. By written agreement of both parties, the show date may be rescheduled within the term of the agreement.

5. RELATIONSHIP OF THE PARTIES

5.1 Independent Contractor: CONTRACTOR, its CONTRACTOR personnel, employees, subcontractors, and agents shall be and remain independent contractors and shall not be deemed agents or employees of CITY with respect to the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create an employer/employee relationship, a partnership association, joint venture or undertaking between the parties.

5.2 No Benefits: CONTRACTOR, its employees, adult volunteers, CONTRACTOR personnel, subcontractors, and agents shall not receive or be entitled to any benefits afforded to CITY employees.

5.3 Taxes and Other Employment Levies: CITY shall not be responsible for reporting or paying to CONTRACTOR employment taxes or other similar levies which may be required by federal or state law.

5.4 Control of Work: CONTRACTOR shall control the manner, means and procedures used in providing the services set out in this Agreement.

5.5 Duty to Use Reasonable Care for Accident Prevention: CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property at the premises provided under this Agreement.

5.6 Third Party Beneficiaries: Neither party intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

6. TAXES

6.1 CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law.

7. LICENSE FEES AND ROYALTIES

7.1 CONTRACTOR shall pay all license fees and royalties and assume all costs arising out of or from the use of any invention, design, process, product or device which is the subject of patents rights of copyrights held by others and used in the performance of the work which is the subject of this Agreement, except those items specifically provided by the CITY.

8. INDEMNIFICATION

8.1 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR'S subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES. The CITY reserves the right, but not the obligation, to participate in the defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or earlier termination of the Agreement.

9. INSURANCE

9.1 CONTRACTOR agrees to maintain, on a primary, noncontributory basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY'S review or acceptance of insurance maintained by

CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR. Any coverage maintained by the CITY shall apply excess of, or contingent upon the absence of, insurance required or maintained by CONTRACTOR.

9.2 Commercial General Liability: CONTRACTOR agrees to maintain Commercial General Liability at a limit of liability not less than **\$5,000,000** Each Occurrence, **\$5,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds.

9.3 Additional Insured: The CONTRACTOR agrees to endorse the CITY as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2026 07 04, or GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsement. The Additional Insured shall read “City of Sunrise.”

9.4 Waiver of Subrogation: CONTRACTOR agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an Agreement on a pre-loss basis.

9.5 Certificate(s) of Insurance: CONTRACTOR agrees to provide CITY a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (**30**) days’ endeavor to notify due to cancellation or non-renewal of coverage. In the event the required coverage herein is cancelled, non-renewed or terminated for non-payment, the CONTRACTOR agrees to notify the CITY via email within five (5) business days of the CONTRACTOR receiving said notice. The Certificate Holder address shall read:

Original to:

City of Sunrise
Attn: Leisure Services Director
Leisure Services Department
10610 W. Oakland Park Blvd
Sunrise, FL 33351
purchasing@sunrisefl.gov

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

9.6 Right to Revise or Reject: CITY'S Risk Manager reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operate legally.

10. WARRANTIES

10.1 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state, and local laws, regulations and orders in carrying out its obligations under the Agreement.

10.2 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

11. TERMINATION

11.1 Termination for Convenience: This Agreement may be terminated by the CITY without cause upon thirty (30) days' written notice to the CONTRACTOR. In the event of such a termination without cause, the CONTRACTOR shall be compensated for no more than 50% of work completed and accepted by the CITY'S Representative as authorized herein. In such event, the CONTRACTOR shall promptly submit to the CITY its invoice for final payment under the terms of this Agreement.

11.2 Termination for Cause: This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated by the CITY, the CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONTRACTOR is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 11.1 and the provisions of Section 11.1 shall govern.

12. PUBLIC RECORDS

12.1 The CONTRACTOR shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONTRACTOR and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONTRACTOR shall: (a) keep and maintain public records required by the CITY to perform the services provided hereunder; (b) upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow public records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY; and (d) upon completion of the Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY. If the CONTRACTOR fails to comply with the requirements in this Section 12, the CITY may enforce these provisions in accordance with the terms of this Agreement. If the CONTRACTOR fails to provide the public records to the CITY within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

13. SAFETY

13.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and their amendments.

13.2 The CONTRACTOR shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

- (a) All CITY employees and CONTRACTOR personnel on the work site, and all other persons who may be affected thereby.
- (b) The work and all materials and equipment.

13.3 Other property at the site or adjacent to the site, including trees, shrubs, lawns, walks, pavements, structures, and utilities not designated for removal, relocation or replacement in the course of the work.

14. CLEANING UP

14.1 CONTRACTOR shall be provided with activity space while utilizing CITY premises. CONTRACTOR shall keep the premises free from accumulation of waste material or rubbish caused by the provision of the services set out in Section 1.1. At the completion of each class, CONTRACTOR shall remove all waste materials and rubbish from or about the premises as well as all equipment, and materials and return the space to a condition suitable for use by CITY.

15. ADVERTISEMENTS

15.1 Requests for signs or advertisements of any kind shall be directed to the DIRECTOR, who will work with the Director of the CITY'S Community Development Department in obtaining any necessary approvals for such signs or advertisements. Posters and/or flyers advertising any programs shall be approved in advance, in writing by the DIRECTOR or his duly authorized representative.

16. CITY'S RIGHTS TO USE OF AREAS

16.1 The CITY, through its DIRECTOR, or their duly authorized designee, reserves the right to use any areas for special group activities, or other necessary activities or functions, upon the giving of reasonable notice to CONTRACTOR.

17. ASSIGNMENT

17.1 CITY recognizes that the services of the CONTRACTOR are personal in nature and therefore, the CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY'S prior written approval.

18. PUBLIC ENTITY CRIMES

18.1 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, CONTRACTOR represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

19. DISCRIMINATORY VENDOR LIST

19.1 Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, CONTRACTOR represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

20. SCRUTINIZED COMPANY

20.1 Pursuant to Section 287.135, Florida Statutes, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

20.2 Pursuant to Section 287.135, in the event the Agreement is for one million dollars or more, CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and CONTRACTOR further certifies that it is not engaged in business operations in Cuba or Syria.

20.3 Pursuant to Section 287.135, Florida Statutes, CITY may, at the option of the City Commission, terminate this Agreement if CONTRACTOR is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

21. NON-EXCLUSIVITY

21.1 This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of services to be provided by CONTRACTOR from other sources during the term of this Agreement.

22. NON-DISCRIMINATION

22.1 No person, on the grounds of race, color, national origin, religion, age, sex, gender identity, sexual orientation, disability/handicap, or family or income status shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

23. E-VERIFY - EMPLOYMENT ELIGIBILITY

23.1 CONTRACTOR warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has: (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the CONTRACTOR's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

23.2 CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

23.3 CITY shall terminate this Agreement if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, CITY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor.

23.4 If CITY terminates this Agreement pursuant to Subsection 22.3 above, CONTRACTOR shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, CONTRACTOR shall also be liable for any additional costs incurred by CITY as a result of the termination.

24. FOREIGN GIFTS AND CONTRACTS

24.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, CONTRACTOR shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements, and exceptions are found in Fla. Stat. §268.101. CONTRACTOR represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to CITY before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

25. PROHIBITED TELECOMMUNICATIONS EQUIPMENT

25.1 CONTRACTOR represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. CONTRACTOR represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

26. ANTITRUST VIOLATIONS

26.1 The CONTRACTOR has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, CONTRACTOR certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

27. HUMAN TRAFFICKING

27.1 Pursuant to Section 787.06(13), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit (Exhibit "A" Affidavit of Compliance with Human Trafficking Laws), CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

28. ENTITIES OF FOREIGN CONCERN

26.1 The provisions of this section apply only if CONTRACTOR or any Subcontractor will have access to an individual's personal identifying information under this Agreement. CONTRACTOR represents and certifies: (i) CONTRACTOR is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (iii) CONTRACTOR is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, CONTRACTOR and any Subcontractor that will have access to personal identifying information shall submit to the CITY under Section 33, Notices, executed Exhibit "B" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the CITY attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. Terms used in this section that are not

otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

29. GOVERNING LAW; VENUE

29.1 This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this agreement, except as stated in Section 7, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be courts having jurisdiction over Broward County, Florida. Both Parties hereby waive a jury trial and will proceed to a trial by judge, if necessary.

30. ENTIRE AGREEMENT

30.1 This Agreement contains the entire understanding of the parties relating to the subject matter superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of its terms be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

31. CUMULATIVE REMEDIES

31.1 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or in the future existing at law or in equity.

32. SEVERABILITY

32.1 Should any part, or term of provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of this state, the validity of the remaining portions or provisions shall not be affected.

33. SECTION HEADINGS

33.1 All section headings in this Agreement are included for convenience only and are not to be construed as a part hereof or in any way as limited or expanding the terms set out in this Agreement.

34. NOTICES

34.1 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon hand delivery, mailing by overnight mail or by certified mail, return receipt requested, to the following persons and addresses:

CITY:
DIRECTOR
Leisure Services Department
City of Sunrise
10610 West Oakland Park Blvd.
Sunrise, Florida 33351

CONTRACTOR:
Hireuavpro.com LLC
Graham Hill
5960 Jay St, Unit C
Arvada, CO 80003
graham@hireuavpro.com

With a copy to:
CITY ATTORNEY
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the CITY, signing by and through its duly authorized representative on the ____day of _____, 2026.

CITY

BY: _____
Victoria Hernandez
Procurement Manager
____ Day of _____, 2026

BY: _____
Kevin Pickard
Director of Leisure Services
____ Day of _____, 2026

WITNESS:

CONTRACTOR:

Signature

Print Name Date

EXHIBIT "A"

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____ Signature: _____
 Entity: _____ Print Name: _____
 Title: _____

STATE OF _____, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ of _____.

(SEAL)

Signature of Notary Public – State of Florida

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____

EXHIBIT "B"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____ Signature: _____

Entity: _____ Print Name: _____

Title: _____

STATE OF _____, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of _____.

(SEAL)

Signature of Notary Public – State of Florida

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____