

RESOLUTION R-18-032

A RESOLUTION OF THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING TOURISM; ESTABLISHING POLICIES FOR THE OPERATION OF THE PREMIER SPORTS CAMPUS; APPROVING THE FORMS OF, AND PROVIDING FOR THE DELEGATION OF AUTHORITY TO EXECUTE, CERTAIN AGREEMENTS AND GENERAL CONDITIONS WITH RESPECT THERETO; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 125.01 and 125.0104, Florida Statutes (the "Act"), Manatee County owns and operates the facility known as the Premier Sports Campus (the "PSC") for the purpose of providing a recreation sports venue and promoting tourism in Manatee County, Florida; and

WHEREAS, the Act authorizes the County to operate the PSC, and to fix and collect rates, rentals, fees and charges for the use of any and all of the PSC and related equipment and services, and to advertise and promote within or without the State the PSC and the recreational sports activities that take place at the PSC, to promote tourism to Manatee County; and

WHEREAS, the Board has determined that is necessary and in the best interest of the County to approve the policies for the management and operation of the PSC and to approve the form of, and delegate authority to execute, agreements for the operation of the PSC, as provided in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. ADOPTION OF POLICIES. The Board hereby adopts the Manual of Policies and Rental Pricing Schedule attached to this Resolution as Exhibit "A" as the County's policies for the operation of the PSC.

SECTION 2. APPROVAL OF FORM AGREEMENTS FOR PSC. The Board hereby approves the form of the License Agreement and General Conditions attached to this Resolution as Exhibit "B" for use in the operation of the PSC. The Executive Director of the PSC (the "Director"), or his or her designee, is hereby authorized and directed to execute and deliver License Agreements and General Conditions (and related amendments thereto) substantially in the forms set forth in the above referenced exhibit to this Resolution, with such supplemental documents as are incorporated therein and consistent therewith.

SECTION 3. REPORTING. The Director shall annually provide a list to the Board of all agreements and amendments approved and executed pursuant to Section 2, above.

SECTION 4. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 5. APPLICABILITY. The policies adopted pursuant to this Resolution, and the forms of License Agreements and General Conditions approved herein, shall apply and be utilized in all transactions entered into on or after the effective date hereof.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect as of _____, 2018.

ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE ___ DAY OF _____, 2018.

BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: _____
Chairperson

ATTEST: ANGELINA M. COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By: _____
DEPUTY CLERK

MANATEE COUNTY GOVERNMENT'S
MANUAL OF POLICIES
And
RENTAL AND PRICING SCHEDULE
For
PREMIER SPORTS CAMPUS

EXHIBIT A—GENERAL POLICIES

"Exhibit A"

General Policies
Part 1 – Management Policies

1. County Administrator and Executive Director

- a. The chief administrative official (hereinafter the "County Administrator") serving under the Board of County Commissioners, Manatee County, Florida (hereinafter the "Manatee County Government" or "MCG") shall have supervision and control over the Executive Director (hereinafter the "Director") of Premier Sports Campus (hereinafter "PSC"). Except where specifically provided for, PSC used in the policies and other documents adopted by MCG.
- b. It is the intent of this resolution to provide for administration and management of the affairs of PSC in a manner consistent with the administration and management of the affairs of Manatee County Government. The relationship of the Director of the PSC to the County Administrator shall be consistent with the relationship of the County department heads and office directors to the County Administrator.
- c. The County Administrator or Deputy County Administrator(s):
 - i. May authorize use of PSC at no charge prior to, during or immediately following a declaration of emergency by MCG or other situations that may arise as required to serve the health, welfare and safety needs.
 - ii. May call upon such assistance as may be required from any assistant county administrator or other personnel employed by the MCG to fulfill the responsibilities provided for herein.
 - iii. May authorize by email or memo use of PSC at no charge or discounted for meetings or events required on behalf of MCG.
 - iv. May discount up to 75% at Director's discretion.
- d. Executive Director or designee
 - i. Has the authority to waive or reduce charges on rent, equipment, or other such services provided by PSC for:
 - 1. enticements to rent for "off season" or slower usage months and rental discount as determined by fee resolution.
 - 2. last minute events taking place within the next (120) days.
 - 3. events hosted by or for the Bradenton Area Convention and Visitors Bureau for the purpose of planning, promotion and conducting daily business. A memo, email or internal form may be used as form of authorization.
 - 4. events hosted by or for the Bradenton Area Convention and Visitors

Bureau to include its meetings and fundraiser events. Director may also authorize expenditures for refreshments, meals and/or alcohol provided by PSC or other sources at no charge or a reduced rate.

5. events with high promotional value to the area, such as photo, video and film shoots, and other events deemed by Director.
 6. has the ability to provide new equipment and services as the events require. The items will be officially added with an established price at the adoption of the next rate resolution or addendum.
- ii. Has the ability to develop incentive fee based programs for referrals of rental space for PSC. All programs must be in compliance with all rules of Finance and Purchasing. Rewards for referrals may consist of gift cards, cash rewards or other incentives. Final referral programs will require approval via the Board of County Commissioners consent agenda.
 - iii. May authorize and contract for a flat fee instead of percentage for merchandise commission based on prior or similar events.
 - iv. May approve entertainment expenditures for the purpose of promoting, sponsoring and advertising tourism in Manatee County as provided by travel and entertainment policies and account.

2. Purchasing, Personnel, Financial Transactions and Legal Affairs

- a. Procurement of goods and services shall be performed in accordance with MCG purchasing ordinances, policies and procedures.
- b. Recruitment, selection, records processing, promotion, supervision, separation and all other personnel transactions shall be performed in accordance with the Manatee County Personnel Policy, Rules and Procedures Resolution, as adopted, and as same may be modified from time to time, by MCG.
- c. All accounting and financial transactions and records shall be undertaken and maintained in compliance with the applicable policies and procedures of the Clerk of the Circuit Court now in effect or as may be modified from time to time by the Clerk of the Circuit Court.
- d. Legal services shall be provided by or under the supervision of the County Attorney in accordance with Manatee County Ordinance No. 02-63.

PART 2 – FACILITY USE POLICIES

The policies pertaining to the use of PSC contained in this part are in addition to the policies expressed or implied in the contract documents, elsewhere in this document, and as may from time to time be adopted by the Board.

1. The Facilities Operations Manager of Premier Sports Campus and/or Convention and Visitors Bureau Manager Duties and Delegated Authority

- a. Use Contracts - The Facilities Operations Manager is authorized to enter into all contracts under \$75,000 for the use of the facilities which are consistent with policies adopted by the Board, including approved agreements, general conditions, and facilities use regulations.
- b. Ticket Sales - The Facilities Operations Manager is authorized to enter into agreements for the use of PSC for the sale of tickets in connection with facility use agreements. The form of agreement shall comply with the fee resolution and agreements approved for use by MCG, subject to such changes as may from time to time be required by the policies adopted. Facilities Operations Manager determines and provides a plan of ticket sales in advance.
- c. Reasonable Accommodations - The Facilities Operations Manager is authorized to provide reasonable accommodation to cause events to be successful and reflect favorably on the management and operation of the facilities. It is the intent that this provision be interpreted broadly to afford the Director reasonable latitude in responding to unforeseen circumstances.
- d. Claims and Disputes - The Director is authorized to settle claims and disputes arising out of the performance of the agreements associated with these policies when, in the Director's reasonable discretion, a good faith claim is made regarding the adjusted balance due or amount paid pursuant to such agreements for the use of PSC facilities, products and services, in amounts not to exceed the lesser of ten percent (10%) of the total contract amount or \$750.00 on any single invoice. Such settlement must be based upon the Director's determination that an adjustment is fair due to a misunderstanding or because the Licensee, in good faith, believes that PSC failed to adequately perform its obligations under an agreement. The authority provided herein does not apply to claims or disputes other than those of a Licensee pursuant to a facility use agreement.
- e. Delegation - Unless specifically prohibited or limited herein by the Board, the Director may delegate the authority provided herein to other MCG employees.
- f. Electronic Message Board (Marquee) - The Facilities Operations Manager or designee has the ability to establish guidelines on the use of the electronic marquee message boards. Unless in times of emergency such as hurricane warning and amber alerts, the first priority of the sign(s) will be to advertise events at the facilities. Messages for events sponsored or produced by Manatee County Government may run as space permits when requested by the involved department.
- g. Parking - The Facilities Operations Manager or designee has the ability to develop and establish a plan to charge attendees a parking fee per car for events taking place at

PSC. Events qualifying for a parking fee will include public entertainment events utilizing a paid or donated admission at the door.

- i. Licensee has the option to buy out the parking lot for \$5,000 a day and keep the parking revenue they collected. Director has the discretion to discount parking lot fees.
- ii. The Facilities Operations Manager or designee may use discretion on charging events which may not perfectly fit the criteria.
- iii. The Facilities Operations Manager or designee may also waive parking on events when the revenues are not anticipated to outweigh the expenses.
- iv. The Facilities Operations Manager or designee may negotiate a flat fee buy out with a Licensee so that the attendees will not be charged to park. The fee will be established in advance and will be based on the anticipated number of cars expected for that event.
- v. Facilities Operations Manager has authority to enter into an agreement with host and/or overflow hotel in collecting a dollar amount rebate on each room booked not to exceed \$10.

PART 3 - Rental and Payment Policies

1. Booking Guidelines

- a. Premier Sports Campus first priority is given to out-of-town events that are driven by a larger economic impact. These events may be secured through a bid.
- b. Special Consideration - It is the responsibility of the management to operate the facility in a sound business manner in an effort to maximize both the economic and community benefit and to provide for financial stability of the facilities. Consequently, the Director may promote, solicit, develop, and make reservations for any activity deemed appropriate to the objectives of MCG. PSC will not contract events more than a year out if event takes place during peak season. Events may only be contracted during that time if event utilizes the entire facility.
- c. Booking Policy - Customers have not secured the facility until a signed contract has been received along with any required deposits. While PSC may pencil in requested dates and try to advise the customer prior to entering into a contract with another party on the date and at the time the customer has requested the facility, it is the customer's responsibility to confirm the continued availability of the date until the contract has been signed and required deposits have been paid. If another party requests use of the same space, and PSC staff is able to reach the

customer, the customer may be given a limited time (the time will be based upon the likelihood of losing the new booking) to complete and return the contract and the deposit. The Facilities Operations Manager or designee may request payment in full along with insurance certificate at time of contract execution for users or based upon deficient performance on prior contracts.

- d. At the request of a customer, or when the Facilities Operations Manager determines it is in the best interest of PSC, activities which are considered to be competing for specialized and specific local markets (Tournaments, events, etc) the Facilities Operations Manager may deny use for a similar event for a period of up to 60 days prior to and after a contracted event and any similar event competing for essentially the same special market.
- e. PSC has the right to mandate client use for U.S Tent Rental, for all equipment rental needs (i.e tents, tables, chairs) and Handy-Can for all port-o-let, A/C and pump service.

2. Payment and Refund Policies

- a. The following payment schedule shall apply to signed agreements received at PSC:
 - i. 10% deposit due at signing of agreement
 - ii. Final payment due 14 days prior to event start date
 - iii. A non refundable deposit is due with signed agreement if event occurs less than 90 days when contracted unless event cost is covered in full by the Bradenton Area Sports Commission.
- b. The initial deposit must accompany the signed agreement. PSC will then sign the agreement and return a copy to the Licensee. The initial deposit may be an amount in excess of the minimum required payment provided in the payment schedule above.
- c. Director may waive initial deposit for clients in good standing.
- d. The Director may establish and charge an additional deposit of up to \$1000 per event to be used for additional clean up, damages or additional equipment, products or services when the event will likely incur such costs.
- e. Director, at his discretion, has the ability to charge a different deposit amount based upon negotiation with Licensee. Taking into consideration the size of event, future events and length of established relations.
- f. If excess funds are received from a Licensee, the Director may authorize the excess to be paid to the Licensee after completion of the event. Excess funds will be processed through the Manatee County Finance Department and will be issued to

the Licensee within thirty (30) business days after receipt of the request for payment by Center.

g. Licensee will be reimbursed Post Event if all Fields are utilized in original agreement

h. Refunds/ Payments

1. No refund of required rental payments or actual costs incurred in preparation for an event will be issued if an event is cancelled by the Licensee or the agreement breached.
2. If an event is cancelled by Licensee more than six months prior to the scheduled event date, the Licensee can submit for a refund of monies paid less a \$500 cancellation fee.
3. There is no refund if cancelled within 90 days of event.

3. Failure to Pay on a Timely Basis

- a. If the second payment for the balance of the building use charge is not paid when due, all prior payments, including the initial deposit, shall be forfeited by Licensee. PSC may then advise the public and the media that the event will not take place as scheduled.
- b. If the Balance of Charges is not paid when due, all prior payments shall be forfeited by Licensee and PSC may then advise the public and the media that the event will not take place as scheduled.

4. Dishonored and Fraudulent Payments

- a. If a check, draft or other written order made, drawn, uttered, issued or delivered by the Licensee in any payment is dishonored and returned for insufficient funds on deposit, the Director may, at his discretion:
 - i. Request redeposit of the written instrument, impose a service fee on the Licensee in the maximum amount authorized by law, in addition to any other bank-imposed penalties, and require that restriction of sufficient funds and payment be effected within five (5) business days from the receipt date of the bank's notice with the failure to do so resulting in the early termination of the agreement; OR
 - ii. Treat the dishonored check, draft or other written order as non-payment in breach of the contract, and terminate the agreement and advise the public and the media that the event will not take place as scheduled.

b. If checks, drafts or other written orders made, drawn, uttered, issued or delivered

in any payment to PSC is shown to be a forgery, counterfeit or payment has been stopped, the Director may terminate the agreement for non-payment and refer the matter to the Sheriff's Department for criminal prosecution.

- c. Nothing herein shall prevent PSC from recovering any amounts due under the agreement and dishonored or forged checks, drafts or other written orders.

5. Established Accounts

- a. The Director, at his discretion, may allow flexibility in the payment schedule for established accounts. Established accounts refer to organizations that have had several events with PSC and have maintained a satisfactory payment history.

6. Transfer Option

- a. The following conditions shall apply to the transfer of dates and payments for events which have been cancelled six months or more prior to the scheduled event:
 - i. Licensee has sixty days from cancellation to contract a new event date scheduled within the next twelve months. If this date is cancelled after contracted, all deposits are forfeited.
 - ii. The new date must be open and available.
 - iii. The amount of the payment made at the time the event is cancelled will be applied to the rescheduled date; however, rescheduled events are subject to the building use rates and other charges for facilities, products and services in effect at the time of rescheduling.
- b. If there is a cancellation less than three months or less of a scheduled event, the Director may, at his discretion, approve a date transfer in accordance with 6ai-iii. If the Director determines that it is in the best interest of PSC to do so after considering the reputation of PSC as it may be affected by an unsuccessful event and the likelihood of booking another event for that date.

7. Event Location Changes

- a. The Director, at his discretion, may allow changes in the space to be used, commonly known as downgrades or upgrades, depending upon availability of fields and sufficiency of the time for PSC personnel to make such changes. Payments will be increased based upon space to be used. All previously paid payments will be applied toward the revised payment amount. No refunds of required payments will be made.

8. Denial of Use

- a. The Director is authorized to deny use of the facilities for or by anyone who:
 - i. previously provided false or misleading information in connection with an upcoming event or prior event, including but not limited to the information on the Licensee, Licensee's associates, event details, information provided to the public, and the details provided to PSC;
 - ii. is planning an event that cannot be safely accommodated in the facilities;
 - iii. has previously failed to comply with the terms and conditions of an agreement with PSC;
 - iv. the nature of the event is such that the event would cause a breach of the agreement with PSC or a violation of any applicable law, ordinance or regulation;
 - v. has not settled a previous account with PSC;
 - vi. has previously demonstrated an inability to successfully complete similar events at other venues;
 - vii. has previously failed to comply with contractual obligations at other venues;
 - viii. is unable to demonstrate the ability to successfully plan, finance and implement the proposed event;
 - ix. has promoted an event to be held at PSC prior to having a contract for use of the space;
 - x. wishes to schedule an event that will not allow a reasonable amount of time for turnover for a previously scheduled event; when adequate labor is not available due to schedule conflicts; or the nature of the event will cause a breach of a prior agreement.
- b. Anyone who has been denied the right to use PSC due to violations of sections i, iii, v, vi, and vii above may be considered debarred for a period not to exceed five (5) years from the date of the most recent incident giving rise to the debarment.
- c. Termination of License Agreements: The Director is authorized to terminate license agreements if the Licensee plans or promotes an event that is materially different from the representations provided in a use application or subsequently approved in writing by the Director.

9. Appeals From Determinations of the Executive Director or His Designees

- a. Any actual or prospective Licensee who is aggrieved in connection with actions undertaken by the Director or his designees in violation of the law or these policies may file a written protest with the County Administrator, or designee. The County Administrator may designate one of the Deputy Administrators to consider this protest and conduct an appropriate investigation. The County Administrator or his designee shall conduct such investigations and such hearings as he/she determines are necessary and shall provide a written copy of his or her decision to the protestor within 30 days. The purpose of this procedure is to provide an

expeditious administrative remedy and upon issuance of the Administrator's written decision, the protestor shall be deemed to have pursued all administrative remedies.

10. The Director may make changes in the form of agreement so long as such changes are consistent with policies adopted by MCG and have been approved by the County Attorney or his designee.

PART 4 – MANATEE COUNTY GOVERNMENT USE POLICIES

1. Events conducting official Manatee County Government business including the County Attorney's office may be scheduled at PSC Facilities utilizing a 75% discount off all rent, equipment, labor and services.
 - a. To be eligible for the MCG discount, space must be contracted no more than 45 days prior to the event date and not less than 10 days.
 - b. Official business will not include consumer shows.
 - c. It is the intention that the MCG discount is to be used by the Government Departments and not outside agencies. The event is to be contracted, coordinated and produced by the county department and its employees.
 - d. Reimbursable items will have no additional handling fees added.
 - e. A License Agreement will be executed between the renting department and the facility.
 - f. Executed contracts that are cancelled will incur charges for labor and services expended for administrative time and set up/tear down of equipment. Rent will not apply.
 - g. All payments for events are due with final invoice.
2. County Departments may request to rent PSC owned equipment at 75% off the standard rate based on availability.
 - a. Equipment must be picked up and returned by the renting department in a protected environment – covered truck, van, etc.
 - b. Rental and any damages will be charged to the renting department via final invoice.

Fee Schedule

Rental Rate (Available from 7a – 10p)

- 1) Standard Field (140-yard x 80-yard field) - \$650.00
- 2) Standard Field w/ lights – Additional \$120.00 per hour durations lights on

(Includes: Field lining, 2 Goals w/ nets, 2 Team Benches, 4 Corner Marking Flags, Porto-let toilet)

- 3) Stadium - \$850.00
- 4) Stadium w/ lights - \$1200.00

(Includes: Field lining, 2 Goals w/ nets, 2 Team Benches, 4 Corner Marking Flags, Permanent Restrooms)

Director has the discretion for a 25% discount to Manatee County Residents

Rate by Hour

Field use contracted 4 hours or less = \$100 per hour

(Mainly used for team practice, finishing reschedule game due to weather, team/ individual training)

Rate by Player

\$200 per player

(Per industry standards and best practices in place)

Rate for Training Camps

Training camps with no current annual contract with PSC will pay a minimum flat Rate.

Training camps under new contract with PSC will pay a minimum flat rate + a 10% of anything over

Additional Hours

- 1) 5am-7am/ 10pm-12am, move in/ out and event hours \$125.00 per hour
- 2) 5am-7am/10pm-12am, move in/ out and event hours \$245.00 per hour if lights needed

Personnel Rate

- 1) Additional Field Lining - \$50 per hour per person
- 2) General Labor - \$20.00 per hour per person (4 hr. minimum)
- 3) General Labor – Supervisor Level - \$22.00 per hour (4hr. minimum)
- 4) Custodian - \$15.00 per hour per person
- 5) Head Usher, Ticket Seller - \$18 per hour
- 6) Ticket Taker, Usher - \$16.00 per hour

Reimbursable Labor (EMT, Fireman, Police Officer, Parking attendants, Security Services)

- 1) These will be at actual cost + a 25% administrative fee

Equipment

- 1) 8' Banquet Table - \$8.00 per day
- 2) 6' Banquet Table- \$6.00 per day
- 3) 36" round Cocktail Table - \$10.00 per day
- 4) Chair - \$3.00 per day
- 5) Team Bench - \$25.00 per day
- 6) 8-yard Dumpster – \$250
- 7) Porto-let Toilet - Actual Price plus 25% administrative fee
- 8) Golf Cart - Actual Price plus 25% administrative fee

Parking Fees

Parking lot buy-out fee of \$5000 per day. Director has discretion to discount based on negotiation of future out of town events.

Entrance Fees

Flat Fee or 10% of gross ticket sales, whichever is greater in tickets sold.

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this th day of , 2018 by and between Manatee County Government doing business as Premier Sports Campus, hereinafter referred to as PSC, and , a [type of entity] hereinafter referred to as LICENSEE.

WITNESSETH

All capitalized terms not otherwise defined herein shall have the meanings set forth in the General Conditions.

PSC, in consideration of the payments required herein, and subject to the terms and conditions contained in this Agreement, grants to LICENSEE a non-assignable right for LICENSEE to use and occupy that portion of PSC facilities described as the Space, on such dates and for such events as listed below:

➤ Date, Premier Sports Campus, Event Time, Event Name, Space (fields, stadium, etc.)

LICENSEE will have access to the space at the above times only. Any additional time, before or after hours will be billed. Initials

1. **Charges** – LICENSEE agrees to pay PSC the charges set forth for the use and occupation of the Space and for facilities, products, and service provided.

Standard Field	@	\$ 650.00 per field
With Lights, Additional	@	\$ 120.00 per hour
Stadium	@	\$ 850.00 per day
With Lights, Additional	@	\$1,200.00 per day
Additional Hours	@	\$ 125.00 per hour
With Lights, Additional	@	\$ 245.00 per hour

2. **Rates for Products (Equipment) and Labor Services** – PSC offers additional products, and services, when available, at the below listed single event day rate.

- a. Tables and chairs
 - i. 6' tables - \$6 each per day
 - ii. 8' tables - \$8 each per day
 - iii. 36" tables - \$10 each per day
 - iv. Chairs - \$3 each per day
- b. Other equipment
 - i. Team Bench - \$25 each per day
 - ii. 8-yard dumpster - \$250
 - iii. Port-o-let Toilet - Cost Plus 25% Administrative fee
 - iv. Golf Cart - Cost Plus 25% Administrative fee
- c. Personnel (four-hour minimum)
 - i. General Labor - \$20 per hour per person
 - ii. General Labor Supervisor - \$22 per hour
 - iii. Custodian - \$15 per hour
- d. Security
 - i. Rates for t-shirt security and uniformed officers and supervisors will be at the prevailing rate at the time of event.

3. **Payment Schedule** – The LICENSEE agrees to pay Manatee County/PSC the charges provided as follows:
 - a. Initial Payment – 10% Deposit at signing
 - b. Total of charges – including equipment and additional services ordered will be due 14 days prior to the event via the invoice.
 - c. A final invoice showing all charges and payment will be sent following the event. Visa, MasterCard, Discover, American Express and cash accepted. Personal checks are not accepted less than 21 days prior to the event.

The Director, at his discretion, may allow changes in the space to be used, commonly known as downgrades or upgrades, depending upon availability of fields and sufficiency of the time for PSC personnel to make such changes. Payments will be increased based upon space to be used. All previously paid payments will be applied toward the revised payment amount. No refunds of required payments will be made.

4. **Licensor Shall Provide:**

- a.
- b.
- c.

5. **Licensee Shall Provide:**

- a.
- b.
- c.

6. **Food and Beverage Service** - Only the In-House Concessions shall sell food and beverage service to attendees unless agreed upon by PSC. Teams may provide hydrating liquid (i.e water, Gatorade). PSC does not imply or guarantee the services of the concessions, but only maintains the program to assure compliance with PSC requirements and policies. The failure to enter an agreement for any of these items shall not be cause for either party to terminate this Agreement or be considered a breach or default. "The State of Florida prohibits catering by unlicensed providers." PSC provides all food service and concessions. No other food and beverage (including self-catering and food vendors) may be brought into PSC without written permission.
_____ Initials (Initialing the above signifies you have read and understand this paragraph)

7. **Alcohol Service** - Alcoholic beverages are permitted on site only when LICENSEE obtains State and Manatee County alcohol permits. Only companies with proper license shall serve alcohol.

8. **Advertising and Promotion** - All advertising of performance and/or events held at Premier Sports Campus shall state the correct facility name, include all event logos and include "Lakewood Ranch". LICENSEE shall not advertise a performance and/or events unless and until contracts between all parties are fully executed. LICENSEE shall not allow any media advertising the Event to imply that the PSC is sponsoring the Event. The posting of all signs shall be in compliance with local rules and ordinances. _____ Initials (Initialing the above signifies you have read and understand this paragraph)

9. **Security/First Aid Services** - LICENSEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property.

10. **Indemnity and Insurance** – In addition to performing the other obligations set forth in the General Conditions, LICENSEE shall specifically comply with the obligations set forth in General Conditions K and L, regarding insurance and indemnity.

11. **Designees** – PSC and LICENSEE agree that authority to sign any Addenda or supplementary writings is provided to by LICENSEE. LICENSEE may delete or add designees by providing written notice to PSC.
12. **Future Event Dates** – This Agreement applies to the dates for this Agreement only and does not guarantee any future dates, holds, or prices with PSC.
13. **Layout and Set up details** – Field Layout and set up details for the facility are required to PSC no less than 14 days prior to the move-in of the event. Late submission may result in additional labor charges.
14. **Exclusive Rights** – PSC does not guarantee any exclusive rights to any types of events or tournaments.
15. **Incorporation of Documents** – This Agreement includes the General Conditions, Attachment 1 and any additional written understanding referencing this Agreement and signed by the parties including facsimile transmissions (faxes), all of which are incorporated herein by reference as if each were included within the body hereof.

Total of charges for equipment and services will be provided prior to the event by the Facilities Operations Manager.

LICENSEE

**MANATEE COUNTY, a political subdivision of the State
of Florida, d/b/a
PREMIER SPORTS CAMPUS, per Resolution R-18-032**

Executive Director or Designee

Date _____

Date _____

Premier Sport Campus
General Conditions, Attachment 1

- A. **EVENT SET-UP AND COORDINATION** - Where required by PSC assigned facility representative, LICENSEE will meet and/or speak with PSC approximately thirty (30) days prior to the Event to confirm or establish the Event requirements. Up to 7 days prior to the event, LICENSEE may delete or, where available, add to the facilities, products and services to be provided by PSC.
- B. **LICENSEE'S OBLIGATIONS** - LICENSEE agrees to furnish everything necessary to the Event agreed upon in writing and signed by PSC and Licensee.
- C. **FACILITIES, PRODUCTS AND SERVICES** – In addition to Facilities, Products and Services listed in the Agreement, PSC agrees to make available the additional facilities, products and services listed in the Rate Resolution in effect at the time of the event based upon item availability.
- D. **TICKET SALES** - The sale of tickets provided by or through PSC may only be provided by a separate agreement. The failure to enter an agreement for ticket sales shall not be cause for either party to terminate the Agreement or be considered a breach or default.
- E. **FINAL SETTLEMENT** - At the conclusion of the Event, a final invoice will be prepared by PSC. Any PSC products in the Agreement or any supplementary writings will be included in the final settlement. Any balances due shall be paid by LICENSEE 14 days post-event. If PSC has received funds in excess of the final total charges, any balance due shall be returned to LICENSEE within thirty (30) days.
- F. **DEFAULT BY LICENSEE** - If payments are not made when due or if LICENSEE fails to comply with any of the conditions of the Agreement, at the option of the PSC, the Agreement may be terminated. Upon such termination, PSC may advise the public and the media that the Event will not take place as scheduled, PSC may re-enter the Space and hold the same, remove all persons there from and resort to any legal proceedings to obtain such possession, and the LICENSEE shall pay the full amount of rent and fees for PSC facilities and products and any costs incurred in securing additional products and services. In case a suit or action is instituted by PSC to enforce compliance with the Agreement, PSC in addition to the costs and disbursements provided by statute, shall be entitled to such other sum in U.S. currency as the court may adjudge reasonable for attorney's fees and costs to be allowed in such suit or action.
- G. **NO REFUNDS/BREACH OR TERMINATION BY LICENSEE** - So long as LICENSEE has made all payments when due and remained in compliance with the Agreement, LICENSEE may request for early termination upon delivery of written notice to PSC. Upon early termination under this clause, LICENSEE shall be responsible for only rent or fees for PSC and the facilities or products belonging to PSC (including tax) due as of the date of receipt of such notice and actual costs incurred by PSC related to the provision of services, as of the date written notice of termination is received by PSC. ABSOLUTELY NO REFUNDS WILL BE MADE FOR RENT DEPOSITS OR FEES FOR PSC FACILITIES OR PRODUCTS that are due as of the date of breach or termination by LICENSEE. If payments have been made in advance of the due date, any overpayment shall be repaid to LICENSEE.
- H. **RE-ENTRY BY PSC** - Upon termination of the Agreement as provided in Conditions F and G above, the PSC may re-enter the Space either by force or otherwise without risk of any prosecution or liability therefore, and may at its own option re-rent the Space as the agent of LICENSEE and receive the rent therefore, applying the same first to payment of such expense as may be incurred in re-entering and re-renting the Space, and then to the payment of the rent and fees and costs due; the surplus, if any, to be paid to the LICENSEE. LICENSEE covenants and agrees to pay to the PSC the balance, if any, of the rental to be paid remaining after deducting the net rental resulting from such re-renting. Nothing herein contained shall be construed as imposing any obligation on the PSC to re-rent the Space or in any way affect the obligation of the LICENSEE to pay the full amount of rent, fees

and costs in case the Space shall not be so re-rented.

- I. **CONTROL OF PSC FACILITIES** - In renting the Space to LICENSEE, PSC does not relinquish the right to control management of the Space or the Facility, and to enforce all the necessary and proper rules for the management and operation of the same. The agents and employees of PSC may enter the Facility and Space at any time and on any occasion. PSC reserves the rights not specifically granted to LICENSEE under the terms hereof, including but not limited to the sole right to provide food and beverage service by On-site concessions during any contracted event, sell or give away refreshments, cigars, cigarettes, candies, sandwiches, periodicals, souvenirs and other merchandise, to charge a parking fee for all users of the parking lots, to conduct check rooms, to control programs and to supervise the contents thereof, to schedule other events both before and after dates of the Agreement without notice to LICENSEE, to take photographs, and other privileges, and the LICENSEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges, without the written consent of the PSC.
- J. **AUDIO CONTROL** - If LICENSEE uses any type of audio or sound enhancement' equipment for its event, PSC reserves the right to monitor the sound level to ensure that noise levels do not exceed any applicable laws or ordinances that may apply to sound emanating from the PSC. LICENSEE agrees and PSC expressly reserves the right to physically adjust the audio controls to acceptable levels. If the sound levels continue at an unreasonable and disturbing level, the PSC retains the right to immediately terminate the event.\
- K. **INDEMNITY** – LICENSEE shall indemnify, defend, keep and save harmless PSC, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, patent claims, liabilities, judgments, costs and expenses which may accrue or be asserted against the PSC arising out of LICENSEE'S performance of, or its failure to perform the duties and obligations arising out of agreement. LICENSEE shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against PSC in any such action, the LICENSEE shall, at its own expense, satisfy and discharge the same. LICENSEE expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by or on behalf of LICENSEE shall in no way limit LICENSEE'S responsibility to indemnify, keep and save harmless and defend the PSC as provided herein.
- L. **INSURANCE** - LICENSEE shall be required to furnish satisfactory evidence of liability insurance, including a copy of the endorsement adding Manatee County, political subdivision of the State of Florida as additional insured. The limits of liability are: General Liability – per occurrence \$1,000,000; Third Party Property Damage \$1,000,000. **For concerts and expos – General Liability per occurrence \$2,000,000; For events with bounce houses, fireworks and staging height greater than two feet – General Liability per occurrence is \$5,000,000.** Insurance carriers must be "A" rated or better and coverage must be in place during the length of the license agreement (including move in/out). The certificate must name Manatee County, a political subdivision of the State of Florida as additional insured.
- M. **FORCE MAJEURE** - PSC and LICENSEE shall not be required to perform any obligation under the Contract or be liable to each other for damages if the performance or non-performance of the obligation is made illegal or impossible by an act of God or force majeure. An "Act of God" or "force majeure" event is defined as fire, flood, hurricane, earthquakes, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the PSC and LICENSEE and which event makes the non-performing party's performance impossible or illegal. In case the PSC or any part thereof shall be destroyed or damaged by an Act of God, or if any other casualty or unforeseen occurrence shall render the fulfillment of the Agreement by the PSC impossible including, without limitation the requisitioning of the premises by the United States Government or any arm or instrumentality thereof, or by reason of labor disputes, then and thereupon this Agreement shall terminate and the LICENSEE shall pay rental for the Facility only up to the time of such termination, at the rate herein specified, and the LICENSEE hereby waives any claim for damages or compensation should the Agreement be so terminated.

- N. EVACUATION OF THE FACILITY** - Should it become necessary in the judgment of the PSC to evacuate the Space because of a bomb threat or for other reasons of public safety, the dates and times provided in the Agreement will be extended for sufficient time to complete the Event without additional rental charges providing such time does not interfere with rights previously granted to another licensee. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated or adjusted based on the actual use by LICENSEE, and the LICENSEE waives any claim for damages or compensation from PSC.
- O. ADMISSIONS CONTROL** - Admissions control personnel shall include, but not be limited to, ticket sellers, ticket takers, ushers, parking attendants, etc. LICENSEE agrees to provide the minimum admissions control personnel as required by PSC or its Director.
- P. HANDLING FUNDS** - In the handling, control and custody and keeping of receipts and funds, PSC is acting for the accommodation and sole benefit of the LICENSEE and as to such receipts and funds PSC shall be responsible only for gross neglect or bad faith.
- Q. CAPTIONS** - The Captions provided in the Agreement, these General Conditions, and all other documents incorporated by reference into the Agreement are solely for convenience and not intended to alter, restrict or limit the interpretation of the provision contained in the section.
- R. DEFINITIONS** - Unless the context clearly indicates a different meaning, the following terms used in the Agreement and all supplementary writings shall be interpreted in accordance with the meaning provided below:
1. **Agreement** - The License Agreement and all documents incorporated therein by reference, including without limitation these General Conditions.
 2. **Event** - The activity described in beginning of this Agreement.
 3. **Facility or Facilities** - All real property and improvements thereon and personal property designated as PSC facilities and under the control of the PSC.
 4. **LICENSEE's Invitees** - Anyone on PSC facilities at the direction, request or invitation of LICENSEE and which is to be broadly construed to include but is not limited to LICENSEE, LICENSEE's officers, members, employees, agents, contractors, subcontractors, guests, invitees, vendors and exhibitors.
 5. **Products** - Any personal property of PSC including but not limited to equipment, furniture, machinery, and the like, but excluding disposable supplies, made available for a fee or rental charge about the Agreement.
 6. **Services** - Includes the work, labor and obligations undertaken by PSC about PSC performance of the Agreement exclusive of the obligation of the PSC to make available the Space and products.
 7. **Space** - The room or field area in the Facilities set aside for the use of LICENSEE under the Agreement including the right of access to the Space and the use of walks, drives, restrooms, corridors and other common areas reasonably necessary for the conduct of the Event.
- S. ASSIGNMENT** - LICENSEE shall not assign the Agreement or use of PSC space other than herein specified
- T. ALCOHOLIC BEVERAGES** - All alcoholic beverages are only allowed to be provided and distributed by licensed contracted outside vendors on site. Outside alcoholic beverages not provided by licensed contracted vendor are not allowed on PSC grounds. All alcoholic beverages must be consumed on premise in designated area of alcohol permit and cannot be removed at any time.
- U. RULES AND REGULATIONS** - All persons connected with LICENSEE and LICENSEE's invitees shall abide by and comply with all applicable Federal, state and local laws, rules and regulations including those of law enforcement agencies and fire departments and reasonable regulations of the PSC required to protect the Facility and the health, welfare and safety of all.
- V. EJECTION OF PERSONS** - LICENSEE shall be responsible for ejecting any person who is in the Facility at LICENSEE's request or invitation and whose conduct in the Facility fails to comply with the conditions of the Agreement or poses a risk of injury or

damage to persons or property. LICENSEE is solely responsible for any claims for costs, expenses or damages arising out of the ejection of such persons including those claims where LICENSEE has identified such persons for PSC and requested PSC assistance in ejecting them. Notwithstanding the above provisions, nothing shall preclude PSC from ejecting such persons where LICENSEE has failed to do so.

- W. **SEATING CAPACITY** - In no event shall tickets to any event be sold or disposed of in excess of the seating capacity of the Stadium. LICENSEE shall not admit to the Facility or the Space a larger number of persons than can safely and freely move about in the Space and the decision of the PSC Director in this respect shall be final.
- X. **SEATING OBSTRUCTIONS** - LICENSEE will permit no chairs or movable seats to be or remain in the passageways and will keep all passageways clear at all times. No portion of the sidewalks, grounds, entries, passages, vestibules, abutting streets and ways of access to public utilities of PSC shall be obstructed by LICENSEE or used for any purpose other than for ingress to and egress from the Facility.
- Y. **MACHINERY AND INFLAMMABLES** - LICENSEE shall not operate any engine or bit D motorized machinery, or use oils, burning fluids, camphene, kerosene, naphtha, gasoline or any agent for illuminating the premises, except as authorized in this agreement or approved by PSC.
- Z. **TRADESPERSONS** - LICENSEE agrees that only decorators, caterers, and contractors approved by the PSC shall be employed.
- AA. **VACATION OF SPACE** - In the event that the Space is not vacated by LICENSEE or LICENSEE's invitees on the date and at the time provided in the Agreement, then PSC shall be and is hereby authorized to remove from the Facility, at the expense of the LICENSEE, goods, wares, merchandise and property (LICENSEE's property) of any and all kinds and description which may be then occupying the Space or left in any other part of the Facility. The PSC shall not be liable for any damages to LICENSEE's property which may be sustained and the PSC is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this agreement as any of LICENSEE's property may remain in the facility, PSC shall be entitled to charge the sum per day provided in the rate schedule by the PSC for the use of any space.
- BB. **LOST ARTICLES** - Lost articles left in the Facility following the conclusion of the event shall be released by the PSC to the rightful owner upon satisfactory evidence of ownership in accordance with PSC procedures and applicable provisions of Florida law.
- CC. **FREE SAMPLES/SOUVENIRS** - Neither LICENSEE nor LICENSEE's agents shall give away or sell items under the terms of the Agreement without written permission from the PSC.
- DD. **DECORATIONS, SIGNS AND POSTERS** - LICENSEE will not post or exhibit or allow to be posted or exhibited signs, advertisements, showbills, lithographs, posters, or cards of any description in the Facilities except in the locations provided by PSC. Decorations, signs, banners, and streamers shall not be attached, taped, nailed, pinned or otherwise fastened to any ceiling, drapery, painted surface or wall of PSC. Special decorations and tape must be approved by the PSC Management as to where and how they shall be installed. Confetti also is not to be used on premise. Under NO circumstances are helium filled, Mylar balloons or adhesive back decals to be given away or permitted to be used in the PSC without prior management approval. Any costs incurred by the PSC from the use of, or removal of, these items shall be charged to the LICENSEE.
- EE. **RADIO AND TELEVISION** - LICENSEE is prohibited from having radio television broadcasting facilities, films, recordings or videos made of any performance or event in the Space unless specific written permission is given by the PSC Director.

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- FF. **COPYRIGHTS AND TRADEMARKS** - LICENSEE shall obtain all licenses or authorizations from the copyright or trademark owners or their representatives and agrees to indemnify and hold the PSC harmless from any claims, losses, or expenses incurred with regard thereto. This shall include any and all ASCAP, BMI, SESAC or other copyright fees applicable to an event. Payment of the fees will be made by the LICENSEE directly to the applicable copyright agency.
- GG. **THE FACILITY** - LICENSEE shall not injure, mar nor in any manner deface the Facility, and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured or marred or defaced and LICENSEE will not do, or permit to be done anything in or upon any portion of the Facilities or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Facility or any part thereof, or in any way increase any of insurance upon the Facility or on property kept there.
- HH. **DEFACEMENT** - LICENSEE shall not drive or permit to be driven, any nails, hooks, tacks, or screws in any part of the Facility, shall not tape or permit to be taped any material to any part of the Facility, and shall not make or allow to be made any alteration of any kind therein.
- II. **WATER CLOSETS** - Water closets and water apparatus will not be used for any purpose other than for which they are constructed and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to them on account of misuse of any nature or character whatever shall be paid by LICENSEE.
- JJ. **CARE OF THE FACILITY** – LICENSEE agrees to cause the Space to be kept clean and generally cared for during the term, excepting as provided by regular janitor force employed by the PSC, ordinary wear and tear accepted.
- KK. **PERSONAL PROPERTY** - PSC assumes no responsibility whatsoever for LICENSEE's property. Any watchman or other security services desired by LICENSEE must be arranged in advance with PSC.
- LL. **SMOKING** - LICENSEE shall not permit smoking or the use of E-Cigs in the Space or the Facilities in any place other than areas designated by PSC.
- MM. **DAMAGES** - Any type of damages to PSC property or equipment is to be reported immediately to the PSC Staff. The LICENSEE or his representative is asked to inspect those areas to be used with a representative of PSC prior to move-out to determine any damages resulting from the event.
- NN. **JANITORIAL SERVICES** - PSC shall clean the premises before, during and after the event. Arrangements for this service can be made through the assigned Event Manager. Any cost incurred by the PSC for excessive custodial services will be charged to LICENSEE at prevailing rates.
- OO. **RIGGING** - All rigging within the PSC must be approved in advance and supervised by In-House Audio/Visual on behalf of facility personnel.
- PP. **MOTORIZED EQUIPMENT** - Equipment will be operated by authorized personnel only. LICENSEE is required to ensure that all equipment operated on PSC by LICENSEE'S service contractors do not drip oil or any other staining solutions. Any vehicle which drips oil or staining solutions will be removed immediately from the PSC and the responsible parties will be charged with cleaning costs for removal of stains.

- QQ. **FREIGHT DELIVERIES** - Prior arrangements must be made with PSC to ensure acceptance of freight. Under no circumstances will C.O.D. deliveries be accepted by PSC personnel. All equipment and freight brought into the PSC are to be delivered to designated area. All deliveries must have the name and date(s) of Event for which it belongs.
- RR. **OUTSIDE EXHIBITS** - LICENSEE may place exhibits outside the PSC in any area approved in advance by PSC Management, and contracted as exhibit space.
- SS. **ANNOUNCEMENTS** - PSC shall have the right to make announcements in the interest of public safety, proper operation of the building, crowd control and compliance with rules, regulations, laws, etc.
- TT. **BULK TRASH** - LICENSEE will be responsible for removal of all bulk trash, crates, lumber and packing materials prior to event beginning and following move out. Any costs incurred by the PSC for bulk trash not removed by LICENSEE will be charged to LICENSEE at the prevailing rate.
- UU. **PETS** - No animals or pets are permitted on PSC premise except at an approved exhibit, activity, or performance legitimately requiring the use of animals. Service animals are exempt.
- VV. **GRATUITIES** - Prohibits any PSC employee from accepting loans, advances, gifts, gratuities, or any other favors from parties doing business with PSC. All Licensees and exhibitors should be aware of this policy and refrain from any such activities.
- WW. **RESIDUAL MATTERS** - All matters, rules, regulations, or deviations there from, not expressly provided for herein, shall be decided upon by the PSC Director.