

## Monica Luff

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**From:** William Clague  
**Sent:** Tuesday, February 13, 2018 4:10 PM  
**To:** Monica Luff  
**Cc:** Mitchell Palmer; Alex Nicodemi; Linda Klasing; Elliott Falcione; Dan Schlandt; Juliet Shepard  
**Subject:** Premier Sports Campus Resolution; RLS-2017-0622  
**Attachments:** Resolution Establishing Premier Sports Campus Policies v1.doc; PSC Contract Agreement 2018 (cao comments).docx

Monica:

Pursuant to the above referenced Request for Legal Services you have asked this office to draft a resolution approving operating policies and a standard license agreement for the Premier Sports Campus (PSC). I provide the following legal advice in response:

1. Attached is a draft resolution approving the operating policies and license agreement. It is structured similarly to Resolution R-15-106, which established the operating policies and form agreement for the Convention Center and Crosley Mansion.
2. Also attached is a redline of the form license agreement submitted for review under the RLS, reflecting my recommended changes. Because the form agreement generally follows the form for the Convention Center and Crosley, my comments are mainly to address clarity and consistency.
3. By copy of this email to our Risk Manager, Linda Klasing, I ask that she review General Condition L, Insurance, and let us know if she has any recommended changes to that provision.
4. County staff and this office are presently working on a separate resolution to assign existing sponsorship and vendor agreements for the PSC. I will provide you with a draft of that resolution by a separate email under our standing RLS for the purchase of the PSC (RLS-2017-0576).

Subject to the inclusion of my recommended changes and the resolution of any business concerns of staff, I have no objection from a legal standpoint to scheduling the adoption of the resolution by the Board. I express no opinion as to the business judgment of adopting the resolution or implementing the documents approved thereunder.

This concludes my response to the RLS. Please contact me if you have any questions or concerns.

Bill Clague  
Assistant County Attorney  
Manatee County, Florida  
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[william.claque@mymanatee.org](mailto:william.claque@mymanatee.org)

**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

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 with access to 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.



Premier Sports Campus  
5895 Post Boulevard, Lakewood Ranch Fl. 34211

License Agreement #  
January 17, 2018

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.

	MANATEE COUNTY, a political subdivision of the State of Florida, d/b/a
LICENSEE	PREMIER SPORTS CAMPUS, per Resolution R-18-032
	Executive Director or Designee
Date _____	Date _____

DRAFT

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 ~~lawful money of the United States~~ 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 only 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. **FIRE - 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 fire or any other cause 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 ~~the 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.

Commented [WC1]: Risk Management to review



- 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. 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, earthquake, 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. Then, either party may cancel the Contract Agreement and all deposits, advances, prepayments, and final payments made to the VENDOR shall be refunded to the LICENSEE in full without deduction thirty (30) days following the date of the contract for services was to be held.~~

**Facility Use Regulations, Attachment 2**

**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.

Premier Sports Campus  
5895 Post Boulevard, Lakewood Ranch Fl. 34211

License Agreement #  
January 17, 2018

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- 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.

DRAFT