

LICENSE AGREEMENT

CHARGERS SOCCER CLUB, INC.

This **LICENSE AGREEMENT** is entered into as of _____, 2020 ("Effective Date") by and between **MANATEE COUNTY**, a political subdivision of the State of Florida d/b/a Premier Sports Campus at Lakewood Ranch, hereinafter referred to as "PSC", having an address at 1112 Manatee Avenue West, Bradenton FL 34205 and the **Chargers Soccer Club, Inc.**, a Florida not-for-profit corporation ("Chargers" or "LICENSEE"), having an address at 880 Bay Esplanade, Clearwater, Florida 33767." **PSC and LICENSEE may each be referred to herein as a "Party" and collectively, the "Parties."**

RECITALS

WHEREAS, pursuant to the power and authority granted in Section 125.35, Florida Statutes, Manatee County owns and operates PSC, an athletic field complex, which includes a stadium field, located at 5895 Post Boulevard, Lakewood Ranch, Florida 34211; and

WHEREAS, Chargers and PSC desire to enter into this Agreement for the purpose of conducting several soccer team practices and league play for various ages and sexes that will compete in recreational and competitive leagues, as well as hosting tournaments.

NOW, THEREFORE, for good and valuable consideration paid by Chargers to PSC and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals and Attachments Incorporated.** The recitals set forth above and all attachments referenced herein are hereby incorporated and considered a part of this Agreement for the purposes stated herein. The documents which comprise of this Agreement between PSC and Chargers are:
 - a. This Agreement.
 - b. Attachment 1: General Conditions
 - c. Attachment 2: Manatee County Government's Manual of Policies and Rental and Pricing Schedule for Premier Sports Campus ("Policies")
 - d. Attachment 3: Practice and Field Use Deliverables
 - e. Attachment 4: Form of Addendum for Tournaments and Events

In the event of a conflict between the terms and conditions provided in the Sections of this Agreement and the attachments hereto, this Agreement and any Addendum for Tournaments and Events, Attachment 4, shall control.

2. **Grant of License.** Subject to the terms and conditions of this Agreement, PSC grants to Chargers, and Chargers hereby accepts, a non-assignable, revocable license to use and occupy certain fields within Facility ("Space"), as determined by PSC Representative, for the purpose hereafter provided during the Term of this Agreement, as defined below, unless earlier terminated pursuant to the terms and conditions of this Agreement or applicable law. Chargers and its employees, agents, and invitees are, except as otherwise specifically provided in this Agreement, authorized to use (for their intended purpose) all other areas in and about the Space which are used in common with others, including without limitation parking areas, restrooms, delivery areas, stairways, bleachers, and storage areas.

By executing this Agreement, the Chargers acknowledge and agree to abide by all

General Conditions and Policies of PSC attached hereto as Attachment 1 and 2, respectively. The Parties do not intend to create a lease or any other interest in real property for LICENSEE through this Agreement, and the Parties only intend to create a license in accordance with the terms herein.

3. **Practice and Field Use.** By grant of this License, Chargers may operate a multi-team/multi-league program, with opportunities for various age groups, sexes and competitive interest and skill levels at the Facility. The program shall be operated under the name of Lakewood Ranch Chargers Soccer Club and may be conducted through an organization with limited liability formed and operated at the expense of the Chargers. The Chargers and PSC shall each be responsible for carrying out the deliverables according to Attachment 3, Practice and Field Use Deliverables, of this Agreement.

- a. **Field Use Period.** The Field Use Period shall consist of daily and/or weekly practices and games by Competitive, Academy, and Recreation Players, as defined below. The Chargers Representative shall contact the PSC Representative to reserve fields for use by the Chargers for practices, games and league play. Chargers shall be entitled to use up to five (5) fields per day for practices and up to four (4) fields per day for league games without additional charges beyond the player participation fees. If participation in Chargers programs requires the use of a greater number of fields, the Parties shall negotiate in good faith a reasonable fee for such additional use. Chargers shall have access to the Space during the Field Use Period only. Any additional time, before or after the scheduled Field Use Period shall be billed accordingly. If there are no other events at that time, the Chargers Representative may be responsible to lock and unlock the gates at the Facility.
- b. **Cost.** Chargers shall pay PSC an Individual Player License Fee of seventy-five dollars (\$75.00) per season, per "Competitive and Academy Player" and twenty-five dollars (\$25.00) per season, per "Recreational Player." Total Fees shall be based upon documentation provided by the Chargers to PSC evidencing participation sign-up. The Chargers Representative shall submit the individual player License Fees, anticipated schedule and field reservation form to PSC no later than November 15th of each year of the Term. In consideration of the License Fee, the Chargers shall have a non-exclusive license to occupy PSC under the terms and conditions of this Agreement.
- c. **Modification of Field Use Period.** The Parties acknowledge and agree, that due to the nature of soccer practices and games, the Field Use Period may be changed, modified, canceled at any time. Chargers shall cooperate with PSC to rotate the use of the fields among various age groups and uses to spread out wear and tear on the turf. While PSC will use its good faith effort to have fields available for use by the Chargers, the Chargers understand and agree that certain large events may require exclusive use of the Facility and that such uses have priority over the Chargers use of the Facility hereunder. PSC shall immediately inform the Chargers if such a change or cancellation occurs. PSC and Chargers shall work together to accommodate any changes in the Field Use Period.
- d. **Definitions.** For purposes of this Agreement the following capitalized terms shall be defined as follows:
 - i. **"Competitive Player"** A Competitive player takes part in competitive play and dedicates a lot of his/her time to practice and improve his/her soccer skills to succeed in the game of soccer. The competitive player is an aspiring player who wants to take soccer to the next level including college and beyond.
 - ii. **"Academy Player"** The Academy player endures an increased training using international standard training programs. This is the highest level of youth soccer in the USA and the training offers an elite environment to maximize the development of each individual player. It is a venue to funnel players into the US Soccer Youth National Team program and into playing professionally. This program is monitored by US Soccer Federation.
 - iii. **"Recreational Player"** A Recreational soccer player is primarily devoted to the enjoyment and development of soccer without the emphasis on winning or losing, travel or high-level competition. The Recreational player is randomly assigned to a team without taking into consideration his/her playing abilities and skills.
 - iiii. **"Facility"** Shall mean Premier Sports Campus at Lakewood Ranch, 5895 Post Blvd, Lakewood Ranch, Florida, 34211, including all real property and improvements thereon and personal property designated as PSC facilities and under the control of PSC at the address specified in this Agreement.

4. **Term.** The Term of the Agreement shall be for a period of five (5) years commencing on June 16, 2020 and terminating on June 15, 2025. Notwithstanding the foregoing, either Party may, by written notice to the other, elect to terminate this Agreement at least six (6) months prior to the fifth (5th) anniversary of the Term, which shall be effective upon such

notice. During the last six (6) months of the Term, the Parties shall negotiate with each other in good faith to agree upon the Terms and Conditions under which the Term would be extended for an additional five (5) years.

5. **Operations Representatives.** Each Party shall from time to time throughout the Term appoint and maintain one person to be the primary point of contact for day to day operating issues under the Agreement (the "PSC Representative" and the "Chargers Representative", respectively). The initial PSC Representative shall be the Event Manager. The initial Chargers Representative shall be the Technical Director of the Chargers Soccer Club. Either Party may by notice to the other change its Operations Representative and/or appoint a backup person.

6. **Labor Day Soccer Tournament.** PSC hereby grants Chargers a License to use the Facility to host a Labor Day Soccer Tournament for the following dates within the Term of this Agreement:
 - a. **Dates.**
 - i. September 4-7, 2020
 - ii. September 3-6, 2021
 - iii. September 2-5, 2022
 - iiii. September 1-4, 2023
 - v. August 30-September 2, 2024
 - b. **Cost.** For the Labor Day Soccer Tournament, the Chargers will pay PSC a field rental of four hundred fifty dollars (\$450) per day, per field. The use of field lights associated with the tournament will require additional fees at the rate identified in the Policies. All tournaments at PSC will require a ten percent (10%) deposit to be paid no later than thirty (30) days prior to the start of the Labor Day Soccer Tournament. The amount will be based off the prior years' Labor Day Soccer Tournament. The deposit monies will go toward the overall balance due.
 - c. **Deliverables.** PSC and Chargers acknowledge and agree that the Labor Day Soccer Tournament shall not occur unless and until both parties conduct good faith negotiations and execute a supplemental addendum outlining each Party's respective deliverables substantially in the form attached hereto as Attachment 4, Form of Addendum for Tournaments and Events. If said addendum is not made and executed within six (6) months of the Labor Day date, PSC may market the date for alternative events of its own choosing. Chargers shall commit to use of a specified minimum number of fields at least thirty (30) days in advance of the Labor Day Tournament. The Chargers shall be responsible for all aspects of planning, administering, operating and clean-up relative to the Labor Day Soccer Tournament.

7. **Additional Tournaments.** During each year of the Term, Chargers will organize and operate another tournament (other than the Labor Day Tournament) at the Facility ("Additional Tournament"). The Chargers Representative shall submit field reservation form to the PSC Representative at least six (6) months in advance of the Additional Tournament. PSC agrees to make fields available for this Additional Tournament sponsored by Chargers. The date and event will be agreed upon by the Representatives for PSC and the Chargers.
 - a. **Cost.** For this Additional Tournament, the Chargers will pay PSC a field rental of four hundred fifty dollars (\$450) per day, per field. The use of field lights associated with the Additional Tournament will require additional fees in accordance with the Policies attached hereto as Attachment 3. All tournaments at PSC will require a ten percent (10%) deposit to be paid no later than thirty (30) days prior to the start of the event. The amount will be based off the prior years' tournament. If it is a new tournament, then the amount will be determined by the PSC Representative. The deposit monies will go toward the overall balance due.
 - b. **Deliverables.** PSC and Chargers acknowledge and agree that the Additional Tournament shall not occur unless and until both parties conduct good faith negotiations and execute a supplemental addendum outlining each Party's respective deliverables substantially in the form attached hereto as Attachment 4, Addendum for Tournaments and Events. If said addendum is not made and executed within six (6) months of the anticipated tournament or event date, PSC shall feel free to market the date for alternative events of its own choosing. Chargers shall commit to use of a specified minimum number of fields at least thirty (30) days in advance of the event or tournament. The Chargers shall be responsible for all aspects of planning, administering, operating and clean-up relative to the Additional Tournament.

8. **United States Soccer Federation (USSF) Academy Teams.** PSC hereby grants Chargers a License to use the Space from August 15th through June 15th of each year of the Term, to operate USSF Academy training and league games. Chargers shall have use of two (2) lighted fields for this event on Wednesdays and game days (game days are to be determined) during the hours of 5:30 p.m. and 9:00 p.m.
9. **Stadium Field.** The Facility contains one (1) stadium field that will be available for use by Chargers only for Chargers Academy team league games. The stadium field may not be available for any other league game use. The stadium field will be available for use by Chargers for all tournaments.
10. **Multipurpose Facilities.** The multi-purpose room, public restrooms and trainers room will be available for use by Chargers during each year of Term for the Labor Day Soccer Tournament and any other tournaments hosted by Chargers during the hours that PSC is open.
- Once PSC constructs a fieldhouse building ("Fieldhouse"), it will be available for use by Chargers during any other times outside of tournaments and must be reserved and approved with the PSC Representative prior to use. Chargers understands and agrees that PSC makes no representations or promises as to the completion date of the Fieldhouse during the Term of this Agreement.
 - The Fieldhouse will contain restroom facilities that will be open and available for non-exclusive use by Chargers and the public during the hours that the PSC is open.
 - As stadium locker rooms are built and become available during the Term, the locker rooms may be available to the Chargers at the rate identified in the Policies and must be booked with the PSC Representative, based on availability and right of refusal of all stadium clients.
11. **Restrooms.** Until the Fieldhouse is constructed, PSC, at PSC's own expense, will provide six (6) porta-johns for use by the Chargers and public during practices and league games. Chargers, at its sole expense, will provide any additional porta-johns for all tournaments.
12. **Food and Beverage Concessions.**
- The PSC in-house concessions will sell food and beverages from the concessions facilities for all events, on an as-needed basis, to be determined by PSC Representative. The in-house concessions will keep one hundred percent (100%) of all proceeds therefrom.
 - Except as otherwise provided in this Agreement, only the in-house concessions shall sell food and beverages to LICENSEE and its invitees. Teams may provide hydration fluids (e.g., water and Gatorade® or its equivalent). Except as provided above, PSC does not imply or guarantee the services of the concessions, but hereby agrees to comply with PSC requirements, policies, and all applicable laws, rules, and regulations.
 - No outside food or beverage shall be permitted on property, unless agreed upon by the PSC Representative and the in-house concessions, as they hold the liability insurance on property.
 - LICENSEE understands and agrees that the State of Florida prohibits catering by unlicensed providers.
 - PSC shall provide all food service and concessions. No other food and beverage (including self-catering, food trucks, and food vendors) may be brought into PSC without written permission.
13. **Alcohol Service.** Alcoholic beverages are not permitted on site. Only companies with proper licensure and advance written approval by PSC may serve alcohol at the Facility during events. Should alcoholic beverages be approved, liquor liability insurance shall be purchased by Chargers under a per occurrence policy form and be endorsed to name "Manatee County, a political subdivision of the State of Florida" as additional insured, and include limits not less than \$1,000,000 each occurrence and aggregate.
14. **Sponsorships.**
- PSC has the exclusive rights to sell PSC sponsorships and advertising with one hundred percent (100%) of this revenue to be kept by PSC. Chargers shall have the right to sell individual team sponsorships and advertising with one hundred

percent (100%) of this revenue to be kept by the Chargers. The individual team sponsorship and advertising is only to be displayed at PSC when the team is playing and/or practicing. Chargers must obtain PSC approval for type of individual team sponsorships and advertising prior to placing any advertising at PSC.

- b. Chargers agree to display the Bradenton Area logo on the sleeve of the Academy uniform jerseys in exchange for up to twenty-five thousand dollars (\$25,000.00), guaranteed, in grant sponsorship each year from the Bradenton Area CVB/Sports Commission for the Labor Day Tournament. Chargers must go on Bradenton Area CVB/Sports Commission website to apply for any grants or sponsorships. Logo to be provided by the Bradenton Area CVB/Sports Commission to the Chargers. For any other tournament at PSC, the Chargers shall apply for additional grants or sponsorships, with the amounts based on individual event size.

15. Non-Exclusive Use. Chargers acknowledge and agree that PSC will be licensing other groups to use the Facility, sometimes on the same days that the Chargers will be using PSC. The Chargers also acknowledge the possibility that other groups may reserve the entire Facility during practice times. Chargers acknowledge and agree that PSC has the right to cancel and/or change the Chargers practice, league, or game times at any time during this Agreement. Chargers shall cooperate with PSC and other users to minimize conflicts among users of PSC and promote the efficient use of the Facility by all except for competing youth clubs determined by PSC. Chargers acknowledge that Chargers are not entitled to any share of revenues received by PSC from other users. PSC may permit Chargers to operate the parking lots during events held by other users (e.g. a lacrosse tournament). Such participation shall be on the same terms as specified above, or on such other terms agreed upon in writing by all Parties. Final approval must come from PSC Representative.

16. Security. Chargers shall have, at all times, sufficient security to maintain order and protect persons and property during large events utilizing the entire facility.

17. Indemnity and Insurance. Chargers shall comply with the obligations set forth in General Conditions section K and L, regarding insurance and indemnity obligations. For any event or tournament sponsored by the Chargers, the Chargers shall obtain event liability insurance with the stipulated coverage levels and shall name "Manatee County, a political subdivision of the State of Florida" as additionally insured.

18. Inclement Weather. Chargers acknowledge that there is no lightning detection or protection system or other radar or inclement weather prediction or detection system in place with respect to PSC. PSC shall have no liability for injuries or death caused by inclement weather. PSC shall make reasonable efforts to accommodate Chargers with rain dates for tournaments postponed or delayed by lightning, hurricane or any inclement weather.

19. Miscellaneous.

- a. **Notices.** All notices, demands and requests required or permitted to be given under the provisions of the Agreement shall be (a) in writing, (b) delivered by personal delivery, sent by commercial delivery or sent by certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed to the Party addresses shown below:

To PSC: One Haben Boulevard,
Palmetto, Florida 34221
ATTN: Sean Walter
Sean.Walter@bacvb.com

CC: County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
ATTN: County Attorney

TO CHARGERS: 2140 Drew Street, Suite C
Clearwater, Florida 33765
Steve Kimbrell
KsKimbrell@aol.com

- b. **Default.** A Party shall be in default of the Agreement if it has failed to perform any obligation in compliance with the Agreement and such failure continues for more than thirty (30) days after written notice of breach in the case of non-monetary defaults or ten (10) days from the due date in the case of monetary defaults. In the event of a default not cured within the time frame set forth above, the non-defaulting Party shall have the right to terminate the Agreement effective upon notice to the defaulting Party.
- c. **Cumulative Remedies.** Unless the Agreement specifies a particular remedy or choice of remedies for a particular breach, the non-breaching Party shall have the right to exercise any and all remedies available at law or equity. Available rights and remedies are cumulative and the exercise of one shall not preclude or waive the use of others. In no event shall a Party be liable for punitive or consequential damages.
- d. **Entire Agreement.** This Agreement, together with the General Conditions and all other documents attached hereto and incorporated herein by reference, collectively represents the entire understanding and agreement between the Parties with respect to the subject matter. This Agreement supersedes all prior negotiations and understandings between the Parties, whether written or oral, with respect to the transactions contemplated hereby and all letters of intent and other writings relating to such negotiations.
- e. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument; all counterparts shall constitute one and the same document. The Party providing a signature shall deliver an original counterpart of the same to the other Party.
- f. **Amendment.** This Agreement cannot be amended, supplemented or modified except by a document in writing executed by the Party against whom enforcement of the modification is sought.
- g. **Independent Entities.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- h. **No Waiver of Sovereign Immunity.** Nothing herein shall be interpreted as a waiver of PSC's rights, including the limitations of waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes, or any other immunities, and PSC expressly reserves these rights to the full extent allowed by law.
- i. **Survival.** The rights and obligations of the parties under the Agreement that would by their own nature survive the expiration or termination of the Agreement, including but not limited to those pertaining to indemnities and limitations of liability, shall survive the expiration or termination of the Agreement.
- j. **Waiver of Compliance.** Except as otherwise provided in the Agreement with respect to a particular representation, warranty, covenant, agreement, obligation or condition, any failure of a Party to insist upon strict compliance by the other Party with respect to any representation, warranty, covenant, agreement, obligation or condition herein, at any time or for any length of time, shall not constitute a waiver or an estoppel against asserting, the right to require such compliance in the future. Any such failure to insist upon strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any written waiver of past non-compliance shall be construed narrowly and shall operate as a waiver with respect to a future failure to comply only to the
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extent explicitly stated in such waiver.

- k. **Time.** If the last day permitted for the giving of any notice or the performance of any act required or permitted under the Agreement falls on a day that is not a business day, the time for giving of such notice or the performance of such act will be extended to the next succeeding business day.

- l. **Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by and construed in accordance with the laws of the state of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be Manatee County, Florida. If any proceeding is removed to federal court, such removal shall be to the United States District Court for the Middle District of Florida, Tampa Division.

- m. **No Third-Party Beneficiaries.** This Agreement constitutes an agreement solely between the Parties hereto and is not intended to and will not create any third-party beneficiary or confer any rights, remedies, obligations or liabilities, legal or equitable, on any person other than the parties hereto and their respective successors or assigns. This Agreement shall benefit and bind the successors and assigns of the parties hereto.

- n. **Headings and Interpretations.** The headings, captions and section numbers appearing in this Agreement are for reference only and do not define, limit or describe the scope or intent of such sections this Agreement. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa.

- o. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date and through their duly authorized representatives.

**MANATEE COUNTY, a political subdivision of
the State of Florida. d/b/a**

PREMIER SPORTS CAMPUS,

By:

Director, Convention & Visitors Bureau
Pursuant to Resolution R-18-032

Chargers Soccer Club, Inc.

By:

Steve Kimbrell 2/4/20
Print Name: Steve Kimbrell
President

Title:
Premier Sport Campus
Attachment 1
General Conditions

- A. DEFINITIONS.** The following capitalized terms shall have the meaning given below:
- 1) "Agreement" shall have the meaning given in the preamble.
 - 2) "Event or Tournament" shall mean any scheduled event, practice, league play or Tournament scheduled by LICENSEE under this Agreement.
 - 3) "Facility" shall mean all real property and improvements thereon and personal property designated as PSC facilities and under the control of PSC at the address specified on page one of this Agreement.
 - 4) "PSC Representative" shall mean the general manager of PSC.
 - 5) "LICENSEE" shall mean Clearwater Chargers Soccer Club, Inc.
 - 6) "LICENSEE's Invitees" means any person or entities at the Facility from the direction, request or invitation of LICENSEE and which is to be broadly construed to include but is not limited to LICENSEE, its affiliates, and their officers, members, employees, agents, contractors, subcontractors, guests, invitees, vendors and exhibitors.
 - 7) "Products" means 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 this Agreement.
 - 8) "Space" shall have the meaning given in the Agreement.
- B. EVENT SET-UP AND COORDINATION.** Where required by PSC Representative, LICENSEE shall meet and/or speak with PSC approximately thirty (30) days prior to the Event to confirm or establish the Event requirements. Field layout and set-up details for any event must be submitted no less than ten (10) days prior to the move-in and/or set-up of the event. Up to ten (10) days prior to the Event, LICENSEE may delete or, where available, add to the facilities, products and services to be provided by PSC. LICENSEE'S delay in submitting event set-up and coordination may result in additional labor charges
- 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 as listed in the Policies, attached hereto as Attachment 2, 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 AND PAYMENT DELINQUENCY.** 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 invoice. Any outstanding undisputed balances due shall be paid by LICENSEE within fourteen (14) days after receiving the invoice. If PSC has received funds in excess of the final License Fee, any balance due shall be returned to LICENSEE within thirty (30) days.
- 1) In the event the LICENSEE fails to pay PSC any of the fees or charges due under the provisions of this Agreement, interest at one and one-half percent (1 ½%) per month shall accrue against each delinquent payment until same is paid.
 - 2) Interest shall be charged from date payment is due. Neither the inclusion of the provision, nor its implementation, shall preclude PSC from terminating this Agreement for default or from pursuing any other remedies as provided herein by law. PSC's acceptance of late payment of any fees or charges shall not constitute a waiver of PSC's right to terminate this Agreement in the Event of any subsequent default by LICENSEE in the payment of any fees or charges on the date the same shall be due and payable.
- 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 fees owed 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. TERMINATION BY LICENSEE.** So long as LICENSEE has made all payments when due and remained in compliance with this Agreement, LICENSEE may terminate this Agreement upon delivery of fourteen (14) days written notice to PSC. Upon termination under this clause, LICENSEE shall be responsible only for that portion of the Licensee Fee applicable to LICENSEE's actual use as of the date of termination and actual costs incurred by PSC related to the provision of services, as of the date written notice of termination is received by PSC. Except as provided for in this Agreement, no refunds shall be made for rent or 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. CONTROL OF PSC FACILITIES.** In licensing 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 at the Event, to control programs and to supervise the contents thereof, to schedule other events both before and after dates of this Agreement without notice to LICENSEE.
- I. NON-EXCLUSIVE USE.** LICENSEE expressly acknowledges and agrees that besides the use of the Space as contemplated by this Agreement, the Facility and various parts thereof and areas therein may or will be used for the other events, games, or activities at the Facility and that in order for the Facility to be operated as efficiently as practicable it may or will be necessary to have available the use of services and facilities of the Space, including without limitation entrances, exits, restrooms, cub and concession areas, to be scheduled or shared. LICENSEE agrees PSC shall have the full, and complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable, and LICENSEE agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall LICENSEE enter or use any area, part, or service or facility excluded from the Space without first obtaining PSC's explicit consent and approval.
- 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 PSC. LICENSEE agrees that 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 suspend the Event until LICENSEE's compliance with acceptable sound levels.
- 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 PSC arising out of LICENSEE'S performance of, or its failure to perform the duties and obligations arising out of, this 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. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available or deemed to affect the rights, privileges and immunities of PSC as set forth in Section 768.28, Florida Statutes.

PSC assumes no liability for actions of LICENSEE and shall not indemnify or hold LICENSEE harmless for suits or claims arising out of performance of this Agreement other than that where same is the result of intentional or negligent acts of PSC. Nothing in this Agreement shall be deemed to affect the PSC's right to provide its own defense and recover from LICENSEE attorneys' fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Section 768.28, Florida Statutes.

L. INSURANCE.

- 1) Requirements. LICENSEE shall procure and maintain, at its own cost and expense, (and cause any subcontractor, representatives or agents to acquire and maintain) for the duration of the Agreement the below listed insurance against all claims for injuries to persons or damages to property which may arise from or in the connection with the performance of this Agreement.

- i. Satisfactory evidence in the form of a Certificate of Insurance of such insurance, including a copy of the endorsement adding "Manatee County, political subdivision of the State of Florida" and "Premier Sports Campus" as additional insureds shall be provided to Manatee County before commencement of this Agreement and again upon any insurance renewals or changes. All Certificates of Insurance shall contain the title of the Agreement.
 - ii. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the PSC has the right to review the LICENSEE'S deductible or self-insured retention and to require that it be reduced or eliminated.
 - iii. Coverage must be for all participants, guests, invitees and spectators attending the Event.
 - iiii. LICENSEE'S insurance coverage shall be primary with respect to Manatee County and the Premier Sports Campus. Any insurance or self-insurance maintained by Manatee County shall be excess of LICENSEE's insurance and shall be non-contributory.
 - v. The policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" and "Premier Sports Campus" as additional insureds, shall specify that the insured shall have no right of subrogation against Manatee County, Premier Sports Campus or Bradenton Area Convention and Visitors Bureau for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk.
- 2) Commercial General Liability Insurance. Coverage shall be afforded under a 'per occurrence' policy form, policy shall be endorsed to name Manatee County, a political subdivision of the State of Florida as an additional insured, and include limits not less than:
- i. \$1,000,000 Single Limit Per Occurrence
 - ii. \$2,000,000 Aggregate
 - iii. \$1,000,000 Products/Completed Operations Aggregate
 - iiii. \$1,000,000 Personal and Advertising Injury Liability
 - v. \$50,000 Fire Damage Liability
 - vi. \$5,000 Medical Expense, and
 - vii. \$1,000,000 Third Party Property Damage
- 3) Minimum Insurance Limits Per Leased Period for Concerts, Expos
- i. General Liability – Each Occurrence \$2,000,000
 - ii. Third Party Property Damage \$1,000,000
- 4) Minimum Insurance Limits per Leased Period for Bounce Houses, Fireworks and Staging Greater than Two Feet
- i. General Liability – General Liability \$5,000,000
 - ii. Third Party Property Damage \$1,000,000
- 5) Workers' Compensation Insurance
- i. Statutory workers' compensation insurance coverage shall apply for all personnel on the worksite in compliance with the laws and statutes of the State of Florida and the federal government.
 - ii. Should 'leased employee' be retained for any part of the project or service the employee leasing agency shall provide evidence of workers' compensation insurance coverage and employers' liability insurance coverage for all personnel on the worksite and in compliance with the above requirement.
 - iii. LICENSEE'S insurer shall agree to waive all rights of subrogation against PSC, its officials, employees and volunteers for losses arising from work performed by LICENSEE.
- 6) Employer's Liability Insurance. Coverage limits of not less than:
- i. \$ 100,000 Bodily Injury by Accident {Each Accident}
 - ii. \$ 100,000 Bodily Injury by Disease {Each Employee}
 - iii. \$ 500,000 Bodily Injury by Disease {Policy Aggregate}
- 7) If commercial or professional drones are used during the special event, aviation liability insurance for unmanned aircraft is required with a minimum limit of \$1,000,000 each occurrence. The Premise and Event Liability requirements above must be met. Operations of drones must comply with all applicable rules and regulations established by the FAA.
- 8) Outside Catering is prohibited and must run through the in-house concessions company, as they hold the liability insurance for food and beverage on property. Any outside vendors approved by the in-house concessions must provide insurance to the in-house concessions.

LICENSEE agrees that should at any time it fail to meet or maintain the required

insurance coverage(s) as set forth herein, PSC may terminate this Agreement. Further, LICENSEE agrees and understands that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to PSC or to others, and PSC's failure to request evidence of this insurance coverage shall not be construed as a waiver of LICENSEE's obligation to provide and maintain the insurance coverage specified.

LICENSEE understands and agrees that PSC does not waive its immunity, and nothing herein shall be interpreted as a waiver of PSC's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and PSC expressly reserves these rights to the full extent allowed by law.

M. SUBCONTRACTING. The LICENSEE shall not sub-contract, sublet, assign or transfer any duty under this Agreement to another party without the prior written consent of the PSC. Should the LICENSEE find it necessary to utilize the services of subcontractors, the LICENSEE shall require each subcontractor, in writing to adhere to all applicable provisions of this Agreement. The utilization of any subcontractor by Licensee shall not relieve the LICENSEE from any liability or responsibility to the PSC pursuant to the provisions of this Agreement or obligate the PSC to the payment of any compensation to the subcontractor.

Utilization of any third-party shall not relieve LICENSEE from any direct liability or responsibility to PSC pursuant to the provisions of this Agreement or obligate the PSC to make any payments other than payments due to LICENSEE as outlined in this Agreement.

N. FORCE MAJEURE. Neither Party shall be responsible for delays in performance or considered in default of performance of any obligations of this Agreement to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, named storm, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation or bridge/roadway facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this section, is beyond the control and without the fault or negligence of the Party seeking relief under this section. Then and thereupon this Agreement shall terminate and LICENSEE shall pay fees for the Space only up to the time of such termination, at the rate herein specified, and LICENSEE hereby waives any claim for damages or compensation should this Agreement be so terminated.

O. EVACUATION OF THE FACILITY. The 30-30 Lightning Rule, as described below, shall be observed. Without limiting the foregoing, should it become necessary in the judgment of PSC or LICENSEE to evacuate the Space because of a Force Majeure Event or threat to public safety, the dates and times provided in this Agreement will be extended, upon LICENSEE'S request, 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 the Event, the fee shall be prorated or adjusted based on the actual use by LICENSEE. All conditions of this Agreement (including the License Fee) shall apply to the substitute licensed area.

The 30-30 Lightning Rule: 30 seconds: Count the seconds between seeing lightning and hearing thunder. If this time is less than 30 seconds, lightning is still a potential threat. Seek shelter immediately. 30 minutes: After the last lightning flash, wait 30 minutes before leaving shelter.

P. 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.

Q. 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.

R. CAPTIONS. The captions provided in this Agreement, these General Conditions, and all other documents incorporated by reference into this Agreement are solely for convenience and not intended to alter, restrict or limit the interpretation of the provision contained in the section.

s. ASSIGNMENT. LICENSEE shall not assign its rights or obligations under this Agreement without the prior written consent of PSC. LICENSEE shall not use the Space other than as provided in this Agreement.

T. **ALCOHOLIC BEVERAGES.** All alcoholic beverages are only allowed to be provided and distributed by licensed contracted outside vendors on site, with PSC's advance written approval. Outside alcoholic beverages not provided by licensed contracted vendor are not allowed on PSC grounds. Should advance written approval be granted, all alcoholic beverages must be consumed on premise in designated area of alcohol permit and cannot be removed at any time.

U. **COMPLIANCE WITH LAWS AND REGULATIONS.** LICENSEE and all persons connected with LICENSEE and LICENSEE's invitees shall promptly comply with all:

1. Rules and regulations published by PSC including, without limitation, regulations applicable to use, storage and disposal of hazardous substances and waste and other environmental matters, security policies and procedures, which have been published from time to time with respect to the use of and access to the Space; and

2. Applicable laws and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law (collectively, "Laws") having jurisdiction which shall impose any obligation or duty upon LICENSEE with respect to the Space. In addition, LICENSEE shall cooperate with PSC and take all action reasonably necessary for PSC to comply with laws in regard to LICENSEE's use of the Space.

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 this Agreement, posted policies of PSC, 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 Representative in this respect shall be final.

X. **SEATING OBSTRUCTIONS.** LICENSEE shall use reasonable efforts to prevent chairs or movable seats to be or remain in the passageways and shall 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. **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 this 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. 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 Policies, attached hereto as Attachment 3, for the use of the Space.

AA. **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.

AB. **DECORATIONS, SIGNS AND POSTERS.** Subject to any rights provided to LICENSEE in

this Agreement, LICENSEE shall not post or exhibit or allow to be posted or exhibited signs, advertisements, show bills, lithographs, posters, or cards of any description in the Facilities except in the locations provided and approved 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.

- AC. **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 Representative.
- AD. **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.
- AE. **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.
- AF. **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.
- AG. **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.
- AH. **CARE OF THE FACILITY.** LICENSEE agrees to cause the Space to be kept clean and generally cared for during the License Period, except as provided by regular janitor force employed by the PSC, ordinary wear and tear accepted.
- AI. **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.
- AJ. **PROHIBITION AGAINST DANGEROUS MATERIALS.** LICENSEE agrees not to bring into the Facility any material, substances, equipment or object that is likely to endanger the life or to cause bodily injury to any person within the Facility, or which is likely to constitute a hazard to the Facility therein without the approval of PSC. PSC shall have the right to refuse such materials, substances, objects or equipment to be brought into the Facility and the further right to require immediate removal.
- AK. **SMOKING.** LICENSEE shall not permit smoking, vaporizing or the use of E-Cigs in any place other than areas designated by PSC.
- AL. **DAMAGES.** Any type of damages to PSC property or equipment is to be reported immediately to the PSC staff. The LICENSEE or its 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.
- AM. **JANITORIAL SERVICES.** PSC shall clean the Space before, during and after the event. Arrangements for this service can be made through the assigned PSC Representative. Any cost incurred by the PSC for excessive custodial services will be charged to LICENSEE at prevailing rates.

- AN. **RIGGING.** All rigging within the PSC must be approved in advance and supervised by in-house audio/visual on behalf of facility personnel. LICENSEE shall incur all costs associated with rigging supervision.
- AO. **MOTORIZED EQUIPMENT.** Equipment shall 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.
- AP. **FREIGHT DELIVERIES.** Prior arrangements must be made with PSC to ensure acceptance of freight. Under no circumstances will cash on delivery (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.
- AQ. **OUTSIDE EXHIBITS.** LICENSEE may place exhibits outside the PSC in any area approved in advance by PSC Representative and contracted as exhibit space.
- AR. **ANNOUNCEMENTS.** PSC shall have the right to make announcements in the interest of public safety, proper operation of the facility, crowd control and compliance with rules, regulations, laws, etc.
- AS. **BULK TRASH.** LICENSEE shall be responsible for removal of all bulk trash, crates, lumber and packing materials prior to event beginning and following the conclusion of the Event. Any costs incurred by the PSC for bulk trash not removed by LICENSEE will be charged to LICENSEE at the prevailing rate.
- AT. **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.
- AU. **GRATUITIES.** PSC employees cannot accept 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.
- AV. **RESIDUAL MATTERS.** All matters, rules, regulations, or deviations there from, not expressly provided for herein, shall be decided upon by the PSC Representative.

**Premier Sports Campus
Attachment 2
Manatee County Government's Manual of Policies and Rental and Pricing Schedule
for Premier Sports Campus ("Policies")**

Premier Sports Campus
Attachment 3
Practice and Field Use Deliverables

Recreation or Academy Games

PSC:

- Provide 2- regulation size goals
- Lined fields per Chargers specification
- Provide 2- team benches per team
- Provide 4- corner flags
- Provide 2- trash cans per field
- Provide attendant to handle trash
- Provide parking for attendees

Chargers:

- Provide athletic trainers
- Provide referees
- Provide volunteers (as needed)
- Provide security (as needed)
- Provide traffic control (as needed)

Recreation or Academy Practice (Monday – Thursday)

PSC:

- Provide 2- regulation size goals
- Provide un-lined fields
- Provide parking area for attendees

Chargers:

- Provide any equipment relevant for their practices

Premier Sports Campus
Attachment 4
Form of Addendum for Tournaments and Events

Addendum to License Agreement

This Addendum to the Agreement is entered into on _____ ("Effective Date") by and between MANATEE COUNTY, a political subdivision of the State of Florida d/b/a Premier Sports Campus at Lakewood Ranch, hereinafter referred to as "PSC", having an address at 1112 Manatee Avenue West, Bradenton FL 34205 and the Clearwater Chargers Soccer Club, Inc., a not-for-profit corporation ("Chargers"), having an address at 880 Bay Esplanade, Clearwater, Florida 33767." The following terms and conditions are incorporated into and form a part of the License Agreement to which this Addendum is attached.

Term

1. **Event:**
 - a. Schedule of Event
 - b. Field times
2. **Deliverables.**
 - a. Chargers shall provide:
 - b. PSC shall provide:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date and through their duly authorized representatives.

**MANATEE COUNTY, a political subdivision of
the State of Florida. d/b/a**

PREMIER SPORTS CAMPUS,

By:

Director, Convention & Visitors Bureau

Pursuant to Resolution R-18-032

Chargers Soccer Club, Inc.

By: *Steve Kimbrell* 2/4/20

Print Name: *Steve Kimbrell*

Title: *President*