

**LICENSE AGREEMENT
ATHLETIC FIELDS
(County Wide)**

THIS LICENSE AGREEMENT (the or this "License Agreement") is made as of this ___ day of _____, 2011, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (the "County") and (Name of Org.), a Florida non-profit corporation, (the "Sport Provider").

WITNESSETH

WHEREAS, the County's Board of County Commissioners (the "Board") has determined that it is in the County's best interest to provide opportunities for County residents to participate in recreation activities, and that providing the opportunity for such activities represents a valid public purpose; and,

WHEREAS, the Sport Provider is a 501(c)(3) non-profit whose purpose is to manage and operate the youth (baseball, football, soccer) program through a non-profit association which provides sports education for the youth of Leon County; and,

WHEREAS, the Sport Provider is desirous to use the County's Parks for the purpose of providing youth sports for the citizens of Leon County; and,

WHEREAS, the County and the Sport Provider are desirous of setting forth in this License Agreement their understandings and agreements regarding the use of the said Parks for managing youth sports.

NOW, THEREFORE, for and in consideration of the above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County hereby licenses to the Sport Provider and the Sport Provider hereby licenses from the County certain premises located at the Parks for the term and upon all conditions and agreements set forth herein.

- 1 **PARK PREMISES.** The list of Parks to which this license applies is attached as Attachment #1, which is incorporated herein.
- 2 **TERM.** The term of license of the Park Premises shall be for a period of five (5) years commencing on -----, 2011 and continuing through its termination on -----, 2016 (the "Term").
 - 2.1 **EFFECTIVE DATE.** Notwithstanding that the Term may commence after the date of execution of this License Agreement, this License Agreement shall be fully effective, and in full force and effect and valid and binding against the parties upon being duly executed by all parties hereto.
 - 2.2 **COUNTY'S RIGHT TO TERMINATE.** The Sport Provider acknowledges and agrees that, if the County determines that the Sport Provider's use of the Park Premises interferes in any way with the County's current or future use of the Park, the County shall be entitled to terminate this License Agreement; provided, however, that such

termination shall be effective no sooner than thirty (30) days after the Sport Provider's receipt of the County's written notification of such termination. No such notice shall be required if the Sport Provider is in material breach of this License. The loss of any privileges granted by this License Agreement resulting from termination by the County shall not be compensable to the Sport Provider.

3 LICENSE FEE. In consideration of the Sport Provider managing and operating the Park Premises, in accordance with the terms of this License Agreement, in a manner that provides Leon County residents the opportunity to participate in youth sports as a worthwhile recreation activity, the Sport Provider shall be entitled to the use of the Park Premises for a nominal annual rental rate in the amount of TEN and 00/100 DOLLARS (\$10.00) per year to be paid annually no later than March 15.

3.1 UTILITIES AND SERVICES. The County shall, at no additional cost to the Sport Provider, continue to provide those utilities and services to the Park Premises that are provided to the Park Premises as of the effective date of this Lease Agreement.

4. RESPONSIBILITIES OF THE COUNTY

4.1 MAINTENANCE OF THE FIELDS – The County shall be responsible for all ground maintenance to the athletic fields. The County shall be the sole judge as to whether the conditions of the field are playable. The County shall provide all supplies the Sport Provider needs to perform its daily maintenance on the fields. The County retains the right to make modifications and repairs to grounds and any facilities located therein and to close the facility such as the County deems necessary during terms of this Agreement. The County will provide a list of fields that are not available for use by the Sport Provider at the beginning of the season so that the Sport Provider does not schedule use on these fields.

4.2 BACKGROUND CHECKS - The County is responsible for processing background checks on all volunteers in the manner that the County deems appropriate. The Sport Provider agrees that no coaches, volunteers, or umpires shall be permitted without such background checks and approval by the County. (See Section 5.2)

4.3 GENERAL MAINTENANCE – The County is responsible for cleaning of buildings on the sites and the removal of trash collected on the sites on a daily schedule.

4.4 CONCESSIONS – The County shall provide a clean concession area along with keys for the concession to the Sport Provider at the beginning of the season.

4.5 OTHER USES – The County reserves the right to use, allow to be used by individuals or groups, certain areas inside or immediately adjacent to its complex which shall include, but not be limited to the following: athletic fields, restrooms, concession, parking lots, and/or other areas within the complex for purposes that will be determined by the County.

4.6 REAL PROPERTY – All buildings and structures constructed or placed on the complex are and shall remain the property of Leon County. The County will be responsible for all general repairs and upkeep of the facilities located within the complex. This License

Agreement shall not be construed as conveying any interest in real property, including to the Park premises.

4.7. SECURITY – The County shall pay the monthly maintenance costs for the security alarm system at the Concession and repair costs to the alarm system.

5. RESPONSIBILITIES OF THE SPORT PROVIDER.

5.1 MAINTENANCE OF THE FIELDS – During the baseball season, for baseball related usage, the Sport Provider is responsible for the lining of the in-fields and dragging the in-fields between games. During other sports seasons, the County is responsible for the lining of the fields.

5.2 BACKGROUND CHECKS – It is the responsibility of the Sport Provider to provide a County background check form to each of its coaches, volunteers, or hired workers. All completed forms are then to be timely returned to the County for processing. No individual shall be permitted to volunteer or work until the background check has been processed by the County and the individual has been deemed eligible to participate by the County.

5.3 COUNTY INVENTORY – The Sport Provider shall have the use of such existing personal property owned by the County as may now be located at the park. The Sports Provider agrees to exercise general supervision and responsibility for the proper use and care of all other personal property located at the complex, which is specifically for the use and convenience of all public users of County facilities.

5.4 OPERATING TIMES - The Park premises hours during the week are 6:00 AM to 10:00 PM. On Friday and Saturday the operating hours are 6:00 AM to 11:00 PM. The Sport Provider is responsible to make sure that all activities are over and everyone has left the area on time.

5.5 CONCESSION BUILDING – The Sport Provider has the right to utilize concession facilities during its given season. If utilized, it is the Sport Provider's responsibility to clean the concession everyday of use and to deposit all trash in the dumpster at the park. All items that can be deposited in the recycle dumpster shall be broken down and put into the correct section. All outside equipment is to be stored in the concession building at the end of each day. At the end of the season the Sport Provider is responsible to clean the concession, remove all products from the building, and turn over all keys to the County within fifteen (15) days after the season. In addition the Sport Provider may negotiate profit-sharing agreements with a vendor to set up outside of the concession building. Such agreements require final approval by the County. If the Sport Provider does not elect to operate the concessions in the park, the County has the authority to negotiate a contract with another vendor or service organizations to operate the concessions during this time period. The County reserves the right to restrict items for sale on the premises.

5.6 PERSONAL PROPERTY – The Sport Provider shall be responsible for all personal property of the Sport Provider that is brought or stored on the premises. The County shall not be responsible for the loss, theft, or destruction of any personal property of the Sport Provider or any third party.

- 5.7 GENERAL MAINTENANCE – The Sport Provider and its volunteers are responsible for litter control during and at the close of the team event(s).
- 5.8 VOLUNTEERS – It is the responsibility of the Sport Provider to provide volunteers to coach, officiate, work the concession, and any other jobs that require manpower during their season. All such volunteers are required to have County background checks (See 5.2).
- 5.9 AUXILIARY FACILITIES – Any auxiliary facility approved by the County and constructed by the Sport Provider (such as, but not limited to, batting cages, pitching areas, and soft toss) must comply with County standards, and are the responsibility of the Sport Provider to maintain in a safe and quality condition. County standards include: Netting secured and without holes; interior ground kept free of debris; and routinely mowed and edged by the Sport Provider. At the end of the season, all soft nets shall be removed and stored by the Sport Provider.
- 5.10 FLYERS – The Sport Provider will provide a registration flyer to the County which shall obtain approval for distribution in county schools by the appropriate staff at Leon County Schools. All printing costs of the flyers are the responsibility of the Sport Provider.
- 5.11 SCHEDULING – It is the responsibility of the Sport Provider to provide the County a schedule of all practices, games, and tournaments prior to the start of the season. All tournament schedules shall be given to the County at least two (2) weeks prior to the date of the tournaments. Along with the schedule, any special requests requiring set-up/preparation should be submitted to the County at least two (2) weeks prior to the date of the tournament.
- 5.12 REMODELING – The Sport Provider agrees not to perform any remodeling or install any permanent fixtures or additions on the facility nor otherwise improve any buildings, grounds, or other property owned by the County without its approval.
- 5.13 ADVERTISING DISPLAYS – The Sport Provider shall not post advertising displays unless prior written approval is obtained from the County. All advertising must be made out of cloth or vinyl materials and have openings to allow wind to go through the sign. All advertising will be removed within fifteen (15) days after the end of the season. Only sponsorship advertising shall be considered by the County.
- 5.14 PARTICIPATION FEES – The Sport Provider agrees, in a manner approved by the County, to collect participation fees and to keep records of such transactions. The Sport Provider shall provide scholarships and discounts to those families of low income. All collection of fees is subject to County audit.
- 5.15 CONDUCT - The Sport Provider shall operate under the provisions of this Agreement in such a manner that conforms with all statutes of the State of Florida and the rules and regulations and ordinances of Leon County. The Sport Provider shall give reasonable assistance in seeing that public use of the complex and adjacent grounds conforms to the rules and regulations and ordinance of Leon County and statutes of the State of Florida. Further, the Sport Provider agrees to enforce all rules and regulations adopted by the County covering the conduct of the public in the use of County property. Further, the

Sport Provider agrees to adopt and adhere to recommendations of programs designed to teach and enforce sportsmanship, to the satisfaction of the County.

- 6 COUNTY RIGHTS. The County agrees to grant and does hereby grant by this license, to the Sport Provider, the exclusive right, privilege, and obligation to manage the youth (baseball, football, soccer) program for the period of this Agreement. These operations shall be managed in a manner to provide for the attraction, convenience, and recreation of the public to the satisfaction of the County. The parties shall meet at least once each calendar year during the term of this Agreement in order to review the provisions of this section.
- 7 AMENDMENTS. None of the covenants, provisions, terms, or conditions of this Agreement to be kept or performed by the County or the Sport Provider shall be in any manner amended, waived, or abandoned, except by a written instrument duly signed by the parties and delivered to the County and the Sport Provider.
- 8 RULES AND REGULATIONS. The Sport Provider shall observe any and all ordinances, policies, rules, and regulations (Leon County Code Chapter 13) regarding the use of the Park which are currently in place or which may be hereinafter created or amended, from time to time, by the County.
- 9 ASSIGNMENT. The Sport Provider agrees to neither transfer nor assign this Agreement or to sublet the privileges or premises without the prior written consent of the County.
- 10 NON-DISCRIMINATION. The Sport Provider will not on the grounds of race, color, religion, sex, sexual orientation, national origin, age, disability, ancestry, marital status, pregnancy, familial status, gender, or gender identity or expression discriminate or permit discrimination against any person or groups of persons in the use or occupancy of the premises.
- 11 INDEPENDENT CONTRACTOR. It is mutually understood and agreed that the Sport Provider is associated with the County only for the purposes and to the extent specified in this Agreement, and in respect to performance of the licensed services pursuant to this Agreement, Sport Provider is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the county whatsoever with respect to the indebtedness, liabilities, and obligations of Sport Provider or any other party. Neither the Sport Provider nor its volunteer, or representatives shall be considered employees, agents, or representatives of the County.
- 12 LIABILITY INSURANCE. The Sport Provider shall provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. The Sport Provider's insurance shall include the County as an additional insured for liability under such policies.
- 13 SPORT PROVIDER INDEMNITY. The Sport Provider agrees to indemnify and hold harmless, in whole or in part, the County and its respective officials, officers, directors and

employees to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), which claims are threatened or assessed against, levied upon, or collected from, the County and which have arisen from the performance by the Sport Provider, its agents, representatives, employees, and/or Contractors and Subcontractors pursuant to this Lease Agreement. Notwithstanding the foregoing, the Sport Provider shall not be required to so indemnify the County with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of the County or any of the agents or employees of the County nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by proceeds received by the County pursuant to insurance maintained by the Sport Provider.

- 14 **DAMAGE OR DESTRUCTION TO PARK PREMISES.** The County shall not be liable or responsible to the Sport Provider, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, other than the County, or any cause beyond the County's control or for any damage, inconvenience, or loss of use of the Park Premises, which may arise through repair or alteration of any other part of the Park, that is consistent with this License Agreement, and is not responsible for repair or restoration of the Park Premises.
- 15 **SPORT PROVIDER NEGLIGENCE.** If the Park Premises or any other portion of the Park is damaged by fire or other casualty resulting from the fault or negligence of the Sport Provider or its agents, representatives, employees, and/or Contractors and Subcontractors, the Sport Provider shall be liable to the County for the cost of repair and restoration of resultant damage to the Park.
- 16 **SEVERABILITY.** The provisions of this Agreement are severable. In the event any paragraph or portion of the Agreement is declared illegal or unenforceable, the remainder of the Agreement shall remain in effect and binding upon the parties.
- 17 **INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.** This Lease Agreement is the only agreement between the parties pertaining to the Lease Agreement of the Park Premises and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.
- 18 **CONDITION OF TERMINATION.** This Agreement may be terminated prior to expiration by either party upon thirty (30) days written notice to the other party. However, no termination pursuant to this paragraph shall take effect during the sport season of any year this Agreement is in effect. The Sport Provider will have thirty (30) days to remove personal property from the park.
- 19 **NOTICES.** Any notice or document, including any payment of rent, required or permitted to be delivered by the terms of this Lease Agreement shall be delivered as follows by any of the following acceptable forms:

- 19.1 by hand delivery;
- 19.2 by certified mail, return receipt requested; or
- 19.3 by guaranteed overnight delivery service.
- 19.4 Notices to Sport Provider shall be delivered to:

Name and Address of Sport Provider

- 19.5 Notices to the County shall be delivered to:

Leon County Division of Parks and Recreation
Attn: Director
2280 Miccosukee Road
Tallahassee, Florida 32308

With a copy delivered to:

Leon County Attorney's Office
Leon County Courthouse
301 S. Monroe Street, Suite 202
Tallahassee, FL 32301

and

County Administrator
Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301

- 19.6 All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner.

IN WITNESS WHEREOF, the Sport Provider and the County have caused this Lease Agreement to be duly executed as of the date first above written.

Signed, Sealed and Delivered
in the Presence of:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: President _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ___ day of ___
2011, by _____, whose title is _____ for (Name of the
Organization), and who is personally known to me and who did take an oath.

NOTARY PUBLIC

Signature _____

Typed or printed name _____

My Commission expires _____

[REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE TO FOLLOW]

Signed, Sealed and Delivered
in the Presence of:

LEON COUNTY, FLORIDA

Print Name: _____

By: _____
Vincent S. Long
County Administrator

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ___ day of _____ 2011,
by Vincent S. Long, whose title is County Administrator for Leon County, Florida, a charter
county and political subdivision of the State of Florida, and who is personally known to me and
who did take an oath.

NOTARY PUBLIC

Signature _____
Typed or printed name _____
My Commission expires _____

ATTEST:

By: _____
Bob Inzer, Clerk of the County

Approved as to form and sufficiency:

By: _____
Herbert W.A. Thiele, Esq.
Leon County Attorney

**LICENSE AGREEMENT
ATHLETIC FIELDS**

List of Applicable Parks:

Apalachee Regional Park
7550 Apalachee Pkwy

Canopy Oaks Community Park
3250 Point View Drive

Daniel B. Chaires Community Park
4768 Chaires Cross Road

Ft. Braden Community Park and field at Ft. Braden Community Center
adjacent to the new Fort Braden School and 16387 Blountstown Highway, respectively

J. Lewis Hall Sr., Woodville Park and Recreation Complex
1492 J Lewis Hall Sr Ln

Miccosukee Community Park
Located at the Old Concord School House on Moccasin Gap

Stoneler Road Park
Located in northwest Leon County, off of Capital Circle

Tower Road Park
Northwest area