

P.C.B. PARKS & RECREATION SPORTS FACILITY

USE AND LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 201____, by and between the City of Panama City Beach, Florida, a municipal corporation (the "City"), and _____ ("Licensee"):

CITY HEREBY GRANTS to Licensee a license to use Panama City Beach Parks & Recreation Sports Facilities in Bay County, Florida, upon the terms and conditions of this Agreement, which are:

1. TERM. Licensee shall be entitled to use the following described facilities (the "Site"):

Check:

Aaron Bessant Park	Soccer Fields Trails	A1- A3
Conservation Park	Trails	
Frank Brown Park	Baseball/ Softball Fields (South Complex) Baseball/ Softball Fields (North Complex) Basketball Court- Indoor (Gymnasium) Basketball Court- Outdoor Gayle's Trails Multipurpose Fields (Festival Site) Soccer Fields Tennis Courts	F1- F4 F5- F9 B1 B2 M1- M3 S1- S3 T1 T2 T3 T4

Other Facility: _____
 on the following date(s) _____ and times _____ (the "Term").
Start Time / End Time

2. LIMITED USE OF SITE. Licensee shall use the Site for the exclusive purpose of.
 Official Event Title: _____ (the "Event").

Check:

Baseball	Basketball	Cheerleading
Walk/ Run	Football	Lacrosse
Soccer	Softball (Fastpitch)	Softball (Slowpitch)

Check:

Youth	Adult	Senior
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3. SPORTS FACILITY GUIDE. I have received a copy of the Sports Facility Guide (updated 12/2018) and agree to abide by all rules and regulations. [REDACTED] (Leasee Initial)

4. FEE.

- a. A deposit shall be paid to the City at the time Sports Facility Agreement is returned to Parks & Recreation Department in the amount described in Exhibit A.
- b. No later than ten (10) days in advance, Licensee shall pay City **all** rental fees due, plus all applicable late fees and sales and use taxes for use of the Site in accordance with the Schedule of Fees and Costs attached and incorporated as Exhibit A hereto. (Exception: Tournaments, no less than thirty (30) days after the Event)

5. ACCEPTANCE OF SITE. Licensee represents and warrants that it has inspected or caused to be inspected the Site, including all facilities, utilities and improvements thereon, and that they are all acceptable "as is" and appropriate for the Event. In the event of a material change in the condition of the Site adversely affecting Licensee's ability to produce the Event, Licensee's sole remedy shall be to terminate this Agreement upon written notice to the City, any use fee that has been paid will be refunded.

6. UTILITIES. The City shall pay the cost of utilities reasonably consumed during the Term, including water, sewer, gas and telephone. Licensee shall pay the cost of those utilities generated or consumed on or within the Site during the Term which exceed normal operating standards, including but not limited to, electricity, gas, telephone-internet, cable television, and solid waste.

7. ALTERATIONS, ADDITIONS, IMPROVEMENTS. No permanent alterations, additions or improvements shall be made to the Site. The City shall require the Licensee to remove any alteration, addition or improvement and restore the Site to its original condition at the Licensee's expense. Licensee must submit a site plan to obtain the City's consent for temporary improvements made by Licensee on the Site necessary to produce the Event. Licensee shall remove all temporary improvements existing on the Site or Parking Lots at the conclusion of the Event, failing which the City or its designee may seize, impound, remove and destroy the same at Licensee's expense.

8. REPAIRS, MAINTENANCE, AND CLEANUP. Licensee shall at its expense keep and maintain the Site in good repair during the Term. Licensee agrees to repair, replace or compensate the City for any excessive cleanup required or for any damage sustained to City property during the Term, as determined by the City in its sole discretion.

8. CONDITION AND VACATION OF SITE. Licensee shall neither commit nor permit waste of the Site. At the termination of this Agreement by lapse of time or otherwise, Licensee shall vacate and return the Site to the City in the same or better condition as received, failing which the City or its designee may take any necessary steps to return the Site to the same or better condition as they were received by Licensee, at Licensee's expense.

9. COMPLIANCE WITH LAWS. Licensee shall comply and cause its employees, agents and subcontractors to comply with all laws, ordinances and regulations applicable to the occupation, use or maintenance of the Site, and shall promptly comply and cause the same to comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or associated with the Site.

10. RIGHT OF ENTRANCE. The City shall have the right to enter the Site at all times during the Term and shall have free access at all times to all spaces occupied by the Licensee, its employees, agents and subcontractors.

11. TOURNAMENT VENDORS—FEES AND REGULATIONS. The City reserves the right to approve all tournament vendors. The tournament promoter shall guarantee the spaces needed for vendors 2 weeks in advance of the Event, and no promoter shall be authorized to provide more than six vendors for an Event. The tournament vendor fee is \$30 per vendor per day, covers a 20' x 20' space, and covers the costs of City Business Registration and licensing, utility fees. Promoters shall provide vendor information to the City no later than three business days prior to the event. Each vendor shall pay the 1% sales tax on gross receipts within 20 days of the conclusion of the Term. Please be advised that no Promoter shall be authorized to provide temporary food or beverage vendors at Frank Brown Park. For public safety purposes, no vehicles or vendors shall be permitted to offer merchandise or services inside the sports complexes or on the sidewalks or paved walking trails within PCB Parks & Recreation facilities.

12. INSURANCE AND INDEMNIFICATION.

- a. City of Panama City Beach has the right to receive copies of all insurance policies upon request. Policies shall not contain any exclusions that are not acceptable to the City. If requested by the

City, all policies must be certified by the insurance carrier as being true and complete. Insurance and indemnification requirements are outlined in Exhibit B.

- b. To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgements, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.
- c. Contractor's obligation to indemnify and hold harmless under this Section 12 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the City of an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13. ALCOHOL. The possession, consumption, and sale of alcoholic beverages are prohibited unless expressly such use is expressly authorized and approved in writing by the City.

13. ATTORNEY'S FEES. In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

14. TIME. Time is of the essence in this Agreement.

15. FORCE MAJEURE. The City's failure or inability to provide any facility for public use at any time as a result of circumstances beyond its control, such as, but not limited to; war, terrorism, lightning strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

16. REMEDIES. Failure to cure a breach of a material term hereunder within four (4) hours of Licensee's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

17. ASSIGNMENT. This Agreement is not assignable.

18. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. MODIFICATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Licensee.

20. WAIVER. Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

21. ENTIRE AGREEMENT. This Agreement, and any exhibits attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed in the presence of:

Licensee

Witness 1 (Print Name):

By:

Its: _____

Witness 2 (Print Name):

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____, 201__

by _____ as _____ of _____

() who is personally known to me.

() who produced _____ as identification.

Signature of Notary Public

CITY OF PANAMA CITY BEACH, FLORIDA a
municipal corporation

By: Mario Gisbert, City Manager

ATTEST:

Mary Jan Bossert, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____, 201__
by Mario Gisbert and Mary Jan Bossert as City Manager and City Clerk of Panama City Beach, FL
who are personally known to me

Signature of Notary Public

2. Special Provisions for the Event

NOTE Execution of this Sports Facility Use & License Agreement does not constitute confirmation of your Event at a PCB Parks & Recreation facility. To lock in the date(s) and facilities requested, you must submit a completed and fully executed and notarized Document Package including the USE AND LICENSE AGREEMENT, a Certificate of Insurance, deposits/ payments and any applicable vendor and special event permits to the City of Panama City Beach PCB Parks and Recreation, Attn: Facilities & Special Event Coordinator, 16200 Panama City Beach Parkway, Panama City Beach, FL 32413, Fax: 850.233.5161. Events will be scheduled upon receipt of the complete Document Package.

I, the undersigned, understand and agree to abide by the terms and conditions set forth in this Exhibit A to the City of Panama City Beach's PCB PARKS & RECREATION SPORTS FACILITY USE AND LICENSE AGREEMENT. I also have reviewed and accept the terms of the User Fees General Rental Information

By: _____ Date: _____
On Behalf Of: _____
As its: _____



For Office Use Only

Estimated Fees *This is an estimate of fees based on information given in this contract by the Lessee. A final total will be given at the conclusion of the event that includes any damages and/or additional charges incurred by the Lessee during the term of the lease.*

Estimate Total: _____

Total Event Fees Accrued *This is a final total of fees accrued by the Lessee during the term of the lease. These may be from damages or any other charges that have been incurred. This total may be more or less than that of the estimate.*

Total Event Fees: _____

Exhibit A

Name of Event: _____
 Sponsoring Organization: _____ Phone: _____
 Website: _____

Contract Representative: _____
 Email Address: _____
 Mailing Address: _____

1. SCHEDULE OF FEES AND COSTS.

Softball/ Baseball/ Multi-Purpose Fields (Fields Close at 1 a.m.)

Field Rental	<i>Does not include lights</i>	\$15 per hr.
Tournament Field Rental - South Complex (F1-4)	<i>Per field 12hr min- includes field prep/staff; Must rent entire complex; 4 hr min/ June through first full week of Aug. 12 hr min.</i>	\$52 per hr.
Tournament Field Rental - North Complex (F5-9)	<i>Per field 12hr min- includes field prep/staff; Must rent entire complex; 4 hr min/ June through first full week of Aug. 12 hr min.</i>	\$65 per hr.
Security Rental Deposit	<i>Due at time of reservation- applied to final fee</i>	\$25 per day/field

Tennis, Pickleball & Outdoor Basketball Courts (7 a.m.- 11 p.m.)

Tournament: Tennis Courts (4), Pickleball Courts (2) Outdoor Basketball Courts (2)	<i>Per facility/ location</i>	\$200 all
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Batting Cages

Batting Cages- Day Time	<i>First Come First Serve</i>	Free
Batting Cages- Night Time	<i>Light fee if field is not being used</i>	\$20 per hr.

Trails- If Holiday Double

Gayle's Trails	<i>Includes Staff 5K Race Prep; For 10K add \$30</i>	\$150 per race
Conservation Park Trails	<i>Includes Staff, 5K Race Prep; For 10K add \$30</i>	\$200 per race

Miscellaneous Fees

Quick Dry		\$13 per bag
Vendor Fee	<i>Per vendor paid by Tournament Director</i>	\$30 per day
Field Prep- Baseball/ Softball		\$50 per field
Field Prep- Equipment Set-up	<i>Soccer/ Lacrosse/ Football- Goals/ Equipment/ Set-up</i>	\$150 per field
Field Prep- Equipment Set-up- 3v3	<i>Soccer/ Lacrosse- Goals/ Equipment/ Set-up</i>	\$50 per field
Field Prep- Moving Bases		\$30
Field Prep- Moving Pitching Mound		\$20
Field Prep- Chalking Field		\$20
Club Sports/School/Fitness Group Field Rental	<i>Does not include field prep or lights</i>	\$13 per hr.
Administration Fee	<i>Required for each agreement/ event- Submitted with agreement</i>	\$35

5.7% Florida Sales Tax

1% Bay County Sales Tax

***Holiday Rate: Rent Double**

Exhibit B (Insurance Requirements)

Licensee shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental or use of the facilities and the activities of the Licensee, his guests, agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Licensee.

To help Event Directors confirm that the minimum insurance requirements of the City is in place, an Insurance Program Process and Risk Management Program has been established.

An independent insurance consultant will review the insurance policy and confirm that all requirements have been met.

1. Commercial General Liability Insurance Coverages:

The following minimum limits per event type:

All Events:

- Each Occurrence- \$1,000,000
- Damage to Rented Premises- \$100,000
- Personal and Advertising Injury- \$1,000,000
- General Aggregate-\$3,000,000

2. Liquor Liability

If Licensee will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Licensee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Licensee intends to sell alcohol either the Licensee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

All Events:

- Each Occurrence- \$1,000,000
- General Aggregate- \$3,000,000

3. Automobile Liability

Business Auto coverage is required for all autos owned, rented, hired or borrowed by the Licensee subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

- \$1 million- Any One Accident- Combined Single Limit

4. Workers Compensation

(For all licensees with employees including leased or temporary employees)

Workers' compensation and employers' liability insurance coverage for all persons subject to the Workers' Compensation Act.

5. Acceptability of Insurers

Insurance is to be placed with the insurers with a current A.M. Best's rating of no less than A VII, unless otherwise acceptable to the City of Panama City Beach.

6. Verification of Coverage

Licensee shall furnish the City of Panama City Beach with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Panama City Beach at least five days before Licensee commences activities.

7. Additional Insureds

City of Panama City Beach, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the Licensee of the facility, work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance. *(Please note: City of Panama City Beach must be listed as additional insured for general liability, liquor liability (if applicable), and auto (if applicable)).*

8. Waiver of subrogation

Licensee hereby grants to City of Panama City Beach a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City of Panama City Beach by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Panama City Beach has received a waiver of subrogation endorsement from the insurer.

9. Sub-subcontractor/ Sub-Vendor

Before permitting any Sub-subcontractor/ Sub-vendor to perform work under this agreement, the Licensee shall require the Sub-subcontractor/ Sub-vendor to maintain insurance in like form and amounts to that required herein. Licensee shall be responsible for ensuring that Sub-subcontractor/ Sub-vendor maintains insurance in like form and amounts and shall provide evidence of same to City of Panama City Beach if requested.

10. Notice of Cancellation

All insurance coverages required by this contract shall contain a provision that the coverage afforded here under cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to the City of Panama City Beach.

11. Special Risks or Circumstances

City of Panama City Beach reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage or other special circumstances.

Legal Disclaimer. Views expressed here do not constitute legal advice. The information contained herein is for general guidance of matter only and not for the purpose of providing legal advice. Discussion of insurance policy language is descriptive only. Every policy has different policy language. Coverage afforded under any insurance policy issued is subject to individual policy terms and conditions. Please refer to your policy for the actual language.