

LICENSE AND CONCESSION AGREEMENT

Between

BROWARD COUNTY

and

U.S. SOCCER 5, LLC

for

**MINI-SOCCER FIELDS AND FOOD AND BEVERAGES CONCESSIONS AT BRIAN PICCOLO AND
TRADEWINDS PARKS**

(RLI #R2113880R1)

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1	DEFINITIONS..... 1
2	USE OF THE LICENSED PREMISES AND SCOPE OF SERVICES..... 3
3	TERM AND TIME FOR PERFORMANCE..... 5
4	LICENSE FEE 5
5	PAYMENT OF OBLIGATIONS AND TAXES 8
6	REVENUE HANDLING AND REPORTING 9
7	PAYMENT FOR UTILITIES USAGE; TRASH REMOVAL SERVICES..... 9
8	INDEMNIFICATION 11
9	INSURANCE 11
10	TERMINATION 14
11	PRICES CHARGED BY SOCCER 5..... 15
12	REPORTS AND RECORDS 16
13	SOCCER 5'S CONCESSIONS SERVICES MANAGER..... 17
14	CRIMINAL BACKGROUND SCREENING 17
15	QUALITY OF SERVICES 18
16	HOURS OF OPERATION 19
17	FACILITIES AND SERVICES PROVIDED BY COUNTY..... 20
18	DAMAGES; LIABILITY FOR DAMAGE OR INJURY 21
19	EMERGENCY PREPAREDNESS PLAN 21
20	INSPECTION BY COUNTY 21
21	EMERGENCY REPAIRS BY COUNTY..... 22
22	REMOVAL OF PROPERTY FOLLOWING EXPIRATION OR EARLIER TERMINATION OF AGREEMENT AND RIGHT OF FIRST OFFER..... 22
23	APPROVALS 23
24	OWNERSHIP OF SOCCER 5 23
25	PERFORMANCE DEPOSIT 23
26	EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE 24
27	MISCELLANEOUS..... 24
28	REPRESENTATIONS AND WARRANTIES 32
EXHIBIT A - SCOPE OF SERVICES	
EXHIBIT B - LOCATOR MAP	
EXHIBIT C - CAPITAL IMPROVEMENTS PROJECTS	
EXHIBIT D - AFFIDAVIT CRIMINAL BACKGROUND SCREENING	
EXHIBIT E - INSURANCE REQUIREMENTS	
EXHIBIT F - PRICING OF ITEMS FOR SALE OR RENT	
EXHIBIT G - PROJECT PHASES AND DELIVERABLES	
EXHIBIT H - FORM OF PERFORMANCE BOND	
EXHIBIT I - FORM OF PAYMENT BOND	

LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD COUNTY AND U.S. SOCCER 5, LLC, FOR MINI-SOCCER FIELDS AND FOOD AND BEVERAGES CONCESSIONS AT BRIAN PICCOLO AND TRADEWINDS PARKS (RLI #R2113880R1)

This is a License and Concession Agreement ("Agreement") made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and U.S. Soccer 5, LLC, a Florida limited liability company ("Soccer 5") (collectively referred to as the "Parties").

Recitals

- A. County, through its Parks and Recreation Division ("Division"), administers Brian Piccolo and Tradewinds Parks (the "Parks") for public recreation and enjoyment.
- B. The Parks are designated regional parks and contain amenities that provide opportunities for the pursuit of outdoor leisure, athletic, or recreational activities and facilities ancillary thereto, including food and beverages concessions.
- C. County issued a Request for Letters of Interest (RLI #R2113880R1) seeking proposals from qualified vendors to finance, design, construct, operate, and maintain mini-soccer complexes within the Parks, including food and beverages concessions, and Soccer 5's proposal was selected by County's selection committee.
- D. Negotiations pertaining to the subject matter of this Agreement were undertaken between the Parties, and this Agreement incorporates the results of such negotiations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 **Agreement** - This Agreement, including Articles 1 through 28, and the exhibits and documents attached hereto, which are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Capital Expenditures** - The costs paid by Soccer 5 for work performed, services rendered, and materials furnished for construction of the Concessions-related Improvements.
- 1.4 **Concessions** - The mini-soccer related concessions at the Parks to be financed, designed, constructed or installed, operated, and maintained by Soccer 5 on the Licensed Premises, including, but not limited to, mini-soccer fields, any necessary structural improvements, artificial turf fields preparation and installation, observation bleacher seating additions (as needed), fencing, and any food and beverages concessions improvements, renovations, and

upgrades that are necessary for the operation of such food and beverages concessions on the Licensed Premises.

1.5 Concessions-related Improvements - The improvements and any installation projects at the Parks to be completed by Soccer 5 under this Agreement to provide the Concessions Services, following written approval of the Contract Administrator, including, but not limited to, construction or installation of the mini-soccer fields, any necessary modifications to the existing mechanical, plumbing, and electric systems within the Licensed Premises, permanent fixtures, and any equipment necessary for the operation of the Concessions.

1.6 Concessions Buildings - The buildings on the Licensed Premises, as identified on Exhibit B, Locator Map, attached hereto, for the provision of the Concessions Services by Soccer 5 as provided under this Agreement.

1.7 Concessions Services - The rental of the mini-soccer fields and the goods and services offered for sale or rent by Soccer 5 within the Concessions Buildings including, but not limited to, mini-soccer related equipment and activities, food and beverages, sundries, souvenirs, and special activities coordination (e.g., birthday parties and tournaments).

1.8 Contract Administrator - The Director of the Broward County Parks and Recreation Division, or the Senior Park Manager overseeing County operations at the Parks. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Soccer 5 and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.9 County Administrator - The administrative head of County appointed by the Board.

1.10 County Attorney - The chief legal counsel for County appointed by the Board.

1.11 Designated Representative - The individual designated in writing by Soccer 5 to represent Soccer 5 in all administrative interaction with County and the Contract Administrator under this Agreement. The primary responsibilities of the Designated Representative are to coordinate and communicate with the Contract Administrator and County and to manage and supervise execution and completion of the Scope of Services and the terms and conditions under this Agreement. In the administration of this Agreement, as contrasted with matters of policy, County and the Contract Administrator may rely on the instructions or determinations made by the Designated Representative; provided, however, that such instructions and determinations do not change the Scope of Services.

1.12 Division - The Broward County Parks and Recreation Division.

1.13 Licensed Premises - The specific areas designated by County within the Parks, as depicted on Exhibit B, Locator Map, attached hereto, for Soccer 5 to operate the Concessions and provide the Concessions Services in accordance with this Agreement.

1.14 Park or Parks - Brian Piccolo Park, located at 9501 Sheridan Street, Cooper City, Florida 33024, or, as the context may require, Tradewinds Park, located at 3600 West Sample Road, Coconut Creek, Florida 33073, collectively referred to as the "Parks."

1.15 Piccolo Commencement Date - The date of issuance of a Certificate of Occupancy ("CO") or Temporary Certificate of Occupancy ("TCO") from the permitting authority for the Concessions-related Improvements at Brian Piccolo Park, if a permit is required, or, if a permit is not required for such improvements, the date of a written Notice to Proceed issued by the Contract Administrator following completion of Concession-related Improvements at Brian Piccolo Park by Soccer 5 in accordance with this Agreement.

1.16 Scope of Services - The services and activities to be provided by Soccer 5 as described in Exhibit A.

1.17 Subconsultant or Subcontractor - A firm, partnership, corporation, independent contractor, including 1099 individuals, or any combination thereof, providing services to County through Soccer 5 for all or any portion of Soccer 5's activities or responsibilities under or related to this Agreement. The term Subconsultant shall include all Subcontractors, and the term Subcontractor shall include all Subconsultants.

1.18 Tradewinds Commencement Date - The date of issuance of a Certificate of Occupancy ("CO") or Temporary Certificate of Occupancy ("TCO") from the permitting authority for the Concessions-related Improvements at Tradewinds Park, if a permit is required, or, if a permit is not required for such improvements, the date of a written Notice to Proceed issued by the Contract Administrator following completion of Concession-related Improvements at Tradewinds Park by Soccer 5 in accordance with this Agreement.

ARTICLE 2 - USE OF THE LICENSED PREMISES AND SCOPE OF SERVICES

2.1 County hereby grants to Soccer 5 the right, license, and privilege to utilize the Licensed Premises to (i) finance, design, permit, and construct or install the Concessions-related Improvements, (ii) operate and maintain the Concessions, and (iii) provide the Concessions Services in accordance with the terms of this Agreement and as outlined in Exhibit A (Scope of Services), Exhibit C (Capital Improvements Projects), and Exhibit G (Project Phases and Deliverables), and the right, license, and privilege of ingress and egress to, from, upon, and over the Park property to access the Licensed Premises for such purposes.

2.2 Subject to the terms of this Agreement, Soccer 5 shall have exclusive operating rights to the Concessions within the Licensed Premises, except for the restrooms located within the Concessions Buildings, which shall at all times remain public restrooms available for use during

the Parks' operating hours. Soccer 5 shall not utilize any other portions of the Parks that are not included in the Licensed Premises without the prior written consent of County.

2.3 The Licensed Premises are being made available to Soccer 5 in an "as is" condition. County makes no representations or warranties as to the safety or suitability of the Licensed Premises for the purposes set forth herein. County shall not be responsible for any costs or obligations to Soccer 5 relating to this Agreement, except for any County responsibilities specifically described in this Agreement. Soccer 5 acknowledges it has inspected the Licensed Premises and determined the locations are safe and suitable for Soccer 5's intended use of same. Soccer 5 shall notify the Contract Administrator of any issues or safety concerns that it observes on the Licensed Premises during the term of this Agreement, and shall take all such action necessary to remedy or resolve any such issues or safety concerns within a timely manner.

2.4 Soccer 5 shall be responsible for informing the Contract Administrator of any and all injuries or damage to any real or Personal Property (as defined in Article 22) that occur within the Licensed Premises or the Parks during the term of this Agreement caused by Soccer 5, its officers, employees, agents, invitees, or patrons, and Soccer 5 shall be responsible for all such injuries or damage as provided in Article 18.

2.5 County and its authorized agents shall have the right to enter upon the Licensed Premises at all times to inspect such premises, as further described in Article 20, to determine if Soccer 5 is in compliance with the terms of this Agreement. Except as otherwise provided herein, Soccer 5 shall remedy any default of Soccer 5 under this Agreement within thirty (30) calendar days following receipt of written notice from County identifying the breach, unless Soccer 5 makes a written request to the Contract Administrator for a reasonable extension based on factors beyond the control of Soccer 5 to timely cure. Any such extension shall be approved in writing by the Contract Administrator, which approvals shall not be unreasonably withheld.

2.6 The Scope of Services is a description of Soccer 5's obligations and responsibilities under this Agreement and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Soccer 5 impractical, illogical, or unconscionable.

2.7 Soccer 5 acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code).

ARTICLE 3 - TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall commence upon full execution of the Agreement by the Parties ("Effective Date"), and shall continue for a term of twenty (20) years ("Initial Term") from the Piccolo Commencement Date, unless terminated earlier or extended as provided herein.

3.2 Option Period(s). This Agreement may be extended by the Parties for up to two (2) additional terms of up to five (5) years each ("Option Period(s)"), as provided for herein. If Soccer 5 provides the Purchasing Director with a written request to extend this Agreement for any Option Period(s), which request must be delivered by Soccer 5 to the Purchasing Director no less than twelve (12) months prior to the last date of the Initial Term, and no less than twelve (12) months prior to the last date of the first of the Option Period(s) if exercised by the Parties, the Purchasing Director may exercise such option to extend this Agreement, upon terms and conditions mutually agreed upon by the Parties. Any approval of a request to extend this Agreement shall be conditioned upon Soccer 5 being in full compliance with the terms and conditions of this Agreement. Any extension of this Agreement shall be in the form of an amendment in accordance with Section 27.18, "Amendments," prior to the expiration of the then current term. The Initial Term and any Option Period(s), if exercised under this Agreement, shall collectively be referred to as the "Agreement Term."

3.3 Soccer 5 may, at its option and upon written notice to County, elect to begin performing construction or installation of the Concessions-related Improvements for Tradewinds Park prior to the Piccolo Commencement Date.

3.4 All duties, obligations, and responsibilities of Soccer 5 required under this Agreement shall be completed by Soccer 5 in a reasonable and timely manner and in accordance with the terms of this Agreement. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4 - LICENSE FEE

4.1 As part of the consideration for the rights and privileges granted to Soccer 5 by County, Soccer 5 shall pay a fee to County ("License Fee") in the amount and in the manner set forth in this article. It is the intent of the Parties that for each calendar year during the Agreement Term, the License Fee shall be the sum of (i) the percentage fee applicable to Gross Revenue for each of the Parks, and (ii) the greater of the MG (as hereinafter described in this article) for Brian Piccolo Park or the percentage fee applicable to Gross Receipts (as hereinafter described in this article) for Brian Piccolo Park, and (iii) the greater of the MG for Tradewinds Park or the percentage fee applicable to Gross Receipts for Tradewinds Park. In no event shall the portion of the License Fee attributable to Brian Piccolo Park be less than the sum of the monthly guarantees for Brian Piccolo Park during the applicable calendar year, and the portion of the License Fee attributable to Tradewinds Park shall not be less than the sum of the monthly guarantees for Tradewinds Park during the applicable calendar year. Gross Revenues to be paid

by Soccer 5 shall be in addition to the applicable MG payments and percentage of Gross Receipts to be paid by Soccer 5 as described in this Article 4.

4.2 Soccer 5 shall pay County a separate monthly fee guaranty ("MG") for each Park. MG shall be payable as set forth in this article. Beginning on the Piccolo Commencement Date, Soccer 5 shall pay County an MG in the amount of Two Thousand Five Hundred Dollars (\$2,500) per month for a total annual amount of Thirty Thousand Dollars (\$30,000), for the Concessions Services at Brian Piccolo Park. Beginning on the Tradewinds Commencement Date, Soccer 5 shall pay County a MG in the amount of Two Thousand Five Hundred Dollars (\$2,500) per month for a total annual amount of Thirty Thousand Dollars (\$30,000), for the Concessions Services at Tradewinds Park.

4.3 Each MG shall be due and payable in advance, without billing, set-off, or deduction, on the first day of each calendar month. In the event that the Piccolo Commencement Date or the Tradewinds Commencement Date is other than the first day of the month, the applicable MG shall be due five (5) days after the applicable Commencement Date and prorated accordingly, and thereafter paid in full on the first day of each month during the Agreement Term. Should the first day of any month fall on a weekend day or holiday, each MG shall be due and payable on the last County business day of the previous month.

4.4 In the event Soccer 5 is required by County to reduce the hours of operation for any Concessions Services at a Park, the respective MG payments shall be reduced pro rata based upon the total hours of operation available and the required reduction in the number of hours of operation at that Park.

4.5 In the event County permits Soccer 5 to utilize additional space or provide additional Concessions Services under this Agreement, the Parties shall enter into an amendment to this Agreement in accordance with Section 27.16, "Amendments," prior to Soccer 5 utilizing such additional space or providing the additional services, whichever the case may be. Any amendment shall, at a minimum, include the additional space to be utilized or Concessions Services to be provided and any increase in the applicable MG.

4.6 In order to properly calculate the License Fee due to County, Soccer 5 shall pay County a percentage of Gross Receipts and Gross Revenues at the times and in the manner set forth in this article.

4.7 In the event that Soccer 5 elects to operate one or more of the existing food and beverages concessions prior to the Piccolo Commencement Date or the Tradewinds Commencement Date, Soccer 5 shall, upon commencement of such services, pay County a percentage fee of ten percent (10%) of Gross Receipts from operation of such food and beverages concessions at the Park or the Parks, as the case may be, and a percentage fee of twenty-five percent (25%) of Gross Revenues from the sale of alcoholic beverages. The amount

of the percentage fee of Gross Receipts under this section shall continue until such percentage is revised pursuant to Section 4.9.

4.8 Beginning on the Piccolo Commencement Date, Soccer 5 shall pay to County a fee based upon a percentage of Gross Receipts from operation of the Concessions Services at Brian Piccolo Park and a fee based upon a percentage of Gross Revenues from the sale of alcoholic beverages at Brian Piccolo Park. Beginning on the Tradewinds Commencement Date, Soccer 5 shall pay County a fee based upon a percentage of Gross Receipts from operation of the Concession Services at Tradewinds Park and a fee based upon a percentage of Gross Revenues from the sale of alcoholic beverages at Tradewinds Park. The applicable percentages of Gross Receipts and Gross Revenues to be paid by Soccer 5 are set forth in Section 4.9. The payment of percentage fees shall be made by Soccer 5 at the time and in the manner set forth in Sections 4.10 and 4.11.

4.9 Upon the Piccolo Commencement Date and upon the Tradewinds Commencement Date, as applicable, the percentage fee of Gross Receipts and Gross Revenues for the Concessions Services shall be as follows:

4.9.1 An amount equal to eight percent (8%) of the Gross Receipts derived from soccer and other related activities programming; instructional services; mini-soccer field and soccer-related equipment rentals; sale of food, beverages (excluding alcoholic beverages), sundries, and miscellaneous items from the Licensed Premises; and any other permissible revenue-generating activities at or originating from the Concession Services, as described in Exhibit F, Pricing of Items for Sale or Rent.

4.9.2 An amount equal to twenty-five percent (25%) of the Gross Revenues derived from the sale of alcoholic beverages as permitted under this Agreement.

4.10 On or before the fifteenth (15th) day following the end of each calendar month under the Agreement Term, Soccer 5 shall furnish to the Contract Administrator a separate report of Gross Receipts and Gross Revenues for the preceding calendar month for each Park. The reports shall be on a form approved in advance by the Contract Administrator. Each report shall certify the accuracy of such Gross Receipts and Gross Revenues and shall be signed by an authorized representative of Soccer 5.

4.11 If, for any month, the percentage fee for Gross Receipts attributable to a Park is greater than the MG for that Park, Soccer 5 shall remit payment to County for the difference between the applicable MG and the percentage fee. Such payment, together with the percentage fee attributable to Gross Revenue for each Park, shall be made, without set-off or deduction, at the same time as, and together with, the monthly reports described in Section 4.10.

4.12 If any payment is not received by County when due, interest at the rate provided in Section 55.03, Florida Statutes, in effect at such time, shall begin to accrue.

4.13 Sales and use tax shall not be part of each monthly MG payment and percentage fee payment, if any, and shall be paid by Soccer 5 in addition to such payments. The respective sales and use tax amount shall be paid each month by Soccer 5 to County at the same time, and together with, each monthly MG payment and percentage fee payment, if any, as applicable. County will remit the sales and use tax payments from Soccer 5 to the State of Florida, as further described in Article 5.

4.14 All payments shall be made payable to Broward County, and shall be paid to the Parks and Recreation Division, Attn.: Accounting Office, 950 NW 38th Avenue, Oakland Park, Florida 33309.

4.15 The term "Gross Receipts" as used in this Agreement means all monies paid or payable to, or considerations of determinable value received by, Soccer 5 for sales and other transactions or for services rendered, from all sources in the operation of the Concessions Services under this Agreement, regardless of when or where the order therefore is received or the goods delivered or services rendered, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value. Gross Receipts shall include all revenues derived from the Concessions Services, whether from Soccer 5's direct sales or from any of Soccer 5's Subcontractors, but shall not include any Gross Revenues (described in Section 4.16). Sales refunds, returned merchandise, credit card charge backs, and any taxes imposed by law paid by a customer and directly payable by Soccer 5 to a taxing authority are not included as Gross Receipts. Insurance proceeds shall not be included in "Gross Receipts."

4.16 The term "Gross Revenues" as used in this Agreement means all monies paid or payable to, or considerations of determinable value received by Soccer 5 and any of its Subcontractors for sales or other transactions or for services rendered, from all sources, for the sale of alcoholic beverages under this Agreement, regardless of when or where the order therefore is received or the goods delivered or services rendered, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value, Sales and rentals refunds and any taxes imposed by law that are paid by the customer and directly payable by Soccer 5 to a taxing authority are not included as Gross Revenues. Insurance proceeds shall not be included in "Gross Revenues."

ARTICLE 5 - PAYMENT OF OBLIGATIONS AND TAXES

5.1 Soccer 5 shall pay all taxes and other costs lawfully assessed against its business and legal interest in the operation of the Concessions Services under this Agreement including, but not limited to, the Concessions-related Improvements, when due. Soccer 5 shall not be deemed in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity or amount of such taxes or other costs.

5.2 Soccer 5 shall be solely liable for the State of Florida sales tax, and any sales and use tax imposed by Section 212.031, Florida Statutes, on amounts payable to County under this

Agreement for the use, occupancy, right to use, and right to do business on the Licensed Premises, subject to any exemptions from payment of sales and use tax provided by law. Soccer 5 shall be liable for any and all other taxes due taxing authorities arising out of its operations under this Agreement. The sales and use tax payments shall be in addition to, and not incorporated into, the fee payments referenced in Article 4. Sales and use tax shall be payable to County, and County will remit the tax payments to the State of Florida, Department of Revenue ("DOR"). In the event DOR determines and assesses the amount of any additional sales and use tax, penalty, or interest due for any sales and use tax payments during the term this Agreement, Soccer 5 shall be required to make such payment to County within thirty (30) calendar days of written notice from County of DOR's determination and assessment, unless a shorter time period is required by DOR. Upon receipt of any such additional payments by Soccer 5, County will remit same to DOR. Soccer 5 shall be liable for all other taxes due taxing authorities arising out of its operations under this Agreement.

5.3 Soccer 5 shall procure and obtain, at its sole cost, all permits, licenses, and approvals required of Soccer 5 for its operations and performance under this Agreement.

5.4 Soccer 5 shall be responsible for paying its Subcontractors and suppliers hired to perform any of the Concessions-related Improvements for work performed or for supplies, equipment, or materials furnished to Soccer 5, at its request, any undisputed amount within thirty (30) calendar days following receipt of complete invoices for such work performed, or such supplies, equipment, or materials provided upon completion or receipt of same. Soccer 5 shall take such action necessary to resolve any amounts in dispute.

ARTICLE 6 - REVENUE HANDLING AND REPORTING

Soccer 5 shall be responsible for handling the revenue received from operation of the Concessions Services under this Agreement and accounting for such revenue in accordance with procedures prescribed by the Contract Administrator. The Contract Administrator shall provide Soccer 5 a revenue reporting form and format or program to utilize to ensure accountability of the funds, and provide policies and procedures including, but not limited to, forms or instructions relating to accounting, recordation, and receipts. The revenue generated by Soccer 5 from the provision of the Concessions Services shall be included in Gross Receipts or Gross Revenues as set forth in Article 4. The requirements of this Article are in addition to the records retention requirements set forth in Article 12, "Reports and Records."

ARTICLE 7 - PAYMENT FOR UTILITIES USAGE; TRASH REMOVAL SERVICES

7.1 Utilities.

7.1.1 Soccer 5 or County, as provided in Subsections 7.1.2 and 7.1.3, shall pay for utilities usage that shall include, but is not limited to, electric, sewer, and water (collectively "Utilities") within the Licensed Premises, including, but not limited to, the Concessions and Concessions-related Improvements at the Parks. Soccer 5 shall be

responsible for the connection of all Utilities to its operations within the Licensed Premises from the existing Utilities' stubs. Soccer 5 shall separately meter electric, sewer, and water use, if required by County. In the event County does not require Soccer 5 separately meter for electric, sewer, and water use, Soccer 5 shall reimburse County for any of Soccer 5's Utilities usage within the Licensed Premises within thirty (30) calendar days of receipt of an invoice. Soccer 5 shall be liable for any sales and use tax payments on all Utilities' usage amounts payable to County. Soccer 5 shall be responsible for obtaining and payment of its telephone, computer, high speed wireless internet access, and other electronic connections and usage.

7.1.2 Brian Piccolo Park.

- a. Soccer 5 shall be responsible for payment of its Utilities usage at Concessions Building 1 depicted on Exhibit B, Locator Map, for Brian Piccolo Park.
- b. Soccer 5 shall be responsible for payment of its electrical utility usage at Concessions Building 2 depicted on Exhibit B, Locator Map, for Brian Piccolo Park. County shall be responsible for payment of all water and sewer usage at Concessions Building 2 at the Park.

7.1.3 Tradewinds Park.

- a. Soccer 5 shall be responsible for payment of its Utilities usage at Concessions Building 1 depicted on Exhibit B, Locator Map, for Tradewinds Park.
- b. Soccer 5 shall be responsible for payment of its electrical utility usage at Concessions Building 2 depicted on Exhibit B, Locator Map, for Tradewinds Park. County shall be responsible for payment of all water and sewer usage at Concessions Building 2 at the Park.

7.2 Trash removal.

7.2.1 Except as provided in Part 4 of Exhibit A relating to janitorial services for the restrooms located within the Concessions Buildings described in Subsections 7.1.2 and 7.1.3 above, Soccer 5 shall, in a timely manner, provide for the adequate sanitary handling and removal of all trash, garbage, or other refuse caused by Soccer 5's operations. Soccer 5 shall be responsible for transferring all trash generated within the Licensed Premises into the respective trash dumpsters designated by the respective Park Manager. If the amount of trash generated by Soccer 5, from any tournaments, special events, or other activities not considered part of routine operations and league play, results in excessive trash, as determined by the Contract Administrator, and increased trash removal fees for County, Soccer 5 shall, at the direction of the Contract Administrator, either (a) arrange for trash removal directly with a company, approved by the Contract Administrator, to provide such services at the Licensed Premises, or (b)

reimburse County for any additional trash removal fees incurred by County, without the necessity of entering into an amendment to this Agreement. Soccer 5 shall make any required reimbursement to County for the additional trash removal fees within thirty (30) calendar days of receipt of an invoice.

7.2.2 Soccer 5 shall ensure that all food-related garbage is handled and stored in accordance with all applicable health and safety laws. Piling of boxes, cartons, barrels, or similar items shall not be permitted in any area open to the public.

ARTICLE 8 - INDEMNIFICATION

8.1 Soccer 5 shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Soccer 5, its current or former officers, employees, agents, contractors, subcontractors, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Soccer 5 shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Soccer 5 under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

8.2 Soccer 5's obligations under this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9 - INSURANCE

9.1 For purposes of this article, the term "County" shall include Broward County and its officials, officers, and employees.

9.2 Soccer 5 shall maintain, at its sole expense and at all times during the Agreement Term, unless a different time period is otherwise stated in this Agreement, at least the minimum insurance coverage designated in Exhibit E, Insurance Requirements (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Soccer 5.

9.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit E the applicable policies shall comply with the following:

9.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

Terrorism

Silica, asbestos or lead

Sexual molestation

Architects and engineers' professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

9.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

9.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner that would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with

County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

9.3.4 Professional Liability Insurance. Such insurance shall cover Soccer 5 for those sources of liability arising out of the rendering or failure to render professional services as required under this Agreement. If the policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit E.

9.3.5 Liquor Liability Insurance. Prior to Soccer 5 commencing with the sale or service of any alcoholic beverages, a Liquor Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000) for each claim.

9.4 Within fifteen (15) calendar days following the Effective Date of this Agreement, Soccer 5 shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the Project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying this Agreement, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance. Soccer 5 may not commence any work under this Agreement until its insurance, as applicable for the work to be performed, is in place and approved by County's Risk Management Division.

9.5 Coverage is not to cease and is to remain in force until County determines all performance required of Soccer 5 is completed. If any of the insurance coverage will expire prior to the completion of the Concessions Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

9.6 Soccer 5 shall provide County with thirty (30) calendar days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) calendar days' advance notice.

9.7 Soccer 5 shall provide, within thirty (30) calendar days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Soccer 5 may redact portions of the policies that are not relevant to the insurance required by this Agreement.

9.8 County and Soccer 5, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the

other party and any of the other party's contractors, Subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

9.9 If Soccer 5 uses a Subcontractor, Soccer 5 shall require each Subcontractor to endorse County as an "Additional Insured" on the Subcontractor's Commercial General Liability policy.

ARTICLE 10 - TERMINATION

10.1 In addition to the County's rights and remedies set forth in Section 28.8, this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach ("Cure Period"). The party in breach may, within the Cure Period, make a request to the Contract Administrator or the Designated Representative, as applicable, for a reasonable extension to the Cure Period, if such party is demonstrating best efforts to cure such breach or such breach is due to factors outside the control of such party; however, any extension shall be within the sole discretion of the Contract Administrator or the Designated Representative, as applicable, which approval shall not be unreasonably withheld. This Agreement may be terminated for convenience by either party, as more specifically described in Sections 10.5 and 10.6.

10.2 This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

10.3 This Agreement may be terminated by County for cause as provided for herein for reasons including, but not limited to, Soccer 5's repeated (whether negligent or intentional) submission of false or incorrect reports, Soccer 5's failure to suitably perform the Scope of Services, or failure to continuously perform the Scope of Services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. This Agreement may also be terminated by County for cause if Soccer 5 is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Soccer 5 provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

10.4 If either party erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience that shall be effective nine (9) months after receipt of such written notice of termination for cause.

10.5 County shall have the right to terminate this Agreement for convenience, in whole or in part as to each of the Concessions, upon a minimum of nine (9) months written notice to Soccer 5. This time period may be extended up to an additional thirty (30) calendar days, at the Contract Administrator's sole discretion, if Soccer 5 delivers a written request to the Contract

Administrator for an extension within sixty (60) calendar days from receipt of the initial notice. Soccer 5's written request for an extension shall include sufficient explanation and documentation to allow the Contract Administrator to reasonably determine if such extension shall be granted. In the event County terminates this Agreement for convenience, in whole or in part as to each of the Concessions, within ninety (90) calendar days following the effective date of such termination, County shall pay Soccer 5 the amount expended by Soccer 5 and approved by County for Soccer 5's Concessions-related Improvements for the applicable Concessions, during the Agreement Term, minus an annual depreciation percentage for each approved improvement based on a straight line fifteen (15) year depreciation schedule (i.e., 6.67% per year).

10.6 Soccer 5 shall have the right to terminate this Agreement for convenience, in whole or in part as to each of the Concessions, upon a minimum of nine (9) months prior written notice to County. The date of termination may be extended up to an additional thirty (30) calendar days, in Soccer 5's sole discretion, if County delivers a written request to Soccer 5 for an extension within sixty (60) calendar days after receipt of the initial notice. County's written request for an extension shall include sufficient explanation and documentation to allow Soccer 5 to reasonably determine if such extension shall be granted.

10.7 Notice of termination shall be provided in accordance with Section 27.8, "Notices," of this Agreement, except that notice of termination by the County Administrator that the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with "Notices" section of this Agreement.

ARTICLE 11 - PRICES CHARGED BY SOCCER 5

11.1 Prices charged to the public by Soccer 5 for the Concessions Services shall be competitive with prices for similar park related concession operations in the southeastern United States, whether they are operated by County or through a private vendor. The initial prices and items for sale or rent for the Concessions Services are included in Exhibit F, Pricing of Items for Sale or Rent. Soccer 5 shall not deviate from such prices and items included in Exhibit F without the prior written approval of the Contract Administrator, which approval shall not be unreasonably withheld. The Contract Administrator shall review any proposed changes to the prices or items list, and approve or disapprove such proposed changes in writing no later than ten (10) work days after the receipt of such request. In the event such written notice of disapproval is not mailed or otherwise transmitted to Soccer 5 by the Contract Administrator within ten (10) work days, the Contract Administrator shall be deemed to have approved the proposed changes to the prices or items.

11.2 The Contract Administrator will notify Soccer 5 of any changes to County's schedule of fees charged to all Parks patrons within fifteen (15) calendar days from the effective date of the changes.

ARTICLE 12 - REPORTS AND RECORDS

12.1 Soccer 5 shall maintain during the Agreement Term all books of account, reports, and records customarily used in this type of operation and such records as are necessary to document its activities pursuant to this Agreement and all monies collected under the terms of this Agreement including, but not limited to, Gross Receipts and Gross Revenues. Similarly, County shall maintain during the Agreement Term all books of account, reports, and records customarily used in this type of operation and such records as are necessary to document the monies collected from Soccer 5 for the Concessions Services. The form, format, and program of all such records, cash registers, tapes, books, ledgers, journals, sales slips, and invoices, installed or used for recording the operations of Soccer 5 under this Agreement shall be subject to the approval of the Contract Administrator prior to commencement of and during operations of the Concessions Services. County and the Contract Administrator reserve the right to reasonably modify the reports and records requirements under this Agreement. The recordkeeping period and requirements under this Agreement will comply with the then current IRS guidelines.

12.2 Soccer 5 shall, at its own expense, provide County with an annual special report on all revenues from operation of the Concessions Services under this Agreement. The special report shall be prepared by an independent Certified Public Accountant (CPA) licensed by the State of Florida in accordance with the provisions of the Codification of Statements on Auditing Standards. The special report shall be filed with County within ninety (90) calendar days after the end of each year under the Agreement Term, or ninety (90) calendar days after earlier termination of this Agreement, and shall include the CPA's opinion on the following:

- (a) Schedule of all revenues by category by month;
- (b) Schedule of revenues by category upon which the monthly payments to County are computed and a list of the payments to County for the period; and
- (c) A calculation to determine that the total percentage fees have been paid in accordance with this Agreement.

The requirement to file a final special report with County shall survive expiration or earlier termination of this Agreement.

12.3 Soccer 5 shall allow the Contract Administrator or the Office of the County Auditor to inspect all or any part of the compilation procedures for the required monthly reports. Any inspections as provided under this section shall be reasonable and are at the sole discretion of the Contract Administrator. Records shall at all times be available Monday through Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m. at a location within Broward County.

12.4 Soccer 5 shall furnish all reports required under the terms of this Agreement to the Contract Administrator at the address provided in Section 27.6, "Notices," of this Agreement.

ARTICLE 13 - SOCCER 5'S CONCESSIONS SERVICES MANAGER

Soccer 5 shall assign a full-time, qualified, and experienced operations or business Manager ("Operations Manager") at each Park for operation of the applicable Concessions Services under this Agreement. When the Operations Manager at either Park is not available, Soccer 5, or the Operations Manager, shall designate an individual as Soccer 5's authorized agent who shall be responsible for the day-to-day operations of the Concessions Services at that Park. The Operations Manager and the Operations Manager's authorized agent, if any, must each be at least eighteen (18) years of age and at least one of which shall be physically available during Soccer 5's approved hours of operation. The qualifications of the Operations Manager or any authorized agent of the Operations Manager shall be submitted to the Contract Administrator upon request. The Contract Administrator shall be advised in writing of the name, address, and birth date of each Operations Manager and that Operations Manager's authorized agents. Soccer 5 shall hire persons of good moral character and shall perform criminal background checks as provided in Article 14.

ARTICLE 14 - CRIMINAL BACKGROUND SCREENING

14.1 Soccer 5 shall perform criminal background screening as identified in Section 14.2 below on its officers, employees, agents, Subcontractors, and volunteers who will be working on the Licensed Premises. Notwithstanding the above, Soccer 5 shall not be required to comply with the provisions for criminal background screening under this article for those independent vendors coming into the Parks to make deliveries of goods or services for, or relating to, the Concessions Services.

14.2 Soccer 5 shall not employ nor permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for Soccer 5 in the Parks.

14.3 Soccer 5 shall maintain copies of the results of the criminal background screening required by this article for the Agreement Term and promptly forward copies of same to County, upon its request.

14.4 Soccer 5 shall be required to furnish to the Contract Administrator, on a monthly basis, together with the required monthly fee payments and monthly report submission, an affidavit, in the form attached as Exhibit D, affirming the persons listed in the affidavit have been background screened as required in Section 14.2 relating to sexual predator and sexual offender checks and have been deemed eligible by Soccer 5 to work on the Licensed Premises. Soccer 5's first monthly Affidavit shall include all screened individuals and the screening results. Thereafter, the monthly Affidavit shall only be required to identify new persons who are providing any Concessions Services under this Agreement who have been screened as required in Section 14.2 and deemed eligible to work on the Licensed Premises during that one-month period, and persons no longer providing services under this Agreement on the Licensed

Premises. The Contract Administrator may, in his or her discretion, permit Soccer 5 to furnish the monthly Affidavit in an electronic format. Soccer 5's officers, employees, agents, Subcontractors, and volunteers subject to the criminal background screening under this Agreement shall be rescreened annually based on the date of initial screening.

14.5 In the event Soccer 5 obtains, or is provided, supplemental criminal background information, including police reports and arrest information, that potentially disqualifies a person previously deemed eligible by Soccer 5 to provide services under this Agreement, Soccer 5 shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Soccer 5 based on the requirements of this article, Soccer 5 shall immediately cease allowing the person to work on the Licensed Premises. Additionally, Soccer 5 shall require any person background screened pursuant to this article who is providing any Concessions Services under this Agreement, to notify Soccer 5 within twenty-four (24) hours of any arrest related to sexual misconduct that has occurred after the person was deemed eligible to work on the Licensed Premises.

14.6 Soccer 5 shall, by written contract, require its Subcontractors who work on the Licensed Premises to be subject to the requirements and obligations of this article.

14.7 County may terminate this Agreement immediately for cause, and without an opportunity to cure, by written notice provided to Soccer 5, for any violation related to Soccer 5's failure to perform the required background screening on its officers, employees, agents, Subcontractors, and volunteers who will be performing any Concessions Services under this Agreement on the Licensed Premises prior to such persons performing any work or services. Soccer 5 will not be subject to immediate termination in the event County determines, in its sole discretion, that a violation of this article was outside the reasonable control of Soccer 5, and Soccer 5 has demonstrated to County compliance with the requirements of this article.

14.8 County may terminate this Agreement for cause if Soccer 5 fails to provide the monthly Affidavit to County as required under Section 14.4, and Soccer 5 does not cure said breach within five (5) calendar days of written notice provided to Soccer 5 by County.

ARTICLE 15 - QUALITY OF SERVICES

15.1 Soccer 5 shall ensure that its employees, agents, representatives, Subcontractors, volunteers, or others involved in the maintenance or operation of the Concessions Services perform their respective duties in an efficient and courteous manner. Upon notice from County, Soccer 5 shall promptly remove from the performance of services under this Agreement, or take other curative action acceptable to the Contract Administrator, any person or Subcontractor who fails to perform Soccer 5's obligations under this Agreement in an efficient or courteous manner and Soccer 5's failure to do so shall be grounds for termination of this Agreement for cause by County pursuant to Section 10.1 without further opportunity to cure by Soccer 5. County's notice pursuant to this section shall constitute effective notice

required by Section 10.1 even though County's notice pursuant to this section may require Soccer 5's curative action in less than thirty (30) days.

15.2 Soccer 5 shall provide staffing necessary for operation of the Concessions Services under this Agreement during its hours of operations at the Parks. Soccer 5's operations on the Licensed Premises shall not unreasonably interfere with the public's use of other areas or amenities in the Parks or infringe upon the normal operations of any parties authorized as of the Effective Date of this Agreement to conduct business near the Licensed Premises.

15.3 Soccer 5 shall furnish good, prompt, and efficient service adequate to meet all reasonable demands for such service. The Contract Administrator may periodically evaluate Soccer 5's performance under this Agreement and reasonably recommend that Soccer 5 modify its operations in order to furnish good, prompt, and efficient service. The implementation by Soccer 5 of any recommendations of the Contract Administrator shall not be unreasonably withheld or delayed.

15.4 Soccer 5's employees shall be distinctively uniformed and appropriately attired in a neat and professional manner that distinguishes Soccer 5's employees from the Parks' employees.

15.5 Soccer 5 shall ensure that all sounds or noise, including, but not limited to, music generated within the Licensed Premises or caused by Soccer 5 or emanating from within the Licensed Premises, shall be kept to reasonable levels as determined by the Contract Administrator, in the Contract Administrator's sole discretion, so as not to present a nuisance to the residents in adjacent properties or to any Park patrons, and such sounds or noise must be eliminated or levels reduced at the request of the Contract Administrator. Soccer 5 shall, at the request of the Contract Administrator for any safety reasons, turn off or reduce the glare from any Concessions field lighting at the Parks. Soccer 5 shall cause the immediate cessation of any noise, music, or other sounds emanating from within the Licensed Premises that is deemed offensive, distracting, or disturbing by the Contract Administrator, in the Contract Administrator's sole determination.

15.6 The Contract Administrator has the discretion to require changes in Soccer 5's scheduling of any trash hauling, construction-related activities for the Concessions-related Improvements, contractor repair work, deliveries, and parking, if deemed necessary, to enable other concessionaires at the Parks to also have quiet enjoyment of their respective concession premises.

ARTICLE 16 - HOURS OF OPERATION

16.1 Soccer 5 shall operate the Concessions Services during the hours of operation set forth in Schedule A to Exhibit A, Scope of Services, weather permitting, or such other hours of operation that are requested in writing by Soccer 5 and approved in writing by the Contract Administrator. The Contract Administrator shall review any changes proposed by Soccer 5 to the schedule no later than ten (10) work days after receipt of such proposed changes. The

reasons for any non-approval shall be set forth in writing no later than ten (10) work days after submittal of any such request. In the event any written notice of non-approval is not mailed or otherwise transmitted to Soccer 5 by the Contract Administrator within the ten (10) day period, County shall be deemed to have approved the proposed changes to the schedule.

16.2 The Contract Administrator may, upon written notice to Soccer 5, require a mandatory closure, or change in the daily hours or the number of days per week, of operation of any of the Concessions, for any public safety reasons described in Section 16.3 below, or in response to any neighborhood residential concerns. Any notice provided by the Contract Administrator under this section shall be reasonable under the circumstances, as determined by the Contract Administrator, in the Contract Administrator's sole discretion. In the event of any reduction of hours or closure of operations of any of the Concessions for reasons described in this section, the respective MG set forth in Article 4 shall be prorated on an hour-by-hour basis to reflect the reduced hours of operation for the Concessions Services at the Park.

16.3 In the event County determines, in its sole discretion, that it is necessary, to protect the health, safety, or welfare of the public, or County is required by any governing authority to undertake a mandatory closure of the Parks, or any portion thereof, or to cancel activities based upon the occurrence of acts of nature or other circumstances that may pose a public safety hazard, County may close the Parks, or any portion(s) thereof, change the hours of operation, or cancel any activities within the Parks that may impact the approved hours of operation for the Concessions Services. The Contract Administrator shall provide the Designated Representative with verbal notice of the changes, which shall be promptly confirmed by e-mail to the individual listed for Soccer 5 under Section 27.6, "Notices," of this Agreement. County shall not be liable for any lost revenues, business activities, or incidental or consequential damages resulting from the adjusted hours of operations of any Concessions Services at either or both of the Parks. If, pursuant to this section, County requires Soccer 5 to reduce its hours of operation for any Concessions Services at a Park for more than one (1) day, the next respective MG payments due County under Article 4, shall be prorated and credited on an hour-by-hour basis to reflect the reduced number of hours of operation for the Concession Services at that Park.

ARTICLE 17 - FACILITIES AND SERVICES PROVIDED BY COUNTY

County shall provide the following facilities and services during the Agreement Term, only to the extent such facilities and services exist on the Licensed Premises as of the Effective Date of this Agreement:

- (a) Electrical connections up to the stub;
- (b) Water connections up to the stub;
- (c) Sewage connections up to the stub;

- (d) Non-exclusive general parking for Soccer 5, its officers, employees, agents, Subcontractors, patrons, invitees, suppliers of services, and furnishers of materials, with the Contract Administrator and Soccer 5 closely interacting and cooperating regarding any special parking needs; and
- (e) Pesticide control as generally performed for the Parks, including the Licensed Premises.

ARTICLE 18 - DAMAGES; LIABILITY FOR DAMAGE OR INJURY

18.1 Soccer 5 shall be responsible to timely repair any and all damage to the Licensed Premises and the Parks, Concessions-related Improvements, and Soccer 5's Personal Property caused by Soccer 5, its employees, agents, Subcontractors, patrons and invitees; however, County, in its sole option, may elect to repair any such damage to the Licensed Premises and the Parks and, thereafter, invoice Soccer 5 for all of County's costs incurred in repairing such damage. In such an event, Soccer 5 shall pay County within thirty (30) calendar days of receipt of such invoice. County shall repair any and all damaged to the Licensed Premises, Concessions-related Improvements, and Soccer 5's Personal Property, caused solely by County, its officers, employees, contractors, or agents.

18.2 County shall not be liable for any damage or injury that may be sustained by any person(s) resulting from Soccer 5's operations or the Concessions Services under this Agreement. Soccer 5 shall not be liable for any damage or injury that may be sustained by any person(s) resulting solely from County's operations or services at the Parks.

ARTICLE 19 - EMERGENCY PREPAREDNESS PLAN

The Contract Administrator and the Designated Representative shall cooperate to develop an Emergency Preparedness Plan ("Plan") consistent with the Division's emergency preparedness and operations plans for the Parks, which includes County's and Soccer 5's planning and response roles. The Plan shall include detailed procedures of actions that Soccer 5 must take to protect or remove Soccer 5's Personal Property if a weather-related event warning is issued that may impact the Licensed Premises, and such Plan must be provided to the Contract Administrator by May 1st of each year under this Agreement. In addition, Soccer 5 shall provide to the Contract Administrator an emergency plan and procedures for handling any injuries received by patrons while on the Licensed Premises. The Contract Administrator and the Designated Representative shall review and update the Plan annually.

ARTICLE 20 - INSPECTION BY COUNTY

The County shall have the authority to make periodic reasonable inspections of the Licensed Premises, equipment, and operations during normal operating hours to determine if such premises, equipment, and operations are being maintained in a neat and orderly condition, or to determine whether Soccer 5 is operating in compliance with the terms of this Agreement. All

inspections shall be conducted in a manner so as not to interfere with the normal operations of the Concessions Services. The Contract Administrator or the Contract Administrator's designee may inform the Designated Representative of any action(s) necessary to correct improper operations. Soccer 5 shall reasonably comply with any recommendations of the Contract Administrator or the Contract Administrator's designee with respect to improper operations issues.

ARTICLE 21 - EMERGENCY REPAIRS BY COUNTY

County shall have the absolute right to make emergency repairs to any of the Parks' facilities and the Licensed Premises under this Agreement, in accordance with the provisions under Part 5 of Exhibit A, free from any and all liability to Soccer 5 for loss of business or damages of any nature whatsoever during the making of such emergency repairs, except for damage caused by the sole negligence or intentional misconduct of County and where not otherwise indemnified by Soccer 5. The Contract Administrator or the Contract Administrator's designee shall provide Soccer 5 with reasonable advance notice, as determined in the sole discretion of County, of any emergency repairs by County, depending on the circumstances at the time of the emergency.

ARTICLE 22 - REMOVAL OF PROPERTY FOLLOWING EXPIRATION OR EARLIER TERMINATION OF AGREEMENT AND RIGHT OF FIRST OFFER

22.1 Within sixty (60) calendar days following expiration or earlier termination of this Agreement, Soccer 5 shall remove all of its equipment, materials, supplies, personal property ("Personal Property"), and non-capital improvements from the Licensed Premises and the Parks. In the event Soccer 5 does not remove its Personal Property and non-capital improvements within such sixty (60) day time period, such property shall be deemed abandoned by Soccer 5, and County is authorized to remove and dispose of such property as it deems appropriate, in its sole discretion, and County may invoice Soccer 5 for any reasonable costs it incurs related to such removal and disposition. In such event, Soccer 5 shall pay County within thirty (30) calendar days after receipt of an invoice. Soccer 5 shall further release County from any and all liability for removal and disposal of any such Personal Property and non-capital improvements. All furnishings and equipment purchased or leased by Soccer 5, except those fixtures permanently affixed to buildings or structures, and original or replacement furnishings or equipment owned by County and in place on the Effective Date of this Agreement, shall be deemed Personal Property of Soccer 5. The insurance requirements under Article 9 shall remain in effect during such period of time necessary for Soccer 5 to remove its Personal Property and non-capital improvements as provided in this section. Additionally, Soccer 5's indemnification requirements under this Agreement shall survive expiration or earlier termination of this Agreement for the purposes described under this section.

22.2 Within six (6) months prior to the expiration of the Agreement Term and continuing through the expiration date, if Soccer 5 intends to sell any Concessions Services equipment or supplies owned by Soccer 5 at that time, County shall have a right of first offer (the "ROFO") to purchase such equipment or supplies as provided in this section. Any fencing provided by

Soccer 5 under this Agreement will be considered a permanent fixture and shall not be included as equipment or supplies that Soccer 5 may elect to sell under this section.

Prior to Soccer 5 entering into a binding contract with any prospective third party relating to any of Soccer 5's equipment or supplies, Soccer 5 shall provide County with written notice (the "Offer Notice") offering Soccer 5's equipment or supplies to County, which Offer Notice shall include all the terms and conditions upon which Soccer 5 is willing to sell its equipment or supplies to County. County shall have thirty (30) calendar days from receipt of the Offer Notice to elect, in writing, to purchase Soccer 5's equipment or supplies on the terms and conditions set forth in the Offer Notice. In the event County does not elect in writing, or fails to timely make such election, to purchase Soccer 5's equipment or supplies as required under this Article, County shall have no further right to purchase Soccer 5's equipment or supplies.

ARTICLE 23 - APPROVALS

23.1 The Contract Administrator reserves the right to approve all matters specifically referenced in this Agreement related to the day-to-day operations of Soccer 5 and all matters reasonably deemed pertinent to the administration of this Agreement. Except as otherwise provided for herein, any approvals required by either party shall not be unreasonably withheld.

23.2 Soccer 5, its employees, agents, Subcontractors, patrons, and invitees shall not conduct any activity on the Licensed Premises or in the Parks that is not specifically authorized under this Agreement, unless approved by the Contract Administrator or such other authority for County, as appropriate.

ARTICLE 24 - OWNERSHIP OF SOCCER 5

Any transfer of a majority interest in ownership of Soccer 5 must be approved in advance by the Board. The Board shall have the right to reject any proposed new owner on any reasonable grounds. If Soccer 5 desires to transfer a majority interest in ownership of Soccer 5, Soccer 5 shall provide written notice of such intent to the Contract Administrator. The Contract Administrator shall inform Soccer 5 in writing of the information and documentation required to be provided to County as part of any request for approval. County reserves the right to terminate this Agreement immediately, with written notice to Soccer 5, any time there is a change in the majority interest in ownership of Soccer 5 that has not been specifically approved by the Board. Soccer 5 shall provide to the Contract Administrator, within three (3) work days after receipt of written notice from the Contract Administrator requesting same, an accurate list of all owners of Soccer 5, showing the percentage of ownership of each owner.

ARTICLE 25 - PERFORMANCE DEPOSIT

Prior to commencement of operation of any of the Concessions Services under this Agreement, Soccer 5 shall deposit with the Contract Administrator a total performance deposit in the amount of Fifteen Thousand Dollars (\$15,000), to be held by County as security for the full and faithful performance of Soccer 5's obligations under this Agreement. The performance deposit

may be in the form of cash, money order, cashier's check, or irrevocable letter of credit in a form acceptable to County. In the event County draws down on the deposit, Soccer 5 shall replenish the amount of funds drawn down so that the performance deposit at all times is not less than Fifteen Thousand Dollars (\$15,000). Any portion of the performance deposit may be applied towards any payments due and owing County or for damages caused by Soccer 5 under this Agreement. Subject to County's receipt from Soccer 5 of the final special report described in Section 12.3, County shall within sixty (60) calendar days after expiration or earlier termination of this Agreement, remit to, or authorize release of the performance deposit. If County holds the performance deposit in cash, it shall be held without interest paid to Soccer 5.

ARTICLE 26 - EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

26.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

Failure by Soccer 5 to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

26.2 Although no CBE goal has been established for this Agreement under County's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, County encourages Soccer 5 to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 27 - MISCELLANEOUS

27.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, Soccer 5 grants to County a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Soccer 5, whether finished or unfinished, shall become the property of County and shall be delivered by Soccer 5 to the Contract Administrator within seven (7) calendar days of termination of this Agreement. Any compensation due to Soccer 5 shall be withheld until all documents are received as provided herein. Soccer 5 shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

27.2 Public Records. To the extent Soccer 5 is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Soccer 5 shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and
- d. Upon completion of this Agreement, transfer to County, at no cost, all public records in possession of Soccer 5 upon termination of this Agreement or keep and maintain public records required by County to perform the services. If Soccer 5 transfers the records to County, Soccer 5 shall destroy any duplicate public records that are exempt or confidential and exempt. If Soccer 5 keeps and maintains public records upon completion of this Agreement, Soccer 5 shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Soccer 5 to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Soccer 5 will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Soccer 5 contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Soccer 5 must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Soccer 5 as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Soccer 5. Soccer 5 shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third

party.

IF SOCCER 5 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SOCCER 5'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8100, danwest@broward.org, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309.

27.3 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Soccer 5 and its Subcontractors that are related to this Agreement. Soccer 5 and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of Soccer 5 and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Soccer 5 or its Subcontractor, as applicable, shall make same available at no cost to County in written form.

Soccer 5 and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Soccer 5's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Soccer 5 in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Soccer 5 in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) calendar days from presentation of County's findings to Soccer 5.

Soccer 5 shall include the requirements of this Section 27.3 in all agreements with its Subcontractor(s).

27.4 Independent Contractor. Soccer 5 is an independent contractor under this Agreement. In providing any Concessions Services under this Agreement, neither Soccer 5 nor its agents shall act as officers, employees, or agents of County. Soccer 5 shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

27.5 Third-Party Beneficiaries. Neither Soccer 5 nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

27.6 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Director, Broward County Parks and Recreation Division
950 NW 38th Street
Oakland Park, Florida 33309
Email address: danwest@broward.org

FOR SOCCER 5:

Scott Georgeson, Manager
U.S. Soccer 5, LLC
9100 S. Dadeland Blvd., Suite 1507
Miami, Florida 33156
Email address: scott.georgeson@soccer5usa.com

27.7 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Soccer 5 without the prior written consent of County. If Soccer 5 violates this provision, County shall have the right to immediately terminate this Agreement. Soccer 5 represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Soccer 5 agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

27.8 Conflicts. Neither Soccer 5 nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Soccer 5's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of Soccer 5's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Soccer 5 is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing,

as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Soccer 5 or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Soccer 5 is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, Soccer 5 shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Soccer 5.

27.9 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and any acceptance by County of any payments made by Soccer 5 during the continuance of any breach of any of the terms of this Agreement, shall not be deemed a waiver of such provision or modification of this Agreement. A waiver 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. None of the terms of this Agreement to be kept, performed or observed by Soccer 5, and no breach thereof, shall be waived, altered or modified except by written instrument executed by an authorized signatory of County, and no written waiver shall affect any other breach other than the breach specified in the written waiver, and then only for the time and to the extent therein stated.

27.10 Compliance with Laws. Soccer 5 shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

27.11 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

27.12 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

27.13 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such

Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

27.14 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 27 of this Agreement, the provisions contained in Articles 1 through 27 shall prevail and be given effect.

27.15 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, SOCCER 5 AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

27.16 Amendments. 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 Board and Soccer 5 or others delegated authority or otherwise authorized to execute same on their behalf.

27.17 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

27.18 Payable Interest

27.18.1 Payment of Interest. County shall not be liable to pay any interest to Soccer 5 for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Soccer 5 waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

27.18.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

27.19 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits A through I are incorporated into and made a part of this Agreement.

27.20 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

27.21 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Soccer 5 shall serve as Soccer 5's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace program for the full term of this Agreement.

27.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) calendar days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

27.23 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Broward County Health Department.

27.24 Performance and Payment Bonds. Within fifteen (15) calendar days prior to

commencement of any Concessions-related Improvements under this Agreement, Soccer 5, or its general contractor hired to perform the applicable Concessions-related Improvements, shall furnish Performance and Payment Bonds as financial security, in the forms attached hereto as Exhibits H and I, respectively, and Broward County shall be named as a dual obligee on the Performance and Payment Bonds. Acceptable forms may include, but are not limited to, AIA forms or other industry standard forms.

A. Each Bond shall be in the amount of One Hundred percent (100%) of the cost of the Concessions-related Improvements at each Park, guaranteeing the completion and performance of such improvements, as well as full payment of all suppliers, laborers, or Subcontractors performing the Concessions-related Improvements. Each Bond shall be with a surety company that is qualified pursuant to the terms set forth in this section.

B. Each Bond shall continue in effect for one (1) year after a Certificate of Occupancy is obtained for completion of the applicable Concessions-related Improvements, with liability equal to One Hundred percent (100%) of the cost of such Concessions-related Improvements, or an additional bond shall be conditioned that Soccer 5, or its general contractor hired to perform such Concessions-related Improvements, as applicable, will correct any defective or faulty work or materials that appear within one (1) year after Final Completion of the applicable Concessions-related Improvements, as defined in Exhibit A, Part 7, and County's approval of such improvements.

C. Alternate Form of Security. In lieu of providing Performance and Payment Bonds, Soccer 5 may furnish County with an alternate form of security, which may be in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit in the amount equal One Hundred percent (100%) of the cost of the Concessions-related Improvements, respectively for each Park. Such alternate form of security shall be subject to the approval of County, the same conditions as set forth in Subsections A. and B. above, and shall be held by County for up to one (1) year after Final Completion of the applicable Concessions-related Improvements, as defined in Exhibit A, Part 7, and County's approval of such improvements.

D. County will only accept Payment and Performance Bonds from a surety company that has twice the minimum surplus and capital required by the Florida Insurance Code at the time of construction of the Concessions-related Improvements, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. Soccer 5 shall provide a Certificate and Affidavit certifying to the requirements provided in this Subsection D, in a form provided by County.

ARTICLE 28 - REPRESENTATIONS AND WARRANTIES

28.1 Representation of Authority. Soccer 5 represents and warrants that this Agreement constitutes the legal, valid, binding and enforceable agreement of Soccer 5, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Soccer 5 has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Soccer 5. Soccer 5 further represents and warrants that execution of this Agreement is within Soccer 5's corporate powers, and each individual executing this Agreement on behalf of Soccer 5 is duly authorized by all necessary and appropriate action to do so on behalf of Soccer 5 and does so with full legal authority.

28.2 Solicitation Representations. Soccer 5 represents and warrants that all statements and representations made in Soccer 5's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the Effective Date of this Agreement, unless otherwise expressly disclosed by Soccer 5.

28.3 Contingency Fee. Soccer 5 represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Soccer 5, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

28.4 Public Entity Crime Act. Soccer 5 represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Soccer 5 further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Soccer 5 has been placed on the convicted vendor list.

28.5 Discriminatory Vendor and Scrutinized Companies Lists. Soccer 5 represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Soccer 5 further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

28.6 Warranty of Performance. Soccer 5 represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide services under this Agreement, and that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Soccer 5 represents and warrants that all services under this Agreement shall be performed in a skillful and respectful manner, and that the

quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

28.7 Truth-In-Negotiation Representation. Soccer 5's compensation under this Agreement is based upon representations supplied to County by Soccer 5, and Soccer 5 certifies that the wage rates, factual unit costs, and other information supplied to substantiate Soccer 5's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting.

28.8 Breach of Representations. County hereby materially relies on the representations of Soccer 5 stated in this article in entering into this Agreement. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue. In addition, if any such representation is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Soccer 5, or to recover all sums paid to Soccer 5 under this Agreement. In addition, a false representation may result in debarment from County's competitive procurement activities.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
Broward County, through the Board of County Commissioners, signing by and through its
Mayor or Vice-Mayor, authorized to execute same, and U.S. Soccer 5, LLC, signing by and
through its _____, duly authorized to execute same.

County

ATTEST:

Broward County, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
_____ day of _____, 2018

Insurance requirements approved by Broward
County Risk Management Division:

By: C. Ponnall 05/22/18
Name: Colleen Ponnall
Title: Risk Analyst

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: [Signature] 5/22/18
Jeffrey S. Simiawsky (Date)
Assistant County Attorney

JSS:dp
Soccer 5 Agreement
04/26/18
#60115

LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD COUNTY AND U.S. SOCCER 5, LLC, FOR MINI-SOCCER FIELDS AND FOOD AND BEVERAGES CONCESSIONS AT BRIAN PICCOLO AND TRADEWINDS PARKS (RLI #R2113880R1)

Soccer 5

WITNESSES:

U.S. Soccer 5, LLC

Kristen Ferrer
Signature

Kristen Ferrer
Print Name of Witness above

Melissa Banks
Signature

Melissa Banks
Print Name of Witness above

By: Scott Gordon
Authorized Signor

SCOTT GORDON PRESIDENT
Print Name and Title

21 day of MAY, 2018

ATTEST:

Melissa Banks
Corporate Secretary or other person
authorized to attest

(Corporate Seal or Notary)

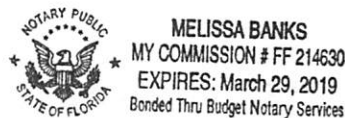


EXHIBIT A
SCOPE OF SERVICES

PART 1 - DESCRIPTION AND USE OF PARK PREMISES

- 1.1 General. Soccer 5 shall utilize the Licensed Premises to provide the Concessions Services under the Agreement and as further described herein.
- 1.2 Phases. The Concessions-related Improvements under the Agreement for each Park shall be completed in the following phases:
- A. Financing commitment
 - B. Design plans completion and review
 - C. Construction or installation permitting and approvals
 - D. Construction or installation
 - E. Operations commencement
 - F. Operations review

A table of the various phases, associated deliverables (including completion timeframes) is attached to the Agreement as Exhibit G, Project Phases and Deliverables.

- 1.3 Soccer 5 shall be responsible, at its cost, to perform or provide the following services or activities for the development and operation of the Concessions including, but not limited to:
- A. Installing outdoor 5v5/6v6/7v7, or any combination thereof, flexi-system fields, as described in Part 7 of this Exhibit and Exhibit C, Capital Improvements Projects;
 - B. Installing groundworks, drainage system, curbs, turf pad, sand, rubber crumb, goals, signage, and walkways;
 - C. Installing a wall system with a flexible curtain(s) track, which includes removing any existing fencing, as needed, concrete and walkway drilling preparation, fixed fencing, roof net, gates, signage, and perimeter connections;
 - D. Providing modifications, expansions, or renovations to the Concessions Building 1 at Brian Piccolo Park, depicted on Exhibit B, Locator Map, for the Park, as needed, in accordance with the terms of the Agreement and subject to the Contract Administrator's approval;
 - E. Providing Wi-Fi internet connection, in its discretion, for Soccer 5's employees and/or Park patrons;
 - F. Providing food and beverages items for sale;
 - G. Providing soccer-related and sundries' items for sale and rent; and

H. Providing a security plan within thirty (30) calendar days following the Effective Date of the Agreement.

- 1.4 Collection of monies. Soccer 5 shall collect all monies from patrons for the Concessions Services provided by Soccer 5 under the Agreement.
- 1.5 Food and Beverages Sales. Soccer 5 shall offer for sale to the public at the Parks various food and beverages items typical of an outside food concession, particularly in a park setting. Menu offerings should reflect the hours of operation, location, and clientele (visiting Park patrons and nearby local residents who also patronize the Parks).
- 1.6 Sundries Items for Sale or Rent. Soccer 5 may offer for sale sundries' items relating to the Concessions Services. A list of the items to be initially sold or rented as part of the Concessions Services is set forth in Exhibit F, Pricing of Items for Sale or Rent, of the Agreement. The Contract Administrator may approve changes, in writing, to the listing of types of food, beverages, and sundries' items for sale. Soccer 5 may also offer and manage special services including, but not limited to, rental of soccer-related items. All special services shall be subject to the prior written approval by the Contract Administrator, must be within the general scope and theme of the Agreement, and are subject to approval by all appropriate government authorities.

Soccer 5 shall not use, provide, or sell to the public, any materials or products that are considered by the Contract Administrator to not be consistent with the theme or purpose of the Parks or the Agreement. Soccer 5 shall promptly remove any such material, if directed to do so by the Contract Administrator in writing. If such materials are not removed within twelve (12) hours of receipt of written notice from the Contract Administrator, the Contract Administrator shall have the right to remove the materials and charge Soccer 5 for all costs and expenses related to the removal thereof, and Soccer 5 shall reimburse County within thirty (30) calendar days of receipt of an invoice.
- 1.7 Licenses. Soccer 5 shall obtain all required licenses, permits and government approvals necessary to provide the Concessions Services.
- 1.8 Nuisances. Soccer 5 shall not permit any nuisance or hazardous trade or occupation to be carried on in, or upon, the Licensed Premises. Soccer 5 shall not permit anything to be kept in or about the Licensed Premises that may increase the risk of hazard of fire. Soccer 5 shall not permit waste to be committed upon or any damage done to Licensed Premises or the Parks generally. Soccer 5 shall not use, occupy, or permit the Licensed Premises to be used or occupied in any manner that will violate any laws or regulations of any governmental authority.
- 1.9 Special Events. The Contract Administrator reserves the right to approve any and all activities and special or promotional events (collectively "Special Events") conducted by

Soccer 5 or third parties on behalf of Soccer 5, and such Special Events shall be subject to the Division's Park Permit rules and regulations.

Special Events shall consist of any activity or event with an anticipated attendance of greater than 350 persons. No Special Events shall take place within the Parks without a properly completed and executed Park Permit and Park Permit Addendum (collectively "Permit"). Soccer 5 shall be solely responsible for planning any Special Events and shall provide a detailed and complete Permit application to County for each event. No Permit fee shall be charged to Soccer 5 for any Special Events; however, Soccer 5 shall be responsible for payment of any fees for use of equipment or County personnel, as established in the Parks and Recreation Fee Schedule set forth in the Broward County Administrative Code. Revenue generated from all Special Events shall be included in the Gross Receipts and Gross Revenue payments described in Article 4 of the Agreement.

Upon submission of the detailed and complete Permit application, the Parties shall schedule a meeting(s) to develop the terms and conditions to be included into the Permit ("Permit Review"). The Permit shall address all applicable minimum requirements including, but not limited to, traffic control, safety and security plan, sanitation plan (litter control, recycling and trash removal services, toilets and hand sanitation), maintenance of the Park restrooms and portable toilets during and after any Special Event, trash dumpsters, transportation (parking and shuttle plan), inclement weather plan, concessions and vendors, health permits, food and beverage sales permits (including alcoholic beverages), sound impact plan, fencing and tent installation, traffic barricades, cones, signage, event tickets, ADA accommodations, building permits, and all applicable municipal requirements for such Special Event. The Park Permit shall also include any County-approved change in Soccer 5's hours of operation set forth in Schedule A to Exhibit A.

The Permit Review shall include a process to minimize impacts on the public's right to use the Parks for park purposes during any Special Events. The Permit Review shall incorporate procedures to protect the public's access to other amenities within the Parks during any Special Events.

- 1.10 Public Opinion. County may periodically conduct surveying activities to assess public opinion on the quality of the Concessions Services provided under the Agreement and will provide feedback to Soccer 5.
- 1.11 Landscaping. The Contract Administrator reserves the right to approve, in writing, any and all landscape material placement, replanting, or removal on the Licensed Premises, except for any replanting with landscape material previously approved by the Contract Administrator for the Concessions.
- 1.12 Marketing. Soccer 5 shall use its best efforts to reasonably market, advertise, and promote the Concessions as open to the public. All advertising, marketing, and publicity

materials shall be in accordance with County's Advantage Marketing Program set forth in Section 13.62, Broward County Administrative Code. The Contract Administrator reserves the right to review and approve in advance all advertisements, marketing, and publicity materials including, but not limited to, social media (e.g., Facebook, Twitter, and Blogs) to be used by Soccer 5 for the Concessions that include the Parks, Division, or County's name, logo, or otherwise refers to this Agreement, and reserves the right to require Soccer 5 to identify the name of the Parks in any advertising, marketing, or publicity materials. Soccer 5 shall not own or otherwise have the legal right to the trademark to any name that includes the Parks, Division, or County's name or logo. Any names, logos, trademarks, or copyrights developed during or pursuant to this Agreement that may in any way associate with, identify, or implicate an affiliation with County, or any agency thereunder, shall be subject to the prior written approval of the Contract Administrator, and upon termination of this Agreement, may become the exclusive ownership of County, in its discretion. Any banner or signage placed within the Parks, or adjacent to the Parks, must be professionally made and approved by the Contract Administrator prior to installation. Soccer 5 and the Contract Administrator shall cooperate on marketing efforts, including cross-marketing. County shall include the Concessions in the Parks and Recreation Division's relevant promotional or informational materials.

Soccer 5 shall include a statement on all printed and electronic marketing, or advertising, including a telephone number, and if available, an email address, regarding the availability of auxiliary aids, or services, if requested in advance, in accordance with Park policy.

Soccer 5 and the Division's Public Communications Manager shall cooperate on all marketing efforts. If the Contract Administrator elects to review documentation relating to advertising, signage, or promotional material, the Contract Administrator shall review such documentation within ten (10) work days of the submittal of such documentation by Soccer 5. The reasons for any non-approval shall be set forth in writing within the ten (10) day period. In the event such written notice of non-approval is not transmitted to Soccer 5 within such ten (10) day period, County shall be deemed to have given its approval. However, in all events, Soccer 5 may replace any advertising or signage previously approved by the Contract Administrator without the prior approval of the Contract Administrator. Further, it is understood by Soccer 5 that should any of the above items be disapproved, Soccer 5 may offer alternative solutions, and County's review of same shall follow the above process.

- 1.13 Lightning. County has installed lightning prediction systems in the Parks. Soccer 5 shall cease any outside operations when the system sounds until the "all clear" signal sounds. County, through the firm that provides the lightning prediction equipment, will provide annual maintenance of same for proper operation. In the event the lightning prediction equipment is not working, and/or when weather conditions indicate a threat of lightning in the area, Soccer 5 shall follow park management

direction when so given regarding temporary ceasing of outside Concessions operations, and in any event Soccer 5 shall use its best judgment and common sense in ceasing operations when threatening weather approaches.

PART 2 - FOOD AND BEVERAGES

- 2.1 The production and provision of food and beverages by Soccer 5 on the Licensed Premises shall only be for consumption by the Parks' patrons and Soccer 5's employees and invitees under the terms of the Agreement. Soccer 5 shall not be permitted to utilize the Licensed Premises for delivery of food or beverages outside of the Parks' boundaries. The menus, prices, and policies for food and beverages services shall be subject to the prior written approval of the Contract Administrator. Soccer 5 may provide, at a minimum, standard and specialty beverages and fresh and pre-packaged food. Soccer 5 shall provide a food and beverages menu and/or menu board with accompanying prices at all locations where food can be purchased under the Agreement, including any mobile vending units within the Licensed Premises, approved by the Contract Administrator for use within the Parks. The menu may be supplemented with daily specials listed on a menu board and by limited menu items for any approved mobile vending units within the Licensed Premises.
- 2.2 Soccer 5 shall be permitted to sell, provide, and serve alcoholic beverages subject to compliance with the provisions of County's alcohol policy for parks set forth in Section 25½-12, Broward County Code of Ordinances. In the event Soccer 5 elects to sell, provide, or serve any alcoholic beverages, Soccer 5 shall install signage indicating the designated areas within the Licensed Premises where consumption of alcohol is allowed, and prohibit any consumption outside of such designated areas. County reserves the right to approve the locations where Soccer 5 sells, provides, or serves alcoholic beverages and the designated area(s) where alcoholic beverages may be consumed.

PART 3 - EQUIPMENT AND FURNISHINGS

- 3.1 Soccer 5 shall be responsible for providing its own fixtures, equipment, materials, and supplies for the operation and maintenance of the Concessions Services at the Parks. Soccer 5 shall be responsible for replacing, at its cost, any of its improvements, fixtures, or equipment that are damaged by any person other than County's employees, contractors or agents. Soccer 5 shall be responsible for maintaining in good repair its property and any County equipment Soccer 5 is using at the Concessions.
- 3.2 The Contract Administrator shall review documentation relating to equipment and furnishings within ten (10) work days of submittal of same by Soccer 5 for approval. The reasons for any non-approval shall be set forth in writing no later than ten (10) work days after delivery of such documentation. In the event such written notice of non-approval is not transmitted to Soccer 5 within such ten (10) work day period, County shall be deemed to have given its approval. However, in all events, Soccer 5 may replace

any equipment and furnishings previously approved by the Contract Administrator, as the case may be, that meets the plans and specifications for the same without the prior approval of the Contract Administrator. Further, it is understood by Soccer 5 that should any of the above items be disapproved, Soccer 5 may offer alternative solutions.

- 3.3 All equipment installed during the Agreement Term shall be new or in good working order. All furnishings installed shall be new or lightly used and clean. Maintenance and custodial equipment and supplies shall be stored out of plain view in a screened or enclosed area designated by the Contract Administrator or off-site, except in emergencies.
- 3.4 All equipment and furnishings provided by Soccer 5 shall meet the requirements of all applicable building, fire, pollution, and other related codes. The replacement of any equipment with comparable equipment suitable for the purposes intended shall not require approval of the Contract Administrator.

PART 4 - JANITORIAL SERVICES

Soccer 5 and County shall be responsible to provide, at their own expense, janitorial services within the Licensed Premises as follows:

- (a) Soccer 5 shall collect its trash and transfer such trash generated within its Concessions operations area as provided under Section 7.2 of the Agreement. Soccer 5 shall recycle its recyclable refuse including, but not limited to, plastic, aluminum, and glass, in the manner prescribed for the Parks by the Contract Administrator.
- (b) Soccer 5 shall be responsible for providing janitorial services for the restrooms at the Concessions Buildings in each Park during Soccer 5's hours of operation for that Park, and excludes restocking of restroom supplies, which shall be the responsibility of County under (c) below.
- (c) County shall be responsible for providing janitorial services for the restrooms at the Concessions Buildings in each Park during the Park's hours of operation when such janitorial services are not required to be provided by Soccer 5 under (b) above, including restocking of any restroom supplies that County deems necessary or required for the maintenance of such restrooms.

PART 5 - SOCCER 5's MAINTENANCE

- 5.1 During the Agreement Term, except for County's responsibilities under Parts 4 and 6 herein, Soccer 5 shall be solely responsible for all maintenance and repairs of the Licensed Premises, and all structures and improvements thereon, and shall maintain

such premises in good repair and in a clean, safe, orderly, and sanitary condition and appearance, and free of debris and trash.

- 5.2 Soccer 5 shall maintain the Concessions, and any improvements, fixtures, and equipment utilized in its operation of the Concessions, in good working order and repair, including any improvements, fixtures, and equipment that existed on the Licensed Premises upon the commencement of operations by Soccer 5, reasonable wear and tear, and any on-going Concessions-related Improvements projects excepted.
- 5.3 Soccer 5 shall maintain the areas where Concessions Services are provided, including all storage and repair areas, in good working order and repair, and in a clean and orderly condition, reasonable wear and tear, and any on-going Concessions-related improvements projects excepted. Soccer 5 shall be responsible for the maintenance of the Concessions Buildings, except for County's responsibilities for such maintenance as described in Part 6 below, in addition to all of Soccer 5's equipment, Personal Property, supplies, and storage areas, and any of County's equipment utilized by Soccer 5 under the Agreement.
- 5.4 County shall determine, in its sole discretion, the quality of such maintenance performed by Soccer 5 under the Agreement.
- 5.5 If Soccer 5 refuses or neglects to undertake any of its maintenance and repair responsibilities under the Agreement for the Concessions operated by Soccer 5 on the Licensed Premises, or if County is required to make any repairs necessary for the Concessions operated by Soccer 5 on the Licensed Premises due to an emergency, as determined by County in accordance with Article 21 of the Agreement, or that are necessitated on the Licensed Premises or the Parks due to any negligent acts or omissions of Soccer 5 or Soccer 5's Subcontractors, County shall have the right to make such repairs on behalf of and for Soccer 5. In such event, Soccer 5 shall pay for such work within thirty (30) calendar days of delivery of an invoice from County for such work.

PART 6 PARKS MAINTENANCE

County shall be responsible for maintaining the Parks, other than Soccer 5's responsibility for maintenance of the Licensed Premises as provided in Part 5 above, in good working order and repair and in a clean and orderly condition, reasonable wear and tear excepted. County shall perform all structural repairs or replacement for the Concessions Buildings including, but not limited to, mechanical, electrical, or plumbing and HVAC complete systems' replacement, except due to any damage caused by Soccer 5 or Soccer 5's agents, which damage shall be governed by the terms of Article 18 of the Agreement.

PART 7
CAPITAL IMPROVEMENTS OR OTHER IMPROVEMENTS BY SOCCER 5

- 7.1 Construction of all capital improvements or other improvements or installations under the Agreement by Soccer 5 shall be performed in such a manner to ensure that such improvement:
- 7.1.1 Is structurally sound and safe for human occupancy, and free from any hazards;
 - 7.1.2 Provides sufficient clearance for any deliveries, use of equipment, or otherwise, so as to not interfere with the Park's operations and arriving and departing vehicles;
 - 7.1.3 Is of high quality, safe, and fire resistant and subject to approval by County under Section 7.3 below;
 - 7.1.4 Is completed in an environmentally conscientious manner to the extent possible and commercially practicable; and
 - 7.1.5 Complies with the terms of the Agreement.
- 7.2 Soccer 5 represents and warrants to County that any capital improvements or other improvements or installations made by Soccer 5 under the Agreement shall be at all times free and clear of all liens, claims, and encumbrances. If any lien or notice of lien shall be filed against any of the improvements or installations, such party who made the improvement or installation shall, within thirty (30) calendar days after notice of the filing of any lien, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. The provisions hereof shall not apply to any purchase money security interest in any movable trade fixtures installed at or within the Licensed Premises.
- 7.3 Soccer 5 shall not commence any construction or installation at the Parks for the Concessions-related Improvements described in Exhibit C, Capital Improvements Projects, until the applicable architectural design plans and specifications ("plans and specifications") have been reviewed and approved by the Contract Administrator, which approval shall not be unreasonably withheld, and all applicable permits have been obtained. The Contract Administrator shall review and comment on the plans and specifications submitted by Soccer 5 within thirty (30) work days of submittal. If the Contract Administrator does not approve the plans and specifications, Soccer 5 shall respond to the Contract Administrator's comments within thirty (30) work days and resubmit the plans and specifications to the Contract Administrator. The Contract Administrator shall review and comment on any resubmitted plans and specifications within fifteen (15) work days. If the Contract Administrator does not approve the resubmitted plans and specifications, the process set forth above shall continue until

the plans and specifications are approved. The final plans and specifications approved by the Contract Administrator for the applicable Concessions-related Improvements are collectively referred to hereinafter as the "Approved Plans."

- 7.4 If required by any governmental entity, the applicable plans and specifications shall be certified by an architect or engineer licensed to practice in the State of Florida. For work that does not require permits from any governmental entity, the Contract Administrator may, in the Contract Administrator's sole discretion, accept sketches instead of plans and specifications.
- 7.5 Soccer 5 shall obtain and deliver to County Performance and Payment Bonds or such alternate form of security for the applicable Concessions-related Improvements in accordance with Section 27.27 of the Agreement.
- 7.6 Soccer 5 shall install all furnishings and improvements, at its sole cost, that are necessary for operation of the Concessions Services under the Agreement.
- 7.7 All construction or installation work under the Agreement shall be in accordance with the Approved Plans. No material changes shall be made to any Approved Plans without the prior written approval of the Contract Administrator, which approval shall not be unreasonably withheld or delayed. Any change that requires the issuance of a building permit or modifies an existing building permit shall be considered a material change. If any construction or installation work is performed that includes a material change to the Approved Plans without the Contract Administrator's approval, Soccer 5 shall, at its sole cost, and at the direction of the Contract Administrator, remove any work that is started or completed without Approved Plans and restore the Licensed Premises to the prior condition, within a reasonable time period to be determined by the Contract Administrator.
- 7.8 Any Concessions-related Improvements performed by Soccer 5 that require construction plans and specifications, including without limitation "as-built" plans, shall not identify any conduit ducts for cable, telecommunications, electric service, and the like by any specific company name, and such plans shall identify the purpose of such conduits by generic reference only, including without limitation, "phone conduit," "telecommunications conduit," or "power conduit."
- 7.9 All improvements, installation, equipment, and interior design and decor for such improvements constructed or installed by Soccer 5, including the plans and specifications relating to same, shall conform to all applicable laws and regulations. The approval by County of any plans, specifications, or designs shall not constitute a representation or warranty as to such conformity, and the responsibility for compliance shall at all times remain that of Soccer 5. The plans and specifications for all Concessions-related Improvements shall consist of: (a) working drawings; (b) technical specifications; (c) bid documents, if applicable; (d) schedule for accomplishing

improvements; (e) schedule of finishes and graphics; (f) list of furnishings, fixtures, and equipment; and (g) certified estimate of the design, development, and construction costs.

- 7.10 In addition to the Contract Administrator's approval, Soccer 5 shall obtain all necessary governmental approvals for the Approved Plans. Any work impacting any portions of the Parks, other than the Licensed Premises, shall be performed within schedules approved by the Contract Administrator to minimize any interruptions to Parks' operations or maintenance. Soccer 5 and the Contract Administrator shall closely cooperate in planning and scheduling construction-related activities in the Parks. Soccer 5 shall ensure that during any temporary closure of the restrooms on the Licensed Premises due to construction activities, ADA compliant portable restrooms shall be provided.
- 7.11 Soccer 5 and any of its Subcontractors providing any of the Concessions-related Improvements at the Parks shall meet with the Contract Administrator in periodically scheduled meetings to assess the current status of completion of the applicable improvements.
- 7.12 All structures, permanently-affixed fixtures, and other improvements existing on the Effective Date of the Agreement, as well as any Concessions-related Improvements (except trade fixtures and equipment not permanently affixed, and any other personalty of Soccer 5 and its agents) following construction or installation and approval by County, respectively, shall be Soccer 5's property. Upon the date of expiration or earlier termination of the Agreement, all such improvements and installations shall become County property. Additionally, any items including, but not limited to, fixtures or other improvements that are nailed, bolted, stapled, or otherwise affixed to the Licensed Premises and that are not readily removable shall be considered capital improvements or permanent fixtures and shall remain on the Licensed Premises following the date of expiration or earlier termination of the Agreement. If any personalty of Soccer 5 including, without limitation, furnishings, trade fixtures, or equipment is removed by Soccer 5 or its agents, Soccer 5 shall restore any damage to the Licensed Premises within a reasonable time period determined by the Contract Administrator. All utilities conduits and meters from the stub (if existing) shall be installed by Soccer 5 or its agents, at their expense including, without limitation, cable, water, electric, and telecommunications. Such conduits and meters shall be deemed improvements and shall, upon the date of expiration or earlier termination of the Agreement, become County property.
- 7.13 Substantial Completion of Concessions-related Improvements. Substantial Completion of Concessions-related Improvements shall mean the date, as certified in writing by Soccer 5 and its design Subconsultant, and as finally determined by the Contract Administrator in the administrator's sole discretion, that the Concessions-related Improvements, or any applicable portion thereof, are at a level of completion in substantial compliance with the "Approved Plans" under the Agreement;

all conditions of the permits and regulatory agencies have been satisfied; the improvements can be used or operated in all respects for their intended purpose; and proof of same has been provided to the Contract Administrator. A CO, TCO, or such other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator must be issued for Substantial Completion to be achieved; however, the issuance of a CO or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

In the event that a CO or other permitting approval is not required for construction or installation of any of the Concessions-related Improvements, Substantial Completion shall mean the date, as certified in writing by Soccer 5 and as finally determined by the Contract Administrator in the Contract Administrator's sole discretion, that the applicable Concessions-related Improvements, or any portion thereof, are at a level of completion in substantial compliance with the Approved Plans, such that the improvements can be used or operated in all respects for their intended purpose, and proof of same has been provided to the Contract Administrator.

7.14 Final Completion of Concessions-related Improvements.

Final Completion of Concessions-related Improvements shall mean the date certified by Soccer 5 for the applicable Concessions-related Improvements that all conditions and requirements of any permits and regulatory agencies have been satisfied, if required; punch list items have been completed; any documents required by the Approved Plans or the Agreement have been received by County; and, to the best of Soccer 5's knowledge, information, and belief, the improvements have been fully completed in accordance with the Approved Plans. The certified statements shall confirm Soccer 5's expenditures for the applicable Concessions-related Improvements, and any in-kind materials and labor.

7.15 Construction Claims. County property is not subject to mechanics or construction liens; however, in the event that a lien is filed against any portion of the Licensed Premises that relates to the construction of any of the Concessions-related Improvements, Soccer 5 shall cause same to be discharged of record prior to execution on the Licensed Premises or immediately upon entry of any judgment against County, either by payment, deposit or filing a bond in accordance with Florida Law. County shall promptly provide to Soccer 5 copies of all such liens received by County. Soccer 5 shall pay, when due, or shall promptly resolve all claims for labor or materials furnished with respect to any Concessions-related Improvements. If the Designated Representative shall, in good faith, contest the validity of any such lien, claim, or demand, then, to the extent permitted by law, Soccer 5 shall, at its expense, defend itself and County against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against County.

7.16 Following Final Completion and approval by County of the Concessions-related Improvements, no major modification to any portion of the Licensed Premises or

Concessions-related Improvements shall be permitted without prior written approval of the Contract Administrator. "Major" is defined as any alteration, improvement, or removal of any equipment requiring issuance of a building permit.

7.17 Concessions-related Improvements and Capital Expenditures.

7.17.1 Brian Piccolo Park. The Concessions-related Improvements described in Exhibit C, Capital Improvements Projects for Brian Piccolo Park shall be completed within the time periods described in Exhibit G, Project Phases and Deliverables.

7.17.2 Tradewinds Park. The Concessions-related Improvements described in Exhibit C, Capital Improvements Projects for Tradewinds Park shall be completed within the time periods described in Exhibit G, Project Phases and Deliverables.

The completion periods for the Concessions-related Improvements described above may be extended by the Contract Administrator, within the Contract Administrator's sole discretion, for good cause demonstrated by Soccer 5, upon written request by Soccer 5 at least seven (7) calendar days prior to the end of the applicable completion period. Any extension granted by the Contract Administrator shall be set forth in writing.

7.17.3 Capital Expenditures. Capital Expenditures are subject to the following:

7.17.3.1 Soccer 5's actual cost of design, construction, and acquisition of the Concessions-related Improvements, in addition to the cost of required bonds and construction insurance shall qualify as Capital Expenditures. Payments made by Soccer 5 to any Subcontractors for engineering and architectural design work shall be included as Capital Expenditures; provided, however, such costs shall not exceed Fifteen percent (15%) of the total amount of such Capital Expenditures. Soccer 5 may make a written request to the Contract Administrator to exceed the percentage cap on costs for engineering and architectural design work if Soccer 5 can demonstrate the necessity for such expenditures to the Contract Administrator, particularly as applied to smaller construction projects. The approval of any greater percentage for costs for engineering and architectural design work by the Contract Administrator shall not be unreasonably withheld, and shall be set forth in writing. Only payments made by Soccer 5 to third parties as described in this section shall be included in the determination of Capital Expenditures.

7.17.3.2 Costs for Subcontractors (other than engineering and architectural design consultants, as provided above), legal fees and accountants' fees, or any other "soft costs" shall not qualify as Capital Expenditures. No finance, interest, expenses, administration, supervisory, overhead, or internal costs of Soccer 5 shall be included in the determination of Capital Expenditures.

- 7.18 Within ninety (90) calendar days following completion of the applicable Concessions-related Improvements, as determined by the Contract Administrator, Soccer 5 shall provide to the Contract Administrator a certified report of the monies actually expended in the design and installation of such Concessions-related Improvements, in accordance with the Approved Plans. The certified report shall be prepared by an independent CPA firm and shall contain the following: (a) a certification of the total of all monies actually expended for such Concessions-related Improvements; and (b) a certification that the total expenditures were derived according to generally accepted accounting practices and in accordance with the provisions of the Agreement. Soccer 5 shall provide, upon request, such invoices and other back up documentation as may be required by the Contract Administrator or the independent CPA firm to verify the amount of Capital Expenditures under the Agreement. The Contract Administrator shall notify Soccer 5, in writing, within sixty (60) calendar days from receipt of Soccer 5's certified report of approval or disapproval of such report based on any discrepancies or questions relating to the required data or information provided to evidence the certified costs for such Concessions-related Improvements. If there are any discrepancies in or questions pertaining to such certified report, Soccer 5 shall have ten (10) calendar days to respond to the questions or cure any identified discrepancies, as applicable, or make a written request to appeal the findings of the Contract Administrator to the Division Director. Any appeal shall state with specificity the basis for the appeal. The Division Director shall review any appeal timely received within ten (10) calendar days and make the final determination as to approval or disapproval of such certified report.
- 7.19 Soccer 5 shall provide the following documentation to the Contract Administrator within sixty (60) calendar days after issuance of a CO from the permitting agency with jurisdiction over the applicable Concessions-related Improvements or, if a CO is not required, within sixty (60) calendar days from a written Notice to Proceed with commencement of operations issued by the Contract Administrator: (a) a certified statement from the construction contractors specifying the total Capital Expenditures for such Concessions-related Improvements and stating that such improvements are free and clear of all liens, claims, or encumbrances by any material suppliers, subcontractors, or laborers; and (b) a certified statement from the architect or engineer stating the total architect's or engineer's fees for such Concessions-related Improvements have been constructed in accordance with the Approved Plans and are in compliance with all applicable laws and regulations. Soccer 5 shall, upon the request of the Contract Administrator, provide such documentation and release of liens as may be required by such Contract Administrator. County, at its option, may conduct an audit of such expenditures.

PART 8
CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE
REQUIREMENTS FOR CONTRACTORS

8.1 In the event Soccer 5 contracts with a Subcontractor to perform any of the Concessions-related Improvements under the Agreement, any contract with such Subcontractor shall include the following provisions, in substantially the form provided below:

8.1.1 Indemnification: (name of Subcontractor) shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of (name of Subcontractor), its current or former officers, employees, agents, contractors, or servants, arising from, relating to, or in connection with this Agreement. These indemnifications shall survive the term of this agreement.

8.2 Insurance Requirements for Construction Contracts.

8.2.1 The Parties shall require their respective Contractor(s) performing work at the Parks to pay for, provide and maintain the insurance, including, but not limited to: Commercial General Liability, Workers' Compensation, Employers' Liability, Business Automobile Liability insurance as applicable to the project and endorse Soccer 5 and County as additional insureds under the Commercial General Liability policy. The insurance coverage should be provided by companies authorized to do business in State of Florida with an AM Best rating of A- or better. County reserves the right to require proof of insurance coverage upon request. For contracts over One Hundred Thousand Dollars (\$100,000) in estimated construction value, the coverage shall include, but not be limited to, the limits and coverage specified below, unless otherwise approved in advance by County:

a. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, and all federal laws. The policy must include: Employers' Liability insurance coverage with a limit of Five Hundred Thousand Dollars (\$500,000) each accident.

b. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Two Million Dollars (\$2,000,000) per aggregate. The policy must be endorsed to name Broward County, Florida, and U.S. Soccer 5, LLC, as additional insureds. Coverage shall include:

Independent Contractors
Products/Completed Operations
Explosion, Collapse and Underground Hazards Personal Injury
Broad Form Property Damage
Broad Form Contractual Coverage

- c. Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and must include: Owned/Vehicles; Hired and Non-Owned Vehicles; and Employer's Non-Ownership.
- d. Builder's Risk Insurance/Property Insurance/Installation Floater as a condition of beginning construction work. The coverage shall be an "All Risk Perils" completed value form extending coverage for existing structures. U.S. Soccer 5, LLC, and Broward County, Florida, shall be named as an additional loss payee.
- e. Professional Liability Insurance for design and engineering contractors with minimum limits of One Million Dollars (\$1,000,000) per claim. The Policy shall include a three (3) year extended reporting period.

SCHEDULE A TO EXHIBIT A
HOURS OF OPERATION

General Hours of Operation.

A. Brian Piccolo Park:

Monday through Friday, 5:00 p.m. to 11:00 p.m.

Saturday and Sunday, 9:00 a.m. to 9:00 p.m., unless hours are extended for Special Events pursuant to a Park Permit issued in accordance with Section 1.9 of Exhibit A, or as provided below.

B. Tradewinds Park:

Monday through Friday, 5:00 p.m. to 11:00 p.m.

Saturday and Sunday, 9:00 a.m. to 11:00 p.m.

The general hours of operation set forth above are subject to modification upon the written request of Soccer 5 and written approval of the Contract Administrator, as described in Article 16 of the Agreement, Section 1.9 of Exhibit A for any Special Events, and as provided below.

For the initial six (6) month period beginning on the Piccolo Commencement Date of the Agreement, the Division Director will review Soccer 5's security plan and operations for the Concessions Services at Brian Piccolo Park to determine if Soccer 5 may be permitted to extend the hours of operation, and be responsible for securing the Park and closing the Park's gates after normal Park operating hours. In the event the Director does not allow Soccer 5 to secure the Park and close the Park's gates after the Park's normal operating hours, and Soccer 5 desires to extend the hours of operation, the Division Director may permit Soccer 5 to extend its operating hours, contingent upon Soccer 5 being required to hire a licensed security officer or law enforcement officer with jurisdiction within the Park to secure the Park and close the Park's gates. In either event, the Contract Administrator and Soccer 5 shall set forth in writing the amended hours of operation and the specific requirements relating to securing the Park and closing the Park's gates after the Park's normal operating hours.

The above provisions shall be applicable to any request by Soccer 5 to extend the hours of operation at Tradewinds Park after the initial six (6) month period of commencement of the Concessions Services at the Park and excludes any Special Events.

EXHIBIT B
LOCATOR MAP

Brian Piccolo Park



EXHIBIT B
LOCATOR MAP
(continued)

Tradewinds Park



EXHIBIT C

CAPITAL IMPROVEMENTS PROJECTS

Brian Piccolo Park

<u>Priority #</u>	<u>Item/Project</u>	<u>Minimum Estimated Cost</u>	<u>Construction or Installation Commencement and Completion Dates</u>
1.	Fields Installation: Four (4) 5v5/6v6/7v7, or any combination thereof, flexi-fields system layout*	\$400,000	Refer to Exhibit G
2.	Five (5) field re-turfs x \$150,000	\$750,000	Refer to Exhibit G
3.	Fencing and Equipment	\$50,000	Refer to Exhibit G

Brian Piccolo Park Estimated Total: \$1,200,000

*Flexi-system fields provide for different fields' layouts and dimensions.

EXHIBIT C

CAPITAL IMPROVEMENTS PROJECTS
(continued)

Tradewinds Park

<u>Priority #</u>	<u>Item/Project</u>	<u>Minimum Estimated Cost</u>	<u>Construction or Installation Commencement and Completion Dates</u>
1.	Fields Installation: Four (4) 5v5/6v6/7v7, or any combination thereof, flexi-fields system layout*	\$800,000	Refer to Exhibit G
2.	Five (5) Field re-turfs x \$250,000	\$1,250,000	Refer to Exhibit G
3.	Fencing and Equipment	\$100,000	Refer to Exhibit G

Tradewinds Park Estimated Total: \$2,150,000

Estimated Total for both Parks: \$3,350,000

The minimum estimated costs set forth in this Exhibit for the Parks and the construction or installation commencement and completion dates set forth in Exhibit G, Project Phases and Deliverables, may be revised by the Contract Administrator and Soccer 5 in the form of an amendment to the Agreement in accordance with Section 27.16, "Amendments."

*Flexi-system fields provide for different fields' layouts and dimensions.

EXHIBIT D
AFFIDAVIT
[CRIMINAL BACKGROUND SCREENING]

AGREEMENT TITLE: _____
CONTRACTOR'S NAME: _____
DATE: _____

By signing this form, I am swearing or affirming that all individuals providing Concessions Services to County under the Agreement on the Licensed Premises at the Parks have been background screened in accordance with the background screening requirements set forth in the Agreement and been deemed eligible by Soccer 5 to provide such services as described in the Agreement. The information contained in this Affidavit is up to date as of the date this Affidavit is furnished to the Contract Administrator per the requirements of the Agreement.

All individuals providing Concessions Services to County under the Agreement on the Licensed Premises at the Parks are listed below under categories 1 and 2 below. Each individual shall be identified by name, birth date, and date deemed eligible, and shall fall into one (1) of the following categories:

1. Initially screened and deemed eligible [Insert list of individuals and include the Park(s) where such individuals will be providing Concessions Services] *[Applicable only to first monthly Affidavit. Thereafter, only categories 2 and 3 must be completed.]*
2. New individuals screened and deemed eligible.

[Insert list of individuals and include the Park(s) where such individuals will be providing Concessions Services]

3. Individuals no longer providing Concessions Services for Soccer 5 under the Agreement on the Licensed Premises at the Parks.

[Insert list of individuals]

Signature of Affiant

Sworn to and subscribed before me this ____ day of _____, 20__.

My commission expires:

Notary Public, State of Florida

My signature, as Notary Public, verifies the Affiant's identification has been validated by

**Exhibit E
Insurance Requirement**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

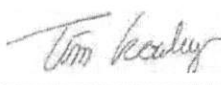
TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Bodily Injury & Property Damage Combined	\$ 2 mil	\$ 4 mil
	Minimum limits:		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)	\$ 1 mil	
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage		
EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> May be used to supplement minimum liability coverage requirements.	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 1 mil	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	Claims-made Form Extended reporting period of	\$1 mil 2 yrs	
<input checked="" type="checkbox"/> Liquor Liability	(each accident) Extended coverage period	\$ 1 mil 	
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY IS LISTED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY AND THE BUSINESS AUTOMOBILE POLICIES. WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER APPLIES TO GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS COMPENSATION.			
REFERENCE: Mini-Soccer Complexes			
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301 Attn: Parks & Rec		 Digitally signed by TIMOTHY CROWLEY DN: dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=RM, ou=Users, cn=TIMOTHY CROWLEY Date: 2017.12.28 14:25:49 -05'00'	
Revised 2015		Risk Management Division	

EXHIBIT F
PRICING OF ITEMS FOR SALE OR RENT

The following pricing for items for sale or rent by Soccer 5 under the Agreement are approved by County. The categories, individual items, and prices are subject to change pursuant to a written request by Soccer 5 and written approval of the Contract Administrator.

A. FIELD RENTAL RATES**

Field rental rates are based on a per hour rental period.

Peak Hours: Monday through Friday, 8 p.m. - 11 p.m.

Off-Peak Hours: Monday through Friday before 8 p.m. or after 11 p.m., and all hours of operation on Saturday and Sunday

<u>Format</u>	<u>Peak Hour Fees</u>	<u>Off-Peak Hour Fees</u>
5v5 Field	Peak Hours \$100	Off-Peak \$90
6v6 Field	Peak Hours \$120	Off-Peak \$100
7v7 Field	Peak Hours \$140	Off-Peak \$120

Rental rates for Youth Soccer Clubs:

<u>Format</u>	<u>Fees</u>
5v5 Field	\$75
6v6 Field	\$85
7v7 Field	\$100

B. SOCCER 5 ACADEMY**

Soccer 5 Academy will offer year-round programs for children 3 to 16 years of age that are designed to give players a chance to learn and play at their appropriate age and skill level.

Registration Fees per program, per season (annual fee): \$90 - \$100

Program Fees: \$90 - \$120 per month depending on the program.

** Broward County employees will receive a ten percent (10%) discount off any field rental or Soccer 5 Academy programs fees for their child(ren) upon proof of valid employee I.D. This offer cannot be used in conjunction with any other offer provided by Soccer 5. Any such offer or discount shall not exceed a fifty percent (50%) discount off the

prices set forth in this Exhibit, and all gross receipts and gross revenues shall be accounted for in accordance with Articles 5 and 6 of the Agreement.

All youth soccer programs provided by Soccer 5 shall comply with any and all licensure requirements for such programs, as applicable, prior to commencement of such programs.

1. Soccer 5 Academy weekly training sessions and games (typically 1 to 2 hours). For any child under the age of 5, a parent/guardian must remain on site for the duration of each training session and game when their child is attending.
2. Summer Camp (for school-aged children, which includes children who are at least 5-years-old and are enrolled in and attend a kindergarten program or grades one and above during a school district's academic calendar year).

Weekly Half-day Fee: \$125

Weekly Full-day Fee: \$175

3. Seasonal camps (operated during out-of-school times during the school calendar years for children 5 years or older).

Weekly Half-day Fee: \$125

Weekly Full-day Fee: \$175

C. YOUTH SEASONAL SCHOOL HOLIDAYS AND SUMMER CAMP PROGRAMS

Seasonal School Holidays and Summer Camp Programs (for school-aged children, who are at least 5-years-old and are enrolled in and attend a kindergarten program or grades one and above during a school district's academic calendar year).

Soccer 5 will offer seasonal camps and programs throughout the year in accordance with public school holidays. Soccer 5 will offer a \$25 discount to any Soccer 5 Academy member that signs up for a seasonal or summer camp program.

Any out-of-school time seasonal camps or summer programs shall comply with any and all licensure requirements for such programs, as applicable, prior to commencement of such programs.

Weekly Half-Day Fee: \$125

Weekly Full-Day Fee: \$175

D. ADULT LEAGUES

Soccer 5 will offer adult leagues throughout the year, with each league generally scheduled for an 8 to 10-week period.

<u>Format</u>	<u>Registration Fees</u>	<u>Weekly Fees</u>	<u>Max Roster</u>
5v5 Field	\$150	\$65	10 persons
6v6 Field	\$175	\$75	12 persons
7v7 Field	\$200	\$85	14 persons

Referee fees are included in weekly games.

E. FOOD AND BEVERAGES

Water and Soft Drinks: \$1 - \$2.50
 Coffee Drinks and Smoothie Drinks: \$1.50 - \$4
 Energy Drinks: \$3 - \$4
 Snack Foods and Candy: \$1 - \$2.50
 Hot Dogs and Hamburgers: \$3 - \$4.50
 Energy Bars: \$2.50 - 3.50
 Ice Cream: \$2 - \$4

F. ADULT BEVERAGES MENU

Beer: \$4 - \$6
 Wine: \$6 - \$8

G. SOCCER-RELATED ITEMS AND SUNDRIES

Soccer Balls: \$25 - \$60
 Socks: \$5 - \$10
 Shin guards: \$10 - \$15
 Ice: \$5 - \$10
 Sunblock: \$2 - \$10
 T-shirts: \$8 - \$30
 Hats: \$10 - \$30

H. BIRTHDAY PARTY PACKAGES

1. Premier Party Package: \$299 for up to 10 players, 100 minutes
2. Super League Party Package: \$499 for up to 16 players, 120 minutes

(The remainder of this page is intentionally left blank.)

EXHIBIT G
PROJECT PHASES AND DELIVERABLES

Soccer 5 shall comply with the phases and deliverables set forth in this Exhibit for the Concessions-related Improvements at each Park, unless information is specifically described for either Park.

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 1			
Financing Commitment	Letter of Commitment from Soccer 5; Letter(s) of intent from financier(s) (if needed)	Due to Contract Administrator within 30 calendar days of the Effective Date of the Agreement	Subject to review and approval by the Contract Administrator

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 2			
Design plans completion and review	Preliminary plans (may be informal)	Due to Contract Administrator within 60 calendar days following the Effective Date of the Agreement	Subject to review and approval by the Contract Administrator

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 3			
Construction or installation permitting and approvals	All requisite government approvals	Due to Contract Administrator within 180 calendar days following the Effective Date of the Agreement	Formal approvals as needed in writing from respective government agencies

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 4 – Final Acceptance			
Construction or installation completion	Work completed, except for any minor punch lists	Brian Piccolo Park: To be completed within eighteen (18) months following the Effective Date of the Agreement Tradewinds Park: To be completed within twenty-four (24) months following	Certificate of Occupancy or Certificate of Substantial Completion or Contract Administrator Notice to Proceed, and opening Concessions for business

		the Effective Date of the Agreement	
Phase 5 – Operations Commencement	Concessions open for business to the public	<p>Brian Piccolo Park: Operations to commence within eighteen (18) months following the Effective Date of the Agreement</p> <p>Tradewinds Park: Operations to commence within twenty-four (24) months following the Effective Date of the Agreement</p>	Business license, performance deposit, and insurance in place; Concessions opened and operational
Phase 6 – Operations Review	Ongoing Concessions management and operations by Soccer 5, ongoing Agreement administration by Contract Administrator	Duration of the Agreement	Agreement performance and meeting benchmarks

EXHIBIT H - FORM OF PERFORMANCE BOND

FORM 007500-1: PERFORMANCE BOND

Project Name: «Project_Name»

Project Number: «Project_Number»

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, under the assigned Bond Number _____, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No. _____, with County, which Contract Documents are by reference incorporated herein and made a part hereof, including any and all provisions for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

- 1) Performs the Contract between Contractor and County for construction of _____, in the time and manner prescribed in the Contract; and
- 2) Pays County all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
- 3) Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, County having performed County's obligations thereunder, the Surety shall promptly:

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and County on the same terms and conditions as the Contract [insert] otherwise agreed by County, and make available as work

progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Broward County named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

ATTEST:

CONTRACTOR

Corporate Secretary or other person
authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title
____ day of _____, 20__

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(Print Name)

(City/State/Zip Code)

Telephone No.: _____

EXHIBIT I - FORM OF PAYMENT BOND

FORM 007500-2: PAYMENT BOND

Project Name: «Project_Name»
Project Number: «Project_Number»

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal (hereinafter called "Contractor"), and _____, as Surety, are bound to Broward County, Florida (hereinafter called "County"), as Obligee, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No. _____, awarded the _____ day of _____, 20_____, with County for _____ in accordance with the Contract Documents prepared by _____ which Contract Documents are by reference made a part hereof (and for the purposes of this Bond are hereafter referred to as the "Contract");

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays County all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that County sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Section 225.05(1), Florida Statutes, for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- A. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work,

furnish to the Contractor a notice that he intends to look to the bond for protection.

- B. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor _____ and

to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

- C. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless the notices stated under the preceding conditions (A) and (B) have been given.

- D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

ATTEST:

CONTRACTOR

Corporate Secretary or other person
authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title

____ day of _____, 20____

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

(Print Name)

Address: _____
(Street)

(City/State/Zip Code)
Telephone No.: _____

FORM 007500-3: CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing; that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

_____ (Seal) as Secretary of

(Name of Corporation)

(SEAL)

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____, who sworn upon oath acknowledged that he/she is authorized to execute the foregoing Performance and Payment Bond on behalf of Contractor named therein in favor of County.

Subscribed and Sworn to before me this _____ day of _____, 20____.

My commission expires:

Notary Public, State of Florida at Large

Bonded by _____