

**LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD COUNTY AND US CHAMPIONS
SOCCER ACADEMY LLC FOR CENTRAL BROWARD REGIONAL PARK SOCCER CONCESSION
PROGRAMMING PARTNER**

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 US Champions Soccer Academy LLC, a Florida limited liability company, d/b/a PSG Academy Florida ("US Champions") (collectively referred to as the "Parties").

Recitals

- A. County, through its Parks and Recreation Division ("Division"), administers Central Broward Park (the "Park") for public recreation and enjoyment.
- B. The Park is a designated regional park and contains a sports complex consisting of a stadium and hall ("Broward County Stadium") with adjacent athletic fields.
- C. County issued a Request for Letters of Interest (RLI #PNC2116254R1) seeking proposals from qualified vendors for a soccer concession at the Park, and US Champions' proposal was selected by County's evaluation 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 **Applicable Law** means any and all applicable laws, codes, advisory circulars, rules, regulations, ordinances, or resolutions of any governmental or quasi-governmental entity relating to this Agreement, the Concessions, Concession-related Improvements, the Licensed Premises, or any activities at the Licensed Premises, that have been, or may hereinafter be adopted, and as may be amended from time to time, including without limitation, all applicable federal, state, County, local, and any quasi-governmental agency laws, codes, advisory circulars, rules, regulations, ordinances, resolutions, development orders, and grant agreements, including, but not limited to, the Americans with Disabilities Act.

1.2 **Board** means the Board of County Commissioners of Broward County, Florida.

1.3 **Capital Expenditures** means the costs paid by US Champions for work performed, services rendered, and materials furnished for construction of the Concessions-related Improvements (as herein defined).

1.4 **Concessions** means the soccer concession at the Park to be operated and maintained by US Champions on the Licensed Premises for Soccer-related Activities, the Concessions Services, and Concessions-related Improvements.

1.5 **Concessions-related Improvements** means the improvements and any installation projects at the Park, as set forth in Exhibit C, to be completed by US Champions under this Agreement, to provide the Concessions Services.

1.6 **Concessions Services** means the goods and services offered for sale or rent by US Champions within the Licensed Premises, including but not limited to, the Soccer-related Activities and related equipment, food and beverages, merchandise, sundries, souvenirs, and special activities coordination (e.g., birthday parties and tournaments).

1.7 **Contract Administrator** means the Director of the Broward County Parks and Recreation Division, or such other person designated by same in writing.

1.8 **County Administrator** means the administrative head of County appointed by the Board.

1.9 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.10 **Designated Representative** means the individual designated in writing by US Champions to represent US Champions in all matters concerning administration and performance of this Agreement.

1.11 **Division** means the Broward County Parks and Recreation Division.

1.12 **Event** means any activity or event with an anticipated attendance of greater than three hundred fifty (350) persons.

1.13 **Licensed Premises** means the specific areas designated by County within the Park, as depicted on Exhibit B, Locator Map for US Champions to operate the Concessions and provide the Concessions Services in accordance with this Agreement.

1.14 **Park** means Central Broward Park, located at 3700 NW 11th Place, Lauderdale, Florida 33311.

1.15 **Park Purpose** means a use of an area of land in the pursuit of outdoor leisure, athletic, or recreational activities, as more particularly defined in Section 8.13 of the Charter of Broward County, Florida.

1.16 **Park-related Equipment** means equipment to help maintain and enhance the stadium, fieldhouse, and multipurpose fields at the Park.

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1.17 **Scope of Services** means the services and activities to be provided by US Champions as described in Exhibit A.

1.18 **Soccer-Related Activities** means the activities specifically set forth on Exhibit J.

1.19 **Subcontractor** means an entity or individual providing services to County through US Champions for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Locator Map
Exhibit C	Concession-Related Improvements
Exhibit C-1	Park-related Equipment
Exhibit D	Affidavit (Criminal Background Screening)
Exhibit E	Minimum Insurance Coverages
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
Exhibit J	Soccer-Related Activities

ARTICLE 3. USE OF THE LICENSED PREMISES AND SCOPE OF SERVICES

3.1 Subject to the terms of this Agreement, and except as set forth in Section 3.1.1, US Champions shall have exclusive operating rights to Soccer-Related Activities within the Licensed Premises, the Park's multipurpose fields 3 and 4, and any new fields constructed at the Park pursuant to this Agreement. US Champions' exclusive operating rights apply only to Soccer-Related Activities as defined in Exhibit J of this Agreement and County shall have the right to use the Licensed Premises (including the Broward County Stadium or any shared office space), the Park's multipurpose fields 3 and 4, and any new fields constructed at the Park pursuant to this Agreement, for other activities, including but not limited to cricket events and soccer activities that are not Soccer-Related Activities as defined in Exhibit J.

3.1.1 Notwithstanding the limited exclusive operating rights granted in Section 3.1, County has the right to schedule and book the following activities in the Park, whether or not such activities are deemed Soccer-Related Activities:

- (i) United States Soccer Coaches Annual Certification Course;

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- (ii) Practice or training space for professional and international soccer teams in connection with soccer matches held in the area;
- (iii) Practice, training, or match space for youth leagues or soccer clubs that are not affiliates or franchises of any soccer super club or youth soccer academy; and
- (iv) Practice, training, or match space for Football Club Prime (FC Prime), women's or girls' soccer programs on Fields 3 and 4.

3.1.2 In addition to the County's rights set forth in Section 3.1.1, for a period of two (2) years covering the 2019 and 2020 United Soccer League ("USL") seasons, County shall have the right, as a priority over the rights granted to US Champions in Section 3.1, to schedule and book soccer games in the Stadium and practice sessions on fields 3 and 4 that involve the USL team affiliated with the InterMiami Major League Soccer team.

3.2 County hereby grants to US Champions the right, license, and privilege to utilize the Licensed Premises to: (A) operate and maintain the Concessions, (B) finance, design, permit, and construct or install the Concessions-related Improvements, and (C) provide the Concessions Services in accordance with the terms of this Agreement and as outlined in Exhibit A (Scope of Services), Exhibit C (Concession-Related Improvements), and Exhibit G (Project Phases and Deliverables). US Champions and its Subcontractors shall not utilize any other portions of the Park that are not included in the Licensed Premises without the prior written consent of County. Additional Concessions Services or capital improvements on the Licensed Premises are subject to approval by the Contract Administrator, and the Parties executing an amendment to this Agreement in accordance with Section 31.18, "Amendments." The Concessions, including any use of office space by US Champions on the Licensed Premises, must, at all times, serve a Park Purpose.

3.3 County hereby grants to US Champions, and its employees, and patrons and guests, the non-exclusive privilege of ingress and egress to exercise the rights and license granted pursuant to Section 3.2.

3.4 The Licensed Premises are being made available to US Champions 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 US Champions relating to this Agreement. US Champions acknowledges it has inspected the Licensed Premises and determined that the locations are safe and suitable for US Champions' Concessions. US Champions 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 promptly take all action necessary to remedy or resolve any such issues or safety concerns in a timely manner.

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3.5 US Champions shall inform the Contract Administrator of any and all injuries or damage to any real property or Personal Property (as defined in Article 25) caused by US Champions, its officers, employees, agents, Subcontractors, invitees, or patrons that occurs within the Licensed Premises or the Park during the term of this Agreement caused by US Champions, its officers, employees, agents, Subcontractors, invitees, or patrons, and US Champions shall be responsible for all such injuries or damage as provided in Article 21.

3.6 County and its authorized agents shall have the right to enter upon the Licensed Premises at all times and for any reason, including to inspect such premises, as further described in Article 23, to determine if US Champions complies with the terms of this Agreement and Applicable Law.

3.7 The Scope of Services, set forth on Exhibit A, is a description of US Champions' 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 US Champions impractical, illogical, or unconscionable.

3.8 US Champions 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 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall commence on August 1, 2019 ("Effective Date"), and shall continue for a term of five (5) years ("Initial Term") from the Effective Date, unless terminated earlier or extended as provided herein.

4.2 This Agreement may be extended, at US Champions' option, for up to one (1) additional five (5) year term ("Renewal Term"), provided that US Champions furnishes County with written notice no less than one hundred and eighty (180) days prior to the expiration of the Initial Term ("Renewal Notice"). In the Renewal Notice, US Champions must certify (i) that there no uncured Event of Default (as defined in Section 12.1) under the Agreement, and (ii) that US Champions complies with the terms of the Agreement, including the timely completion of the Concession-related Improvements as scheduled in Exhibit C. The Initial Term and the Renewal Term, if exercised under this Agreement, shall collectively be referred to as the "Agreement Term." Each year of the Agreement Term is a "Contract Year."

4.3 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of US Champions required under this Agreement shall be completed by US Champions 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 5. MINIMUM ANNUAL GUARANTEE; FEES

5.1 US Champions shall pay to County an annual guaranteed sum ("Annual Guarantee") as follows:

<u>Contract Year</u>	<u>Annual Guarantee</u>
Contract Year 1	\$210,000
Contract Year 2	\$215,000
Contract Year 3 and each subsequent Contract Year during the Agreement Term	\$220,000

The Annual Guarantee is payable in twelve (12) monthly installments ("Annual Guarantee Installment") each equal to one-twelfth (1/12) of the Annual Guarantee applicable for the Contract Year then in effect. The Annual Guarantee entitles US Champions to use up to one hundred and fifty (150) rental booking dates of the Broward County Stadium, for up to eight (8) hours per rental booking date, per Contract Year, subject to any priority booking rights for other events or concessionaires that may apply, and exclusive use of multipurpose fields one and two of the Park ("Licensed Fields") during the Agreement Term. The Annual Guarantee does not include use of the Broward County Stadium above one hundred and fifty (150) rental booking dates per Contract Year, nor does it include any other Park amenities not specifically set forth above or any of the fees described in Sections 5.2 and 5.3 below.

Each Annual Guarantee Installment payment shall be due and payable by US Champions, in advance, without setoff or deduction except as may be expressly permitted in this Agreement, commencing on the Effective Date of this Agreement, and thereafter no later than the first day of each month, without billing by County, at the address listed in the "Notices" section. If any Annual Guarantee Installment payment is not received by County by the fifth (5th) day of the month in which it is due, beginning on the sixth day (6th) a late fee in the amount of One Hundred Dollars (\$100.00) per day, up to a maximum amount equal to five percent (5%) of the late Annual Guarantee Installment, shall accrue until the Annual Guarantee Installment payment is received by County. The payment of a late fee shall not prohibit County from exercising its right to terminate as set forth in Article 12 of this Agreement. Should the first day of any month fall on a weekend day or holiday, the applicable Annual Guarantee Installment payment shall be due and payable on the last County business day of the previous month.

5.2 Additional Fees. Any fees incidental to the use of the Broward County Stadium or the Licensed Fields, including, but not limited to, any special lining for the Licensed Fields or any other soccer-related field of the Park, use of lights for the Broward County Stadium and Licensed Fields, fees for use and lighting of the Park's multipurpose fields three and four, fees associated with the use of any additional fields in the Park constructed pursuant to this Agreement, and applicable gate admission fees, and any fees associated with additional bookings of the Broward County Stadium are not included in the Annual Guarantee and shall be payable by US Champions to County on or before the fifteenth (15th) day of each month after any additional fee is accrued.

5.2.1 Use of Synthetic Turf Fields. Pursuant to this Agreement, as set forth in Exhibit C, US Champions shall construct two (2) synthetic turf fields with lights in the Park. The first synthetic turf shall be fully constructed and operational no later than July 31, 2022. The second synthetic turf field shall be fully constructed and operational no later than July 31, 2025. US Champions may only rent the synthetic turf field from County on an hourly basis between the hours of 8:00 a.m. and 5:00 p.m. on Saturdays, Sundays, or holidays, between the hours of 8:00 a.m. and 7:30 p.m. on Mondays and Tuesdays that are not holidays, and between the hours of 8:00 a.m. and 8:30 p.m. on Wednesdays, Thursdays, and Fridays that are not holidays. The proposed rentals must be included as part of the calendar of requested usage provided to County pursuant to Section 15.1 of this Agreement. For purposes of this Agreement, a "holiday" is a County-observed holiday as such term is defined in Section 37.33 of the Broward County Administrative Code. US Champions shall pay the following fees for rental of the synthetic turf fields, as part of the additional fees paid pursuant to Section 5.2:

Field	Years	Rental Fee
First synthetic turf field (western field)	Beginning August 1, 2022 (or date of completion of first synthetic turf field, if earlier) through July 31, 2025 (or date of completion of construction of second synthetic turf field, if earlier)	First eight (8) hours per week: No charge Any rental hours beyond the initial eight (8) hours per week: Twenty Dollars (\$20.00) per hour (without use of lights) or Thirty Dollars (\$30.00) per hour (with use of lights)
First and second synthetic turf fields	Beginning August 1, 2025 (or date of completion of second synthetic turf field, if earlier) through the end of the Agreement Term	First sixteen (16) hours per week: No charge Any rental hours beyond the initial sixteen (16) hours per week: Twenty Dollars (\$20.00) per hour (without use of lights) or Thirty Dollars (\$30.00) per hour (with use of lights) Rental hours are calculated as the aggregate total of rental hours for both synthetic turf fields.

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5.3 Percentage Fees. If US Champions elects to operate any food and beverages or merchandise concessions, US Champions shall pay to County:

5.3.1 A percentage fee of twelve percent (12%) of Gross Receipts (as herein defined) from operation of such food and beverages or merchandise concessions at the Park; and

5.3.2 A percentage fee of twenty-five percent (25%) of Gross Revenues (as herein defined) from the sale of alcoholic beverages.

5.4 County agrees that as consideration for the percentage fees set forth in Section 5.3, County shall waive County-imposed permit fees applicable to the operation of food and beverages or merchandise concessions in the Park during the operation of the Concessions. Notwithstanding the above fee waiver, US Champions must, prior to the operation of food and beverages or merchandise concession in the Park, furnish to County any federal, state, or city permits, licenses, approvals, or business tax receipts required under Applicable Law.

5.5 On or before the fifteenth (15th) day after the end of each calendar month under the Agreement Term, US Champions shall furnish to the Contract Administrator a report of Gross Receipts and Gross Revenues (each as herein defined) for the preceding calendar month, together with the amounts due and payable to County pursuant to Section 5.3 of this Agreement without setoff or deduction for the preceding calendar month. 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 US Champions.

5.6 Sales and use tax shall not be part of the payment of the Annual Guarantee Installment payment, or any fees payable pursuant to Sections 5.2 and 5.3 and shall be remitted by US Champions in addition to such payments. County will remit the sales and use tax payments from US Champions to the appropriate taxing agency, as further described in Section 6.2.

5.7 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.

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

5.9 The term "Gross Receipts" as used in this Agreement means all monies paid or payable to, or considerations of determinable value received by, US Champions and any of its Subcontractors for sales and other transactions or for services rendered, from all source, for the sale of food, beverages, and merchandise, 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 do not include any (i) Gross Revenues (described in Section 5.10), (ii) sales refunds, returned merchandise, credit

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card charge backs, or any taxes imposed by law paid by a customer and directly payable by US Champions to a taxing authority, or (iii) insurance proceeds.

5.10. The term "Gross Revenues" as used in this Agreement means all monies paid or payable to, or considerations of determinable value received by US Champions 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 US Champions to a taxing authority are not included as Gross Revenues. Insurance proceeds shall not be included in "Gross Revenues."

ARTICLE 6. PAYMENT OF OBLIGATIONS AND TAXES

6.1 US Champions 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. US Champions 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.

6.2 US Champions 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, subject to any exemptions from payment of sales and use tax provided by law. US Champions shall be liable for any and all other taxes due to taxing authorities arising out of its operations under this Agreement. US Champions shall remit the sale and use tax payments to County contemporaneously with the payment of the Monthly Annual Guarantee Payment, additional fees, or percentage fee payments, as applicable. Sales and use tax shall be payable to County which in turn will be remitted to the appropriate taxing agencies. If a taxing agency 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, US Champions shall be required to make such payment to County, and County will remit same to the taxing agency. If US Champions fails to remit to County any sales and use tax, penalty, or interest when due in accordance with this section, County has the right, but not the obligation, to timely pay the amounts due to the appropriate tax agencies, and US Champions must reimburse County such amounts in full, together with interest accruing thereon at the maximum interest rate allowed by Florida law. US Champions shall be liable for, and shall pay in a timely manner, all other taxes due taxing authorities arising out of its operations under this Agreement.

6.3 US Champions shall procure and obtain, at its sole cost, all permits, licenses, and approvals required of US Champions for its operations and performance under this Agreement.

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6.4 US Champions 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 US Champions, 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. US Champions shall take such action necessary to resolve any amounts in dispute.

6.5 Performance and Payment Bonds. Within fifteen (15) calendar days prior to commencement of any Concession-related Improvements under this Agreement, US Champions, or its licensed Subcontractor hired to perform the applicable Concession-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.

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

6.5.2 Each Bond shall continue in effect for one (1) year after a Certificate of Occupancy is obtained for completion of the applicable Concession-related Improvements, with liability equal to One Hundred percent (100%) of the cost of such Concession-related Improvements, or an additional bond shall be conditioned that US Champions, or its licensed Subcontractor hired to perform such Concession-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 Concession-related Improvements, as defined in Section 30.11, and County's approval of such improvements.

6.5.3 Alternate Form of Security. In lieu of providing Performance and Payment Bonds, US Champions 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 to One Hundred percent (100%) of the cost of the applicable Concession-related Improvements. Such alternate form of security shall be subject to the approval of County, the same conditions as set forth in Sections 6.5.1 and 6.5.2 above, and shall be held by County for up to one (1) year after Final Completion of the applicable Concession-related Improvements, as defined in Section 30.11, and County's approval of such improvements.

6.5.4 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 Concession-related Improvements, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code,

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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. US Champions shall provide a Certificate and Affidavit certifying to the requirements provided in this Section 6.5.4, in a form provided by County.

ARTICLE 7. REVENUE HANDLING AND REPORTING

US Champions 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 US Champions a revenue reporting form and format or program to utilize to ensure accountability of the funds, and provide policies and procedures relating to accounting, recordation, and receipts. The revenue generated by US Champions from the provision of the Concessions Services shall be included in Gross Receipts or Gross Revenues as set forth in Article 5. The requirements of this Article are in addition to the records retention requirements set forth in Article 14, "Reports and Records."

ARTICLE 8. PAYMENT FOR ELECTRONIC CONNECTIONS AND USAGE; TRASH REMOVAL SERVICES; MAINTENANCE AND REPAIR

8.1 Electronic Connections and Usage. US Champions shall be responsible for obtaining and payment of its telephone, computer, high speed wireless internet access, and other electronic connections and usage.

8.2 Trash removal. US Champions shall, in a timely manner, provide for the adequate sanitary handling and removal of all trash, garbage, or other refuse caused by US Champions' operations. US Champions shall be responsible for transferring all trash generated by the Concession Services within the Licensed Premises into the respective trash dumpsters designated by the respective Park Manager. If the amount of trash generated by US Champions, from any Events, 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, US Champions 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. US Champions shall make any required reimbursement to County for the additional trash removal fees within thirty (30) days from receipt of an invoice from County.

8.3 US Champions 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.

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8.4 US Champions 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 US Champions, reasonable wear and tear, and any on-going Concessions-related Improvements projects excepted.

8.5 US Champions shall be responsible for the maintenance of all of US Champions' equipment, Personal Property (as hereinafter defined), supplies, and storage areas, and any of County's equipment utilized by US Champions under the Agreement.

8.6 County shall determine, in its sole discretion, whether the quality of such maintenance performed by US Champions under the Agreement conforms to the requirements of Section 8.4.

8.7 If US Champions refuses or neglects to undertake any of its maintenance and repair responsibilities under the Agreement for the Concessions operated by US Champions on the Licensed Premises, or if County is required to make any repairs necessary for the Concessions operated by US Champions on the Licensed Premises due to an emergency, as determined by County in accordance with Article 24 of the Agreement, or that are necessitated on the Licensed Premises or the Park due to any negligent acts or omissions of US Champions or US Champions' Subcontractors, County shall have the right to perform such maintenance or make such repairs on behalf of and for US Champions. In such event, US Champions shall pay County for such work within thirty (30) days after delivery of an invoice from County for such work.

ARTICLE 9. REPRESENTATIONS AND WARRANTIES

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

9.2 Solicitation Representations. US Champions represents and warrants that all statements and representations made in US Champions' 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 US Champions.

9.3 Contingency Fee. US Champions represents and warrants that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for US Champions,

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any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

9.4 Public Entity Crime Act. US Champions represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents and warrants that its entry into this Agreement will not violate that Act. US Champions further represents and warrants 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 US Champions has been placed on the convicted vendor list.

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

9.6 Warranty of Performance. US Champions represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Concessions Services under this Agreement, and that each person and entity that will provide Concessions 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 Concessions Services. US Champions represents and warrants that the Concessions Services under this Agreement shall be provided 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.

9.7 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, US Champions certifies and represents and warrants that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

9.8 Condition of Licensed Premises. US Champions represents and warrants that it has inspected the Licensed Premises and determined the locations are safe and suitable for US Champions' intended use.

9.9 Capital Improvements. US Champions represents and warrants to County that any capital improvements or other improvements or installations made by US Champions 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, US Champions 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.

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The provisions hereof shall not apply to any purchase money security interest in any movable trade fixtures installed at or within the Licensed Premises.

9.10 Breach of Representations. In entering into this Agreement, US Champions acknowledges that County is materially relying on the representations and warranties of US Champions stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to US Champions, to deduct from the compensation due US Champions under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to US Champions under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.

ARTICLE 10. INDEMNIFICATION

10.1 US Champions shall indemnify, hold harmless, and defend County and all of County's current, former, and future 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of US Champions, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, US Champions 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. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due US Champions under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

10.2 Construction or installation of Concession-related Improvements. US Champions shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of US Champions and persons employed or utilized by US Champions in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due US Champions 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, and any amount withheld shall not be subject to payment of interest by County. The obligations of this section shall survive the term of this Agreement.

ARTICLE 11. INSURANCE

11.1 For the duration of the Agreement, US Champions shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. US Champions shall maintain insurance coverage against claims relating to any act or omission by US Champions, its agents, representatives, employees, or Subcontractor in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

11.2 US Champions shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

11.3 On or before the Effective Date, US Champions shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, US Champions shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

11.4 US Champions shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by US Champions has been completed, as determined by Contract Administrator. US Champions or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). US Champions shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

11.5 US Champions shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

11.6 If US Champions maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit E, County shall be entitled to any such broader coverage and higher limits maintained by US Champions. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by US Champions.

11.7 US Champions shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. US Champions shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County.

County may, at any time, require US Champions to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. US Champions agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and US Champions agrees to obtain same in endorsements to the required policies.

11.8 Unless prohibited by the applicable policy, US Champions waives any right to subrogation that any of US Champions' insurer may acquire against County, and agrees to obtain same in an endorsement of US Champions' insurance policies.

11.9 US Champions shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of US Champions under this article. US Champions shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractor's applicable insurance policies.

11.10 In the event US Champions or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to US Champions. US Champions shall not permit any Subcontractor to provide services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, US Champions shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

11.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, US Champions must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

ARTICLE 12. TERMINATION

12.1 For purposes of this Agreement, any of the following events shall constitute an "Event of Default":

a. US Champions' failure to pay the Annual Guarantee, the monthly Annual Guarantee Installment payment, any fees payable under Sections 5.2 or 5.3, sales and use tax, any accrued late fee, any other sums payable to County hereunder, within ten (10) days after any such payment is due and payable, or any interest on any of the foregoing;

b. US Champions' failure to provide or maintain the Performance Deposit or Field Maintenance Fund described in Article 28, which failure is not cured within ten (10) days after receipt of written notice from County of the breach;

- c. US Champions' failure to comply with any term of this Agreement, which failure is not cured within thirty (30) days after receipt of written notice from County, or in the case of any breach which cannot be cured within thirty (30) days, if US Champions fails to proceed promptly and with good faith to begin to cure the default within thirty (30) days after receipt of written notice from County, or once cure has commenced, to diligently prosecute the cure to completion;
- d. US Champions' failure to provide the monthly Affidavit, in the form attached as Exhibit D, to County as required under Section 17.4, which failure is not cured within five (5) days after receipt of written notice from County of the breach;
- e. US Champions voluntarily abandons, deserts, or vacates the Licensed Premises or ceases to operate and manage the Concession as provided herein for a period of thirty (30) consecutive days;
- f. US Champions' failure to perform any Concession-related Improvement within its required time period;
- g. If any representation or warranty made by US Champions in Article 9 of this Agreement is inaccurate;
- h. Any lien, claim, or other encumbrance, which is filed against the Licensed Premises that is not permitted by this Agreement, is not removed or bonded as required by Article 30 of this Agreement;
- i. US Champions' failure to obtain and maintain Payment and Performance Bonds or such other form of security approved by County for any of the Concession-related Improvements;
- j. US Champions' repeated (whether negligent or intentional) submission of false or incorrect reports, failure to observe or suitably perform any of the other material provisions of this Agreement;
- k. US Champions' failure to operate the Concessions in a manner that serves a Park Purpose;
- l. US Champions' failure to continuously perform in a manner calculated to meet or accomplish the objectives as set forth in this Agreement;
- m. If US Champions 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;

- n. If US Champions provides a false certification submitted pursuant to Section 287.135, Florida Statutes;
- o. Upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes;
- p. US Champions becomes a debtor in, or the subject of, a voluntary or involuntary bankruptcy or receivership; or
- q. Any of US Champions' officers or executives is indicted for a felony, charged with acts of moral turpitude, or engages in dishonesty, fraud, misconduct, or disreputable conduct that adversely and materially impairs or impacts public access to the Park or the reputation, goodwill, or position of County or the Park.

12.2 Upon the occurrence of an Event of Default, or at any time thereafter during the continuance of an Event of Default, County may, at its sole option, exercise one or more of the following rights:

- a. terminate the rights of US Champions under this Agreement, in which the Agreement and all rights of US Champions under the Agreement shall expire and terminate and County shall be released and relieved of all liability under this Agreement;
- b. sue US Champions for all damages, costs, and expenses arising from, or which are a proximate cause of, US Champions' Event of Default, and to recover all such damages, costs, and expenses, including reasonable attorneys' fees at both trial and appellate levels;
- c. restrain, by injunction, the commission or attempted commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of this Agreement. US Champions acknowledges that County would not have an adequate remedy at law for an Event of Default and that injunctive relief or specific performance is required to protect the public from irreparable harm;
- d. draw down on the Deposit described in Article 28; and/or
- e. exercise any and all other remedies available to County under this Agreement or at law or in equity.

In the event of any termination by County, County may accelerate and declare immediately due and payable all unpaid amounts due and other sums required to be paid under this Agreement. In addition, US Champions shall be liable for all damages incurred by County in connection with US Champions' Event of Default or the termination of this Agreement upon such an Event of Default, including without limitation, all direct damages, such as collection costs and reasonable attorney's fees, as well as indirect, consequential, and all other damages whatsoever. The exercise by County of any right of termination shall be without prejudice to any other rights and remedies at law or in equity. No remedy herein confirmed upon or reserved to County is

intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy shall be cumulative.

12.3 This Agreement may be terminated for convenience 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.

12.4 Either Party can terminate this Agreement for convenience by giving no less than nine (9) months written notice to the other Party. This time period may be extended up to an additional thirty (30) days, at the terminating Party's reasonable discretion, if the non-terminating Party requests an extension in writing at least sixty (60) days prior to the end of the nine (9) month period. A written request for an extension shall include sufficient explanation and documentation to allow the terminating Party to grant such extension, which shall not be unreasonable withheld or delayed. If County is the terminating Party, the County Administrator may, in the County Administrator's discretion, extend the date of termination for up to thirty (30) days. In the event County terminates this Agreement for convenience, within ninety (90) days after the date of termination set forth in the termination notice, County shall pay US Champions the amount expended by US Champions, and approved by County, for all Concession-related Improvements by US Champions during the Agreement Term, minus an annual depreciation percentage for each approved improvement based on a ten (10) year depreciation schedule (i.e., 10% per year) prorated for any partial year.

12.5 Notice of termination shall be provided in accordance with Section 31.8, "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 oral notice that shall be promptly confirmed in writing.

ARTICLE 13 PRICES CHARGED BY US CHAMPIONS

13.1 Prices charged to the public by US Champions 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. US Champions shall not change the 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 within ten (10) business days after the receipt of such request. In the event such written notice of disapproval is not mailed or otherwise transmitted to US Champions by the Contract Administrator within such ten (10) business day period, the proposed changes to the prices or items will be considered approved.

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13.2 The Contract Administrator will notify US Champions of any changes to County's schedule of fees charged to all Park patrons within fifteen (15) calendar days from the effective date of the changes.

ARTICLE 14 REPORTS AND RECORDS

14.1 US Champions 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. 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 US Champions 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 Internal Revenue Service guidelines.

14.2 US Champions 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) days after the end of each calendar year under the Agreement Term, or ninety (90) 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.

14.3 US Champions 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.

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14.4 US Champions shall furnish all reports required under the terms of this Agreement to the Contract Administrator at the address provided in Section 31.8, "Notices," of this Agreement.

ARTICLE 15. STADIUM BOOKINGS; EVENTS

15.1 Within five (5) days after the Effective Date of this Agreement, US Champions shall provide County, for County's review and approval, a calendar of all of US Champions' requested Broward County Stadium booking dates (each, a "Requested Stadium Date") and proposed usage of the Licensed Fields and any other fields in the Park for the upcoming four (4) calendar months. Commencing on or before ninety (90) days before the first day of the fifth calendar month after the Effective Date, and continuing on or before ninety (90) days before the first day of each calendar month thereafter during the Agreement Term, US Champions shall provide County, for County's review and approval, a calendar of all of US Champions' Requested Stadium Dates and proposed use of the Licensed Fields and any other fields in the Park for the applicable month (example: on or before the first day of the second month of the Agreement Term, US Champions shall provide Requested Stadium Dates for the fifth month of the Agreement Term; on or before the first day of the third month of the Agreement Term, US Champions shall provide Requested Stadium Dates for the sixth month of the Agreement Term, and so forth for each subsequent applicable month). If the Stadium is available on the Requested Stadium Dates, subject to applicable priority booking rights of County and any other County concessionaire, including, but not limited to, the priority booking rights of Worldwide Sports Management Group, LLC ("Worldwide"), pursuant to the agreement between Worldwide and County dated June 14, 2017, as amended, County shall block the Requested Stadium Dates for use by US Champions that month and shall not accept requests for the public to schedule any events in the Broward County Stadium on those dates. If US Champions fails to provide the calendar of Requested Stadium Dates for any month in strict accordance with the requirements of this Section 15.1, County shall have the right to accept any requests from other parties to schedule events at the Broward County Stadium and Licensed Fields during that month.

15.2 If US Champions cancels its use of the Broward County Stadium for any Requested Stadium Date less than thirty (30) days prior to the Requested Stadium Date (each cancelled date a "Cancellation") and the Broward County Stadium is not rented thereafter by any other party: (i) the Requested Stadium Date will continue to count towards the one hundred fifty (150) total Broward County Stadium rental booking dates included as part of the Annual Guarantee; and (ii) US Champions shall pay to County a cancellation fee of Seven Hundred Fifty Dollars (\$750) (the "Cancellation Fee"). The Cancellation Fee will be due and payable to County no later than ten (10) days after the cancelled Requested Stadium Date. For the avoidance of doubt, County shall have no obligation to make any efforts to rent the Broward County Stadium to any other party. The Cancellation Fee shall not be payable for the first five (5) Cancellations during each Contract Year.

15.3 US Champions' use of the Stadium, the Licensed Fields, or any other field in the Park for any Event, or for any other purpose, is subject to the Division's Park Permit Rules and Regulations. No Event shall take place within the Park without a properly completed and executed park permit

and any required addendums (collectively a "Permit"). Each Permit is subject to the Contract Administrator's final approval and all terms of this Agreement. Compliance with all requirements of the Permit are at US Champions' sole cost and expense. US Champions must comply with all applicable federal, state, County, and City of Lauderhill ordinances, rules, and regulations governing the Park or any Event.

15.4 US Champions shall be solely responsible for planning Events and providing a detailed and complete permit application to County. Upon submission of the detailed and complete permit application, the Parties shall schedule a meeting(s) to discuss all the conditions determined by County to be incorporated into the Permit ("Permit Review"). The Permit shall address all applicable minimum requirements, including, but not limited to, traffic control, Event safety, sanitation plan (litter control, recycling and trash removal services, toilets, and hand sanitation), maintenance of the Park restrooms and portable toilets during and after the Event, dumpsters, power washing Stadium, 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 the City of Lauderhill event requirements.

15.5 Permit Review must include a process to minimize impacts on the public's right to use the Park for Park Purposes during any Events. The Permit Review shall incorporate procedures to protect the public's access to other Park amenities during any Events. Any closure of other Park amenities shall be limited to the least intrusive measures in order to maintain maximum possible public access to the Park and all of the other Park amenities.

ARTICLE 16. US CHAMPIONS' OPERATIONS MANAGER

US Champions shall assign a full-time, qualified, and experienced operations and business Manager ("Operations Manager") at the Park for operation of the Concession Services. US Champions shall designate an individual as US Champions' authorized agent who shall be responsible for the day-to-day operations of the Concessions Services at the Park in the absence of the Operations Manager ("Deputy Operations Manager"). The Operations Manager and the Deputy Operations Manager must each be at least eighteen (18) years of age and at least one of which shall be physically available during US Champions' approved hours of operation. The qualifications of the Operations Manager and the Deputy 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 the Operations Manager and the Deputy Operations Manager. US Champions shall only hire persons of good moral character and shall perform criminal background checks on such persons as provided in Article 17.

ARTICLE 17. CRIMINAL BACKGROUND SCREENING

17.1 US Champions shall perform criminal background screening on all of its officers, employees, agents, Subcontractors, and volunteers who will be working on the Licensed

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Premises. The criminal background screening must, at a minimum, include a determination of whether the person being screened 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. Notwithstanding the above, US Champions shall not be required to comply with the provisions for criminal background screening under this article for those independent vendors coming into the Park to make deliveries of goods or services for, or relating to, the Concessions Services.

17.2 US Champions 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 US Champions in the Park.

17.3 US Champions 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.

17.4 US Champions shall submit to the Contract Administrator, on a monthly basis and simultaneously with the required monthly payment of percentage fees pursuant to Section 5.3 and submission of the monthly report on Gross Receipts and Gross Revenues, an affidavit, in the form attached as Exhibit D, affirming the persons listed in the affidavit have been background screened as required in Section 17.1 relating to sexual predator and sexual offender checks and have been deemed eligible by US Champions to work on the Licensed Premises. US Champions' first monthly affidavit shall include all screened individuals and the screening results. Thereafter, the monthly affidavit shall only identify new persons who are providing any Concessions Services under this Agreement and who have been screened as required in Section 17.1 and deemed eligible to work on the Licensed Premises during the period covered by the affidavit, and persons no longer providing services under this Agreement on the Licensed Premises. The Contract Administrator may, in his or her discretion, permit US Champions to furnish the monthly affidavit in an electronic format. US Champions' 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.

17.5 In the event US Champions obtains, or is provided, supplemental criminal background information, including police reports and arrest information, that potentially disqualifies a person previously deemed eligible by US Champions to provide services under this Agreement, US Champions shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by US Champions based on the requirements of this article, US Champions shall immediately cease allowing the person to work on the Licensed Premises. Additionally, US Champions shall require any person background screened pursuant to this article to notify US Champions 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.

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

17.7 County may terminate this Agreement immediately for cause, and without an opportunity to cure, by written notice provided to US Champions, for any violation related to US Champions' 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. US Champions 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 US Champions, and US Champions has demonstrated to County compliance with the requirements of this article.

ARTICLE 18. QUALITY OF SERVICES

18.1 US Champions 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. County has the right, but not the obligation, to request by written notice, that US Champions promptly remove any person or Subcontractor who fails to perform US Champions' obligations under this Agreement in an efficient or courteous manner, from the performance of services under this Agreement, or take such other curative action acceptable to the Contract Administrator. US Champions' failure to comply with County's request shall be grounds for termination of this Agreement for cause by County pursuant to Section 12.2 without further opportunity to cure by US Champions. County's notice pursuant to this section shall constitute effective notice required by Section 12.1(c) even though County's notice pursuant to this section may require US Champions' curative action in less than thirty (30) days.

18.2 US Champions shall provide enough staffing necessary for operation of the Concessions Services during its hours of operations at the Park. US Champions' operations on the Licensed Premises shall not unreasonably interfere with the public's use of other areas or amenities in the Park 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.

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

18.4 US Champions' employees shall be distinctively uniformed and appropriately attired in a neat and professional manner that distinguishes US Champions' employees from the Park's employees.

18.5 US Champions shall ensure that all sounds or noise, including, but not limited to, music generated within the Licensed Premises, or caused by US Champions' operations, 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. US Champions 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.

18.6 The Contract Administrator has the discretion to require changes in US Champions' 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 Park to also have quiet enjoyment of their respective concession premises.

ARTICLE 19. HOURS OF OPERATION

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

19.2 County may close the Park, or any portion(s) thereof, change the hours of operation, or cancel any activities within the Park that may impact the approved hours of operation for the Concessions Services if County determines, in its sole discretion, that (i) such action is necessary to protect the health, safety, or welfare of the public, or (ii) County is required to undertake a mandatory closure of the Park, or any portion thereof, or to cancel activities based upon the impending occurrence of acts of nature or other circumstances that may pose a risk to the safety of the public. The Contract Administrator shall provide the Designated Representative with verbal notice of the closure or changes (as the case may be), which shall be promptly confirmed by e-mail to the individual listed for US Champions under Section 31.8, "Notices," of this Agreement. The Contract Administrator may also, upon such written notice to US Champions as the Contract Administrator, in his or her sole discretion, determines to be reasonable under the circumstances, require a change in the daily hours or the number of days per week of operation of any of the Concessions in response to concerns raised by residents of neighborhoods abutting

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the Park. If, pursuant to this section, County requires US Champions to reduce its hours of operation for more than one (1) day, the next Annual Guarantee Installment payment due County shall be prorated based upon the reduced number of hours as a percentage of the hours of operation prior to reduction, to reflect the reduced hours of operation for the Concessions Services.

ARTICLE 20. FACILITIES AND SERVICES PROVIDED BY COUNTY

County shall provide non-exclusive general parking for US Champions, its officers, employees, agents, Subcontractors, patrons, invitees, suppliers of services, and furnishers of materials. County and US Champions agree to cooperate regarding any special parking needs during the Agreement Term.

ARTICLE 21. DAMAGES; LIABILITY FOR DAMAGE OR INJURY

21.1 US Champions shall repair any and all damage to the Licensed Premises and the Park, Concessions-related Improvements, and Personal Property caused by US Champions, its employees, agents, Subcontractors, patrons and invitees in a prompt and timely manner. County, at its sole option and upon written notice to US Champions, may elect to repair any such damage to the Licensed Premises and the Park at US Champions' expense and, thereafter, invoice US Champions for all of County's costs incurred in repairing such damage. US Champions shall pay County, without setoff or deduction, within thirty (30) days after receipt of such invoice. County shall repair any and all damaged to the Licensed Premises, Concessions-related Improvements, and Personal Property, caused solely by County, its officers, employees, contractors, or agents.

21.2 County shall not be liable for any damage or injury that may be sustained by any person(s) resulting from US Champions' operations or the Concessions Services under this Agreement. US Champions 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 Park.

ARTICLE 22. 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 Park, which includes County's and US Champions' planning and response roles. The Plan shall include detailed procedures of actions that US Champions must take to protect or remove 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, US Champions 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 23. INSPECTION BY COUNTY

County has the authority to enter the Licensed Premises at all times and for any reason. County may make periodic reasonable inspections of the Licensed Premises, and US Champions' equipment, and operations to determine if the Licensed Premises, equipment, and operations are being maintained in a neat and orderly condition, and to determine whether US Champions 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. US Champions shall reasonably comply with any recommendations of the Contract Administrator or the Contract Administrator's designee with respect to improper operations issues.

ARTICLE 24. EMERGENCY REPAIRS

County has the absolute right to make emergency repairs to any of the Park's facilities and the Licensed Premises under this Agreement, in accordance with the provisions under Section 8.7, free from any and all liability to US Champions 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 US Champions. The Contract Administrator or the Contract Administrator's designee shall provide US Champions 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 25. REMOVAL OF PROPERTY FOLLOWING EXPIRATION OR EARLIER TERMINATION OF AGREEMENT

On or prior to the expiration of the Agreement Term or earlier termination date of this Agreement, US Champions shall remove all of its equipment, inventories, materials, supplies, personal property, which shall not include any Park-related Equipment as defined on Exhibit C-1 ("Personal Property") and trade fixtures from the Licensed Premises. If US Champions does not remove its Personal Property and trade fixtures within fourteen (14) days following said expiration or earlier termination, at County's option: (a) title to same shall vest in County, at no cost to County; or (b) County may remove such Personal Property to a public warehouse for deposit, at US Champions' sole cost and expense; or (c) County may retain such Personal Property in its own possession and sell same at public auction, and the proceeds of that sale shall be applied first to the expenses of removal, storage, and sale; second to any sums owed by US Champions to County; or (d) County may dispose of such Personal Property in any manner permitted by law. If the expenses of such removal, storage, and sale exceed the proceeds of sale, US Champions shall pay such excess to County upon demand. US Champions shall further release County from any and all liability for removal and disposal of any Personal Property and trade fixtures. The insurance requirements under Article 11 shall remain in effect during such period

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of time necessary for US Champions to remove its Personal Property improvements as provided in this section.

ARTICLE 26. APPROVALS

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

26.2 US Champions, its employees, agents, Subcontractors, patrons, and invitees shall not conduct any activity on the Licensed Premises or in the Park that is not specifically authorized under this Agreement, unless approved in writing in advance by the Contract Administrator or such other authority for County, as appropriate.

ARTICLE 27. OWNERSHIP OF US CHAMPIONS

27.1 The ownership of US Champions is very important to County. Any transfer of a majority interest in ownership of US Champions 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 US Champions notifies the Contract Administrator in writing of its intent to seek Board approval of a transfer of a majority interest in ownership of US Champions, the Contract Administrator shall provide written notification to US Champions setting forth 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 US Champions, any time there is a change in the majority interest in ownership of US Champions that has not been specifically approved by the Board. US Champions shall provide to the Contract Administrator, within three (3) business days after receipt of written notice from the Contract Administrator requesting same, an accurate list of all owners of US Champions, showing the percentage of ownership of each owner.

27.2 If US Champions: (a) sells or transfers substantially all of its assets which relate to performance under this Agreement, (b) sells or transfers a controlling interest in US Champions (whether by sale of stock, membership interest, partnership interest, or any other method); or (c) transfers existing management of the operations of US Champions to an individual or an entity not otherwise involved in the management of US Champions' operations as of the date of this Agreement, US Champions shall pay to County an exit fee of five percent (5%) of the gross consideration received by US Champions or the selling party. US Champions shall provide a copy of the agreement with the third party relating to such transaction showing the consideration being paid, along with a copy of any corporate documents evidencing the transaction, and the fee described in this section at the time of the closing of the transaction.

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ARTICLE 28. PERFORMANCE DEPOSIT; FIELD MAINTENANCE FUND

28.1 Performance Deposit. Prior to commencement of operation of any of the Concessions Services under this Agreement, US Champions shall deposit with County a total performance deposit in the amount of One Hundred Ten Thousand Dollars (\$110,000), to be held by County as security for the full and faithful performance of US Champions' obligations under this Agreement (the "Deposit"). The 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, US Champions shall, within ten (10) days from notice from County, replenish the amount of funds drawn down so that the Deposit at all times is not less than One Hundred Ten Thousand Dollars (\$110,000). Any portion of the Deposit may be applied towards any payments due and owing County or for damages caused by US Champions under this Agreement. Subject to County's receipt from US Champions of the final special report described in Section 14.2, County shall, within sixty (60) days after expiration or earlier termination of this Agreement, remit to, or authorize release of the Deposit. If County holds the Deposit in cash, it shall be held without interest paid to US Champions.

28.2 Field Maintenance Fund. Prior to commencement of operation of any of the Concessions Services under this Agreement, US Champions shall deposit with County a total field maintenance fund in the amount of Ten Thousand Dollars (\$10,000) in cash, without interest to US Champions, to be used by County for maintenance of the Broward County Stadium and the Licensed Fields (the "Field Maintenance Fund"). In the event County utilizes any portion of the Field Maintenance Fund, US Champions shall, within ten (10) days after notice from County, replenish the amount of funds drawn down so that the Field Maintenance Fund at all times is not less than Ten Thousand Dollars (\$10,000).

ARTICLE 29. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

29.1. 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. US Champions shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

29.2. US Champions shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing the Concession Services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, US Champions shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

29.3. 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 US Champions to consider the use of CBE firms to perform work under this Agreement.

ARTICLE 30. CONCESSION-RELATED IMPROVEMENTS; PARK-RELATED EQUIPMENT

30.1 Construction of all capital improvements or other improvements or installations under the Agreement by US Champions shall be performed in such a manner to ensure that such improvement:

30.1.1 Is structurally sound and safe for human occupancy, and free from any hazards;

30.1.2 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;

30.1.3 Is of high quality, safe, and fire resistant and subject to approval by County under Section 30.2 below;

30.1.4 Is completed in an environmentally conscientious manner to the extent possible and commercially practicable; and

30.1.5 Complies with the terms of the Agreement.

30.2 US Champions shall not commence any construction or installation of Concessions-related Improvements described in Exhibit C, Concession-related Improvements at the Park, until the applicable Plans and Specifications (as hereinafter defined) have been reviewed and approved by the Contract Administrator, which approval shall not be unreasonably withheld, and all applicable permits have been obtained. US Champions shall submit a site plan and complete signed and sealed architectural and engineering plans and specifications for installation of each Concession-related Improvement to the Contract Administrator for review and written approval. The plans and specification must be certified and signed and sealed by an architect or an engineer licensed to practice in Florida and must consist of the following: (a) working drawings; (b) technical specifications; (c) construction and installation schedule pre-coordinated with County; (d) a list of equipment and fixtures; and (e) such other information as may be reasonably required by the Contract Administrator (collectively "Plans and Specifications"). The Contract Administrator shall have thirty (30) business days from receipt of the Plans and Specifications to approve or object to them in writing. In the event the Contract Administrator, Operator, or Team has objections, US Champions shall revise the Plans and Specifications to address the objections and resubmit the Plans and Specifications to the Contract Administrator and Contract Administrator shall have fifteen (15) business days from the date of re-submission to approve or object to the revised Plans and Specifications. If Contract Administrator has objections to the revised Plans and Specifications, US Champion shall further revise the Plans and Specifications to address the objections and resubmit the revised Plans and Specifications to Contract Administrator for approval, and US Champions shall continue to revise

and submit revised Plans and Specifications until such time as Contract Administrator approves the Plans and Specifications. Contract Administrator will have fifteen (15) days to review and approve or object to all resubmissions of revised Plans and Specifications. Any failure by the Contract Administrator to approve the submitted Plans and Specifications (whether initial or as revised) within the applicable period will not be deemed approval of the Plans and Specifications by County. The final Plans and Specifications approved by the Contract Administrator for Concessions-related Improvements are collectively referred to hereinafter as the "Approved Plans."

30.3 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.

30.4 US Champions shall install all furnishings and improvements that are necessary for operation of the Concessions Services under the Agreement, at US Champions' sole cost.

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, US Champions shall, at its sole cost and within a reasonable time period to be determined by the Contract Administrator, 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 condition in which it existed prior to such construction or installation.

30.5 Any Concessions-related Improvements performed by US Champions that require construction plans and specifications, and "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."

30.6 All improvements, installation, equipment, and interior design and decor for such improvements constructed or installed by US Champions, 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 with the requirements of this section shall at all times remain that of US Champions. 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.

In addition to the Contract Administrator's approval, US Champions shall obtain all necessary governmental approvals for the Approved Plans. Any work impacting any portions of the Park, other than the Licensed Premises, shall be performed within schedules approved by the Contract Administrator to minimize any interruptions to Park's operations or maintenance. US Champions and the Contract Administrator shall cooperate in planning and scheduling construction-related activities in the Park. US Champions shall ensure that ADA compliant portable restrooms are provided during any temporary closure of the restrooms on the Licensed Premises due to construction activities.

30.7 US Champions, and any of its Subcontractors providing any of the Concessions-related Improvements at the Park, shall meet with the Contract Administrator in periodically scheduled meetings to assess the current status of completion of the applicable improvements.

30.8 All structures, permanently-affixed fixtures, and other improvements existing on the Licensed Premises as of the Effective Date of the Agreement, as well as any Concessions-related Improvements (except trade fixtures and equipment not permanently affixed, and any other Personal Property of US Champions and its agents) following construction or installation and approval by County, respectively, shall be County's 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 of US Champions' Personal Property, furnishings, trade fixtures, or equipment are removed by US Champions or its agents, US Champions 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 US Champions or its agents, at its 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.

30.9 Substantial Completion of Concessions-related Improvements. Substantial completion of Concessions-related Improvements means the date, as certified in writing by US Champions and its design Subcontractor, 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; 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 all of the foregoing has been provided to the Contract Administrator. A Certificate of Occupancy ("CO"), Temporary Certificate of Occupancy ("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 TCO, or the date thereof,

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is not to be determinative of the achievement or date of substantial completion. If a CO or other permitting approval is not required for construction or installation of any of the Concessions-related Improvements, substantial completion will mean the date, as certified in writing by US Champions 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.

30.10 Final Completion of Concessions-related Improvements. Final completion of Concessions-related Improvements means the date certified by US Champions' architect or engineer that all conditions and requirements of any permits and regulatory agencies have been satisfied for the applicable Concessions-related Improvements; 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 US Champions' knowledge, information, and belief, the improvements have been fully completed in accordance with the Approved Plans. The certified statements shall confirm US Champions' expenditures for the applicable Concessions-related Improvements, and any in-kind materials and labor.

30.11 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, US Champions 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 US Champions copies of all such liens received by County. US Champions 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, US Champions 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.

30.12 Following final completion of the Concessions-related Improvements by US Champions and approval thereof by County, 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.

30.13 The Concessions-related Improvements described in Exhibit C 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 US Champions, upon written request by US Champions made at least seven (7) days prior to

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the end of the applicable completion period. Any extension granted by the Contract Administrator shall be set forth in writing.

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

30.14.1 US Champions' actual cost of construction and acquisition of the Concessions-related Improvements, including the cost of required bonds and construction insurance, will qualify as Capital Expenditures. Payments made by US Champions to any Subcontractors for engineering and architectural design work qualify as Capital Expenditures only to the extent the aggregate amount of all payments for design do not exceed fifteen percent (15%) of the total amount of the Capital Expenditures for the applicable Concession-related Improvement(s). US Champions may make a written request to the Contract Administrator to exceed the percentage cap on costs for engineering and architectural design work if US Champions can demonstrate to the satisfaction of the Contract Administrator the necessity for and reasonableness of such excess expenditures. The Contract Administrator's approval of exceeding the limitation on the percentage for costs for engineering and architectural design work shall not be unreasonably withheld and shall be set forth in writing. Only payments made by US Champions to third parties as described in this section shall be included in the determination of Capital Expenditures.

30.14.2 Costs for Subcontractors (other than engineering and architectural design Subcontractors, 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 borne by US Champions shall be included in the determination of Capital Expenditures.

30.15 Within ninety (90) days following final completion of the applicable Concessions-related Improvements, as determined by the Contract Administrator, US Champions 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 this Agreement. US Champions 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. The Contract Administrator shall notify US Champions, in writing, within sixty (60) days from receipt of US Champions' 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, US Champions shall have ten (10) days to respond to the questions, cure any identified discrepancies, or make a written request to the Division Director appealing the findings of the Contract Administrator. Any appeal

shall state with specificity the basis for the appeal. The Division Director shall review any appeal timely received within ten (10) days and make the final determination as to approval or disapproval of such certified report.

30.16 US Champions shall provide the following documentation to the Contract Administrator within sixty (60) 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) days from the date of 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, and that the Concessions-related Improvements have been constructed in accordance with the Approved Plans and are in compliance with all Applicable Laws and regulations. US Champions shall, upon the request of the Contract Administrator, provide such documentation and release of liens as may be required by the Contract Administrator. County, at its option, may conduct an audit of Capital Expenditures.

30.17 If US Champions 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:

Indemnification: (name of Subcontractor) shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of (name of Subcontractor) and persons employed or utilized by Subcontractor in the performance of this agreement. These indemnifications shall survive the term of this agreement.

30.18 Park-related Equipment. US Champions shall order the Park-related Equipment, and submit written proof of its order to County, by the completion date set forth for such Park-related Equipment on Exhibit C-1. US Champions shall be solely responsible for all costs of the acquisition of Park-related Equipment, including, but not limited to, any and all costs of delivery to the Park. US Champions shall bear all risks of loss for the Park-related Equipment until County provides written notice of its acceptance. County shall have the opportunity to inspect the Park-related Equipment to determine that it meets the requirements set forth in Exhibit C-1. If County deems the Park-related Equipment acceptable, County shall provide US Champions with written notice of its acceptance of the Park-related Equipment, and US Champions shall transfer and convey to County by Bill of Sale, good title to such Park-related Equipment. The Park-related Equipment shall not be subject to any liens, levies, or any encumbrances whatsoever. US Champions shall provide County with all documents, reports, drawings, or instruction manuals relating to Park-related Equipment and shall assign to County any applicable warranties.

ARTICLE 31. MISCELLANEOUS

31.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by US Champions in connection with performing the Concessions Services under this Agreement shall be owned by County and shall be deemed works for hire by US Champions and its agents; in the event the Concessions Services are determined not to be a work for hire, US Champions hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by US Champions, whether finished or unfinished, shall become the property of County and shall be delivered by US Champions to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to US Champions may be withheld until all documents are received as provided in this Agreement. US Champions shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

31.2 Public Records. To the extent US Champions is acting on behalf of County as stated in Section 119.0701, Florida Statutes, US Champions shall:

31.2.1 Keep and maintain public records required by County to perform the services under this Agreement;

31.2.2 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;

31.2.3 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 or termination of this Agreement if the records are not transferred to County; and

31.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of US Champions or keep and maintain public records required by County to perform the services. If US Champions transfers the records to County, US Champions shall destroy any duplicate public records that are exempt or confidential and exempt. If US Champions keeps and maintains the public records, US Champions 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.

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. US Champions will provide any requested records to County to enable County to respond to the public records request.

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Any material submitted to County that US Champions 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 PRODUCTION – TRADE SECRET." In addition, US Champions 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 US Champions 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 US Champions. US Champions 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 nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF US CHAMPIONS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO US CHAMPIONS' 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.

31.3 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of US Champions and its Subcontractors that are related to this Agreement. US Champions 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 under this Agreement. All such books, records, and accounts 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, US Champions or its Subcontractor shall make same available in written form at no cost to County.

US Champions and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). US Champions hereby grants County the right to conduct such audit or review at US Champions' 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 US Champions' in excess of five percent (5%) of the total contract billings reviewed by County, the

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reasonable actual cost of County's audit shall be reimbursed to County by US Champions in addition to adjusting for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to US Champions.

US Champions shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

31.4 Independent Contractor. US Champions is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Concessions Services under this Agreement, neither US Champions nor its agents shall act as officers, employees, or agents of County. US Champions shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

31.5 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

31.6 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

31.7 Third-Party Beneficiaries. Neither US Champions 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.

31.8 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, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

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

For US Champions:

US Champions Soccer Academy LLC
Attention: Manuel Montevioni
1101 Brickell Avenue, Suite 800
Miami, Florida 33131
Email address: manuel@psgacademyflorida.com

31.9 Assignment.

31.9.1 Except for subcontracting approved in writing by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, pledged or encumbered by US Champions, including by consolidation, dissolution, or operation of law, without the prior written consent of County, which consent shall be in County's sole discretion. Any purported assignment, transfer, change in control, or encumbrance in violation of this section will be void. If US Champions violates this provision, County shall have the right to immediately terminate this Agreement, in addition to any remedies at law or in equity.

31.9.2 In order to determine whether to grant the consent required in this section, County shall have the right to evaluate, examine, and audit the financial records, litigation history, performance history, and references of any individual or entity to whom US Champions intends to transfer or assign any right or interest in this Agreement ("Diligence Materials"). US Champions shall provide (or cause the proposed transferee/assignee to provide) the Diligence Materials within seven (7) days after written request by County. County will review the Diligence Material and provide a response to the request within ten (10) business days after receipt thereof. County's failure to timely respond shall not operate as consent.

31.9.3 If US Champions requests County's consent to an assignment or transfer in accordance with this section, US Champions shall make such request in writing and pay County a fee equal to the greater of (A) Five Thousand Dollars (\$5,000), or (B) one percent (1%) of the gross consideration to be paid to US Champions in such transaction to compensate County for its administrative and legal costs associated with review of US Champions' request for assignment or transfer. US Champions shall provide to County a copy of the transfer/assignment or other agreement and a copy of the closing statement,

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and shall make payment of the fee provided in this section at the time of making its request for County's consent to the proposed assignment.

31.10 Conflicts. Neither US Champions nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with US Champions' loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of US Champions' officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or US Champions 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 US Champions or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event US Champions is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, US Champions shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as US Champions.

31.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision 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. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

31.12 Compliance with Laws. US Champions and the Concessions Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

31.13 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.

31.14 Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

31.15 Interpretation. The titles and 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. Any reference to "days" or "calendar days" means calendar days, unless otherwise expressly stated. Any reference to "business days" means Monday through Friday other than holidays as defined in Section 5.2.1 and Schedule A to Exhibit A. Any notices, requests, approvals, or consents to be given or made under this Agreement must be in writing signed by an authorized signatory of the party giving the notice, approval, or consent, or making the request.

31.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 31 of this Agreement, the provisions contained in Articles 1 through 31 shall prevail and be given effect.

31.17 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 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 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, US CHAMPIONS 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.**

31.18 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and US Champions.

31.19 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter 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.

31.20 Payable Interest.

31.20.1 Payment of Interest. County shall not be liable to pay any interest to US Champions for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof US Champions 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 subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

31.20.2 Rate of Interest. If the preceding subsection is inapplicable or 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, one quarter of one percent (0.25%) simple interest (uncompounded).

31.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

31.22 Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000) is required of, or undertaken by, US Champions as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. US Champions shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibit A.

31.23 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.

31.24 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, US Champions certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

31.25 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.

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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 US Champions Soccer Academy LLC d/b/a PSG Academy Florida, 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 _____, 2019

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:  _____ 5/24/19
Jeffrey S. Siniawsky (Date)
Senior Assistant County Attorney

By:  _____ 5/24/19
Danielle W. French (Date)
Deputy County Attorney

JSS/ACL:dp
Central Broward Soccer Concession.docx
05/08/19
#405383

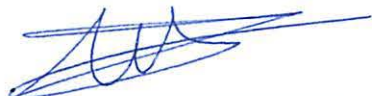
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LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD COUNTY AND US CHAMPIONS
SOCCER ACADEMY LLC FOR CENTRAL BROWARD REGIONAL PARK SOCCER CONCESSION
PROGRAMMING PARTNER


US Champions

WITNESSES:

US Champions Soccer Academy LLC d/b/a
PSG Academy Florida



Signature

By: 


Authorized Signor

Solene Paillet

Print Name of Witness above

MANUEL MONTEDONI - CEO

Print Name and Title



Signature

17 day of May, 2019

SYBIL SHIDDELL

Print Name of Witness above

ATTEST: 

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.** US Champions shall utilize the Licensed Premises to provide the Concessions Services under the Agreement and as further described herein. Us Champions shall provide:
- A. Minimum of one hundred fifty (150) stadium rental booking dates per Contract Year
 - B. Summer Youth Soccer Camp for two (2) weeks of stadium rentals per Contract Year
 - C. Soccer Youth Program, to conduct a minimum of two (2) youth soccer tournaments annually with approximately fifty (50) teams, including teams from outside the tri-county area (Broward, Palm Beach, Miami-Dade)
 - D. US Soccer franchise team to play eight (8) or more home games in the stadium.
- 1.2 **Phases.** The Concessions-related Improvements under the Agreement for the 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
- 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 US Champions 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. Annual grounds preventative maintenance, and maintenance fund of \$10,000 for turf maintenance;
 - B. Over the Initial Term, Concession-related Improvements and Park-Related Equipment in accordance with Exhibits C and C-1, for stadium field house or grounds build-out and equipment;
 - C. Providing food and beverages items for sale during the operation of the Concessions; and
 - D. Providing soccer-related and sundries items for sale and rent during the operation of the Concessions.
- 1.4 **Collection of monies.** US Champions shall collect all monies from patrons for the Concessions Services provided by US Champions under the Agreement.
- 1.5 **Food and Beverages Sales.** During US Champions' actual use of the multipurpose fields or the Broward County Stadium, US Champions may offer for sale to the public at the Park 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 Park). Food and beverage may not be offered by US Champions in the Broward County Stadium except during times that US Champions has booked the Broward County Stadium.

- 1.6 Sundries Items for Sale or Rent. US Champions 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. US Champions 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.

US Champions 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 Park or the Agreement. US Champions 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 US Champions for all costs and expenses related to the removal thereof, and US Champions shall reimburse County within thirty (30) calendar days of receipt of an invoice.

- 1.7 Licenses. US Champions shall obtain all required licenses, permits and government approvals necessary to provide the Concessions Services.
- 1.8 Nuisances. US Champions shall not permit any nuisance or hazardous trade or occupation to be carried on in, or upon, the Licensed Premises. US Champions shall not permit anything to be kept in or about the Licensed Premises that may increase the risk of hazard of fire. US Champions shall not permit waste to be committed upon or any damage done to Licensed Premises or the Park generally. US Champions 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 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 US Champions.
- 1.10 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.
- 1.11 Marketing. US Champions 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 US Champions for the

Concessions that include the Park, Division, or County's name, logo, or otherwise refers to this Agreement, and reserves the right to require US Champions to identify the name of the Park in any advertising, marketing, or publicity materials. US Champions shall not own or otherwise have the legal right to the trademark to any name that includes the Park, 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 Park, or adjacent to the Park, must be professionally made and approved by the Contract Administrator prior to installation. US Champions 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.

US Champions 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.

US Champions 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) business days after the submittal of such documentation by US Champions. 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 US Champions within such ten (10) day period, County shall be deemed to have given its approval. However, in all events, US Champions 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 US Champions that should any of the above items be disapproved, US Champions may offer alternative solutions, and County's review of same shall follow the above process.

- 1.12 Lightning. County has installed lightning prediction systems in the Park. US Champions 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, US Champions shall follow park management direction when so given regarding temporary ceasing of outside Concessions operations, and in any event US Champions 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 US Champions on the Licensed Premises shall only be for consumption by the Park's patrons and US Champions' employees and invitees under the terms of the Agreement. US Champions shall not be permitted to utilize the Licensed Premises for delivery of food or beverages outside of the Park's boundaries. The menus, prices, and policies for food and beverages services shall be subject to the prior written approval of the Contract Administrator. US Champions may provide, at a minimum, standard and specialty beverages and fresh and pre-packaged food. US Champions 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 Park. 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 US Champions 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 US Champions elects to sell, provide, or serve any alcoholic beverages, US Champions 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 US Champions sells, provides, or serves alcoholic beverages and the designated area(s) where alcoholic beverages may be consumed.

PART 3 - EQUIPMENT AND FURNISHINGS

- 3.1 US Champions shall be responsible for providing its own fixtures, equipment, materials, and supplies for the operation and maintenance of the Concessions Services at the Park. US Champions 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. US Champions shall be responsible for maintaining in good repair its property and any County equipment US Champions is using at the Concessions.
- 3.2 The Contract Administrator shall review documentation relating to equipment and furnishings within ten (10) business days of submittal of same by US Champions for approval. The reasons for any non-approval shall be set forth in writing no later than ten (10) business days after delivery of such documentation. In the event such written notice of non-approval is not transmitted to US Champions within such ten (10) business day period, County shall be deemed to have given its approval. However, in all events, US Champions 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 US Champions that should any of the above items be disapproved, US Champions 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 US Champions 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.

SCHEDULE A TO EXHIBIT A
HOURS OF OPERATION

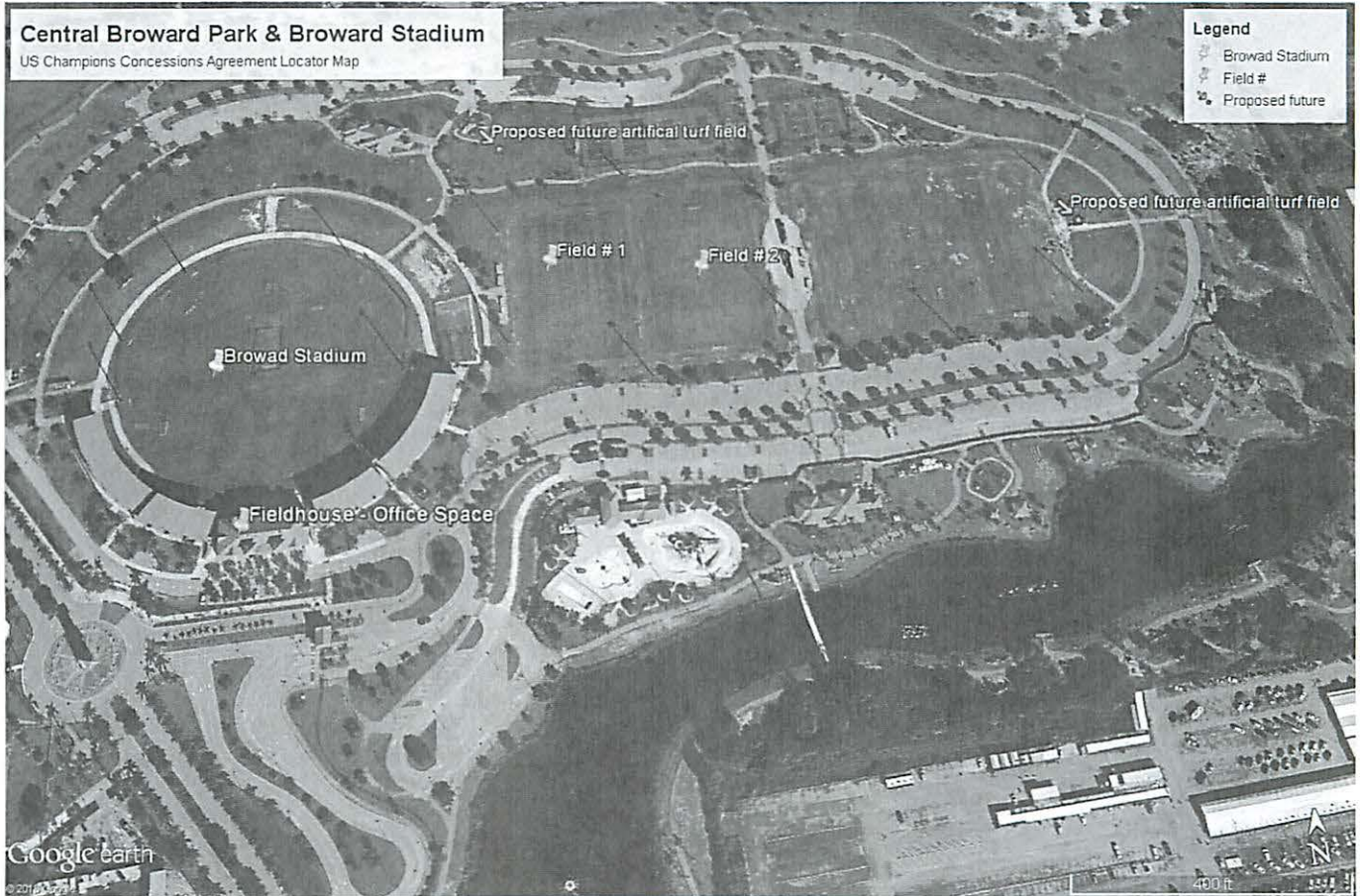
Standard Hours of Operation of Central Broward Park

Monday through Sunday, except during holidays: 8:00 a.m. to 10:00 p.m., unless hours are extended for Events pursuant to a Park Permit issued in accordance with Section 15.3, or as provided below. The Park may be subject to limited hours of operation on federal, state, or County holidays (collectively, "holidays").

Office space hours: 9:00 a.m. to 10:00 p.m., except that access to office space by US Champions during any time that the Broward County Stadium is booked by a party other than US Champions is subject to prior written approval from Contract Administrator.

**EXHIBIT B
LOCATOR MAP**

Central Broward Park



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**EXHIBIT C
CONCESSION-RELATED IMPROVEMENTS**

<u>Priority #</u>	<u>Item/Project</u>	<u>Minimum Estimated Cost</u>	<u>Construction or Installation Commencement and Completion Dates</u>
1.	First field: Installation of synthetic turf soccer field with lights Second field: Installation synthetic turf soccer field without lights	First field (40,000 square feet; built to the west of the basketball and netball courts, north of multipurpose field #1): \$600,000 (with lights) Second field (13,000 square feet; built to the east of multipurpose field #4): \$150,000	First field: Q2 2022; Refer to Exhibit G Second field: Q2 2025; Refer to Exhibit G
2.	Resurfacing and reflooring reception room first floor and repainting entire reception room	\$7,500.00	Q3 2019; Refer to Exhibit G
3.	Resurfacing and reflooring main hall on first floor and repainting entire main hall	\$15,000.00	Q3 2019; Refer to Exhibit G
4.	Resurfacing and reflooring stairs connecting first and second floor and repainting stairs	\$3,000.00	Q3 2019; Refer to Exhibit G
5.	Resurfacing and reflooring reception room second floor and repainting entire reception room second floor	\$7,500.00	Q3 2019; Refer to Exhibit G
6.	New locker rooms two (2); remove current fixtures and repaint and install new metal lockers	\$53,500.00	Q3 2019; Refer to Exhibit G
7.	Refurbishing of office section on second floor (office extension, carpet removal, new flooring, repainting, new drywalls, and office furniture)	\$75,000.00	Q2 2020: Refer to Exhibit G
8.	Installation of shaded seating area	\$25,000.00	Q2 2020; Refer to Exhibit G

Estimated Total: \$ 936,500

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Preliminary Specifications

Below are preliminary specifications for each of the Concession-related Improvements. These specifications, including, but not limited to paint, flooring, and tile colors, and the material and type of flooring and carpets to be installed, are subject to final written approval by the Contract Administrator prior to installation on the Licensed Premises.

Priority 1: Installation of two (2) artificial turf soccer fields

First field: Synthetic turf soccer field with lights, 40,000 square feet

- Built to the west of the basketball and netball courts; north of multipurpose field #1

Second field: Synthetic turf soccer field without lights, 13,000 square feet

- Built to the east of multipurpose field #4

The fields must also include standard soccer lining and special soccer lining, if required in the Contract Administrator's sole discretion

General work specifications for the fields:

- Mobilization
- Survey and layout of field
- Excavate existing soils and subgrade to -7.5" from finished elevation
- Laser grade and compact subgrade
- Furnish and install 8" x 12" concrete curbing with 2 # 4 rebars
- Furnish and install 2' x 4' pressure treated nailer board to concrete curbing
- Furnish and install 12" perimeter collector
- Furnish and install five (5) Nyloplast structures (covered)
- Tie-in field drainage within limits of field
- Furnish and install geotextile fabric over compacted subgrade
- Furnish and install flat panel drains at 20' on center in a herringbone pattern
- Run flat panel drains to collector pipe trench
- Furnish and install 5" of #57 base stone
- Furnish and install 1" of #87 finish stone
- Laser grade and compact stone
- (1) year warranty on all civil work
- Installation of the artificial in-filled grass surface;
- A 5-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface;
- Painted markings
- Provide one GroomRight and one SweepRight maintenance equipment
- Provide and install two (2) sets of soccer goals

Priority 2: Resurfacing and reflooring reception room first floor and repainting entire reception room

PVC flooring

- Quantity: approximately 60 sqm

- Color: Official light blue (PSG)
- Specs: Two layer vinyl flooring for heavy duty and stair application; dissipative flooring; abrasion resistance; 2 mm thickness; fire resistance in accordance with Florida regulation for sport facilities.
- Sequence of works: Products have unique characteristics and each installation project should be carefully evaluated to determine proper application of this standard. Vinyl flooring is required to be installed over properly prepared substrates that are suitable for the specific product and installation method selected. All cracks, holes and flooring irregularities are required to be repaired to ensure a flat, smooth substrate, prevent accelerated wear and telegraphing substrate irregularities.

Painting

- Quantity: approximately 140 sqm
- Color: White RAL 9003
- Specs: Highly washable acrylic water-based paint for indoor use.
- Sequence of works: May be applied on: Plasters based on hydraulic binders, gypsumboard surfaces. Old paints and wall coatings Mineral conglomerates of various kinds (hanging ceiling panels). Surfaces should be adequately prepared, making sure the substrate is very dry and matured. If necessary, reconstruct or strengthen with specific products.

Ceiling:

- Substitution of damaged false ceiling panels with new panels similar to the ones currently installed.

Priority 3: Resurfacing and reflooring main hall on first floor and repainting entire main hall

PVC flooring

- Quantity: Approximately 315 sqm
- Color: Official light blue (PSG)
- Specs: Two layer vinyl flooring for heavy duty and stair application; dissipative flooring; abrasion resistance; 2 mm thickness; fire resistance in accordance with Florida regulation for sport facilities.
- Sequence of works: Products have unique characteristics and each installation project should be carefully evaluated to determine proper application of this standard. Vinyl flooring is required to be installed over properly prepared substrates that are suitable for the specific product and installation method selected. All cracks, holes, and flooring irregularities are required to be repaired to ensure a flat, smooth substrate, prevent accelerated wear and telegraphing substrate irregularities.

Painting

- Quantity: Approximately 240 sqm
- Color: White RAL 9003
- Specs: Highly washable acrylic water-based paint for indoor use.

Man

- Sequence of works: May be applied on: Plasters based on hydraulic binders, gypsumboard surfaces. Old paints and wall coatings Mineral conglomerates of various kinds (hanging ceiling panels). Surfaces should be adequately prepared, making sure the substrate is very dry and matured. If necessary, reconstruct or strengthen with specific products.

Ceiling:

- Substitution of damaged false ceiling panels with new panels similar to the ones currently installed.

Priority 4: Resurfacing and reflooring stairs connecting first and second floor and repainting stairs

Stairs

- Color: Official light blue (PSG)
- Specs: Two layer vinyl flooring for heavy duty and stair application; dissipative flooring; abrasion resistance; 2 mm thickness; fire resistance in accordance with Florida regulation for sport facilities.
- Sequence of works: Products have unique characteristics and each installation project should be carefully evaluated to determine proper application of this standard. Vinyl flooring is required to be installed over properly prepared substrates that are suitable for the specific product and installation method selected. All cracks, holes, and flooring irregularities are required to be repaired to ensure a flat, smooth substrate, prevent accelerated wear and telegraphing substrate irregularities.
- Stair nosing: Nosing with anti-slippery section must be applied, metallic or rubber materials are suggested.

Painting

- Color: White RAL 9003
- Specs: Highly washable acrylic water-based paint for indoor use.
- Sequence of works: May be applied on: Plasters based on hydraulic binders, gypsumboard surfaces. Old paints and wall coatings Mineral conglomerates of various kinds (hanging ceiling panels). Surfaces should be adequately prepared, making sure the substrate is very dry and matured. If necessary, reconstruct or strengthen with specific products.

Ceiling:

- Substitution of damaged false ceiling panels with new panels similar to the ones currently installed.

Priority 5: Resurfacing and reflooring reception room second floor and repainting entire reception room second floor

PVC flooring

- Quantity: Approximately 56 sqm
- Color: Light blue (official PSG)
- Specs: Two layer vinyl flooring for heavy duty and stair application; dissipative flooring; abrasion resistance; 2 mm thickness; fire resistance in accordance with Florida regulation for sport facilities.
- Sequence of works: Products have unique characteristics and each installation project should be carefully evaluated to determine proper application of this standard. Vinyl flooring is required to be installed over properly prepared substrates that are suitable for the specific product and installation method selected. All cracks, holes, and flooring irregularities are required to be repaired to ensure a flat, smooth substrate, prevent accelerated wear and telegraphing substrate irregularities.

Painting

- Quantity: Approximately 140 sqm
- Color: White RAL 9003
- Specs: Highly washable acrylic water-based paint for indoor use.
- Sequence of works: May be applied on: Plasters based on hydraulic binders, gypsumboard surfaces. Old paints and wall coatings Mineral conglomerates of various kinds (hanging ceiling panels). Surfaces should be adequately prepared, making sure the substrate is very dry and matured. If necessary, reconstruct or strengthen with specific products.

Ceiling

- Substitution of damaged false ceiling panels with new panels similar to the ones currently installed.

Priority 6: Changing rooms ground floor (new flooring + repainting + new lockers)

Painting

- Color: White RAL 9003
- Specs: Highly washable acrylic water-based paint for indoor use.
- Sequence of works: May be applied on: -plasters based on hydraulic binder, gypsumboard surfaces. Old paints and wall coatings Mineral conglomerates of various kinds (hanging ceiling panels). Surfaces should be adequately prepared, making sure the substrate is very dry and matured. If necessary, reconstruct or strengthen with specific products.

PVC flooring

- Color: Light blue (official PSG)

- Specs: Two layer vinyl flooring for heavy duty and stair application; dissipative flooring; abrasion resistance; 2 mm thickness; fire resistance in accordance with Florida regulation for sport facilities.
- Sequence of works: Products have unique characteristics and each installation project should be carefully evaluated to determine proper application of this standard. Vinyl flooring is required to be installed over properly prepared substrates that are suitable for the specific product and installation method selected. All cracks, holes and flooring irregularities are required to be repaired to ensure a flat, smooth substrate, prevent accelerated wear and telegraphing substrate irregularities.

Lockers

- Quantity: Sixteen (16) per locker room.
- Color: Light blue (official PSG)
- Specs: Steel (16-gauge cold rolled steel), 18-gauge back: Powder coating with scratch resistant finishing. Welded lockers; Integrated frame; Shelves; Footlocker lockable and doubles as a heavy duty bench seat including padlock.

Priority 7: Refurbishing of office section on second floor (office extension, carpet removal, new flooring, repainting, new drywalls, and office furniture)

PVC flooring

- Quantity: Approximately 200 sqm
- Color: Dark gray, anthracite
- Specs: Two layer vinyl flooring for heavy duty and stair application; dissipative flooring; abrasion resistance; 2 mm thickness; fire resistance in accordance with Florida regulation for sport facilities.
- Sequence of works: Products have unique characteristics and each installation project should be carefully evaluated to determine proper application of this standard. Vinyl flooring is required to be installed over properly prepared substrates that are suitable for the specific product and installation method selected. All cracks, holes and flooring irregularities are required to be repaired to ensure a flat, smooth substrate, prevent accelerated wear and telegraphing substrate irregularities.

Painting

- Quantity: 770 sqm
- Color: White RAL 9003 or light blue (official PSG)
- Specs: Highly washable acrylic water-based paint for indoor use.
- Sequence of works: May be applied on: Plasters based on hydraulic binders, gypsumboard surfaces. Old paints and wall coatings Mineral conglomerates of various kinds (hanging ceiling panels). Surfaces should be adequately prepared, making sure the substrate is very dry and matured. If necessary, reconstruct or strengthen with specific products.

Ceiling:

- Substitution of damaged false ceiling panels with new panels similar to the ones currently installed.

Glazed partitions:

- Quantity: Approximately 90 sqm
- Color: Anodized aluminium frame, low iron glass
- Specs: Single glazed partition wall system, commercially available as a modular system. Freestanding and structurally self-supported. Preferably frames should provide sound insulation. Doors can be hinged or sliding movement depending on space requirements.

Plaster walls:

- Color: Finishing painting White RAL 9003 or light blue (official PSG)
- Build up: Highly washable acrylic water-based paint for indoor use, double gypsum board, aluminium studs, Mineral woolrock or other sound absorption layer, double gypsum board, paint.

Office furniture:

- Tables/ desks : Quantity: Twelve (12)
- Lockers: Quantity: Sixteen (16)
- Shelves: Quantity: Twelve (12)
- Chairs: Quantity: Eighteen (18)

Priority 8: Installation of shaded seating area

- Two (2) sets of 5-rows galvanized steel & aluminum bleachers
- Shade covers to protect spectators from foul balls and excessive sunlight
- Shade covers with at least 90% UV protection
- Shade cover to meet at least 90 mph wind loads and fire rating in accordance with Florida regulations.

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**EXHIBIT C-1
PARK-RELATED EQUIPMENT**

Park-related Equipment to be purchased by US Champions.

Contract Year 1

- Set of two (2) soccer benches with shelter (for Broward County Stadium) – Estimated cost of \$13,000
- Two (2) Teqball tables, or similar soccer-related equipment (to be positioned in the main hall on the first floor) – Estimated cost \$10,500
- Soccer equipment (goals and cages) – Estimated cost \$10,000
- Walk Behind Toro or equivalent Aerator – Estimated cost \$20,000 - \$30,000

Contract Year 3

- Toro 3100 TriPlex Groundsmaster Reel Mower - Estimated cost \$20,000 – \$30,000

Contract Year 5

- Beamrider Laser Guided Field Paint Machine or equivalent - Estimated cost \$12,000

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EXHIBIT E MINIMUM INSURANCE COVERAGES

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	Limits on Liability		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY - Broad form <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <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 and Property Damage Combined	\$1,000,000	\$2,000,000
	Personal Injury		
AUTO LIABILITY * <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable *Can be waived if no driving will be done in performance of services	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1,000,000	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY	(each accident)	\$100,000	
<input type="checkbox"/> POLLUTION / ENVIRONMENTAL IMPAIRMENT LIABILITY	Each Claim	\$	
	Extended Reporting Period	years	
<input type="checkbox"/> PROFESSIONAL LIABILITY (E & O) All engineering, surveying and design professionals.	Each Claim	\$	
	Extended Reporting Period	years	
<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	Completed Value
	DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written Final acceptance by County.	Maximum Deductible:	\$10 k	Completed Value
	CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
Description of Operations/Locations/Vehicles "Broward County" must be named as an additional insured for general liability, automobile liability and excess liability. Waiver of subrogation in the favor of the certificate holder applies to general liability, automobile liability and workers compensation. Ref: Central Broward Regional Park Stadium Soccer Programming Partner			

NOTE: Workers' Compensation: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.

CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:

Certificate Holder:
 Broward County
 115 S Andrews Avenue, Room 210
 Fort Lauderdale, FL 33301



Risk Management Division

VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE

Revised 2015

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**EXHIBIT F
PRICING OF ITEMS FOR SALE OR RENT**

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

Program / initiative	Content	Pricing
High Performance Soccer Schools	Soccer training and competition. Three (3) training sessions per week + weekend game.	\$2,000 to \$3,000 per season
High Performance Soccer Academy	Academics are limited to soccer-related instruction and practices at the Park.	\$6,000 to \$10,000 per participant
Soccer League	Youth South Florida Soccer League (October to April) open to South Florida Clubs	\$200 to \$300 per participant
ID Camps & Try-outs	Identification camps and professional recruitment	\$150 to \$200 per participant
Soccer Clinics	High performance soccer clinics open to public	\$40 per participant
Soccer Induction Clinic	Once a month, induction to soccer (games and fun), limited to one hundred (100) players	Free of charge
Soccer Induction Clinic for kids with disabilities	Once a month, induction to soccer (games and fun), limited to twenty-five (25) players	Free of charge

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**EXHIBIT G
PROJECT PHASES AND DELIVERABLES**

US Champions shall comply with the phases and deliverables set forth in this Exhibit for the Concessions-related Improvements at the Park.

The Phases differ depending on the project:

Project 1

Priority #2 - Resurfacing and reflooring reception room first floor and repainting entire reception room

Priority #3 - Resurfacing and reflooring main hall on first floor and repainting entire main hall

Priority #4 - Resurfacing and reflooring stairs connecting first and second floor and repainting stairs

Priority #5 - Resurfacing and reflooring reception room second floor and repainting entire reception room second floor

Project 2

Priority #6 - New locker rooms two (2); remove current fixtures and repaint and install new metal lockers

Project 3

Priority #7 - Refurbishing of office section on second floor (office extension, carpet removal, new flooring, repainting, new drywalls, and office furniture)

Project 4

Priority #8 - Installation of shaded seating area

Project 5

Priority #1 - Installation of two (2) synthetic turf fields

Synthetic Turf Field One - Synthetic turf soccer field with lights (western)

Synthetic Turf-Field Two - Synthetic turf soccer field without lights (eastern)

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

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Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 2			
Design plans completion and review	Preliminary plans (may be informal)	<p>Due to Contract Administrator within forty-five (45) calendar days following the Effective Date of the Agreement</p> <p>Project 1, Priority #2-5 Project 2, Priority #6</p> <hr/> <p>Due to Contract Administrator within six (6) months following the Effective Date of the Agreement</p> <p>Project 3, Priority #7 Project 4, Priority #8</p> <hr/> <p>Due to Contract Administrator within nine (9) months following the Effective Date of the Agreement</p> <p>Project 5, Priority #1 - Synthetic Turf Field One and Synthetic Turf Field Two</p>	Subject to review and approval by the Contract Administrator

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Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
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Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 3			
Construction or installation permitting and approvals	All requisite government approvals	<p>Due to Contract Administrator within ninety (90) calendar days following the Effective Date of the Agreement</p> <p>Project 1, Priority #2-5</p> <hr/> <p>Due to Contract Administrator within one hundred twenty (120) calendar days following the Effective Date of the Agreement</p> <p>Project 2, Priority #6</p> <hr/> <p>Due to Contract Administrator within nine (9) months following the Effective Date of the Agreement</p> <p>Project 3, Priority #8 Project 4, Priority #9</p> <hr/> <p>Due to Contract Administrator within thirty (30) months (<i>end of Q4 2021</i>) following the Effective Date of the Agreement</p> <p>Project 5, Priority # 1 Synthetic Turf Field One</p> <hr/> <p>Due to Contract Administrator within sixty-six (66) months (<i>end of Q4 2024</i>) following the Effective Date of the Agreement</p> <p>Project 5, Priority #1 Synthetic Turf Field Two</p>	Formal approvals as needed in writing from respective government agencies

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Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
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Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 4 - Final Acceptance			
Construction or installation completion	Work completed, except for any minor punch lists	<p>To be completed within one hundred eighty (180) calendar days following the Effective Date of the Agreement</p> <p>Project 1, Priority #2-5 Project 2, Priority #6</p> <hr/> <p>To be completed within twelve (12) months following the Effective Date of the Agreement</p> <p>Project 3, Priority #8 Project 4, Priority #9</p> <hr/> <p>To be completed within thirty-six (36) months (<i>end of Q2 2022</i>) following the Effective Date of the Agreement</p> <p>Project 5, Priority #1 Synthetic Turf Field One</p> <hr/> <p>To be completed within seventy-two (72) months (<i>end of Q2 2025</i>) following the Effective Date of the Agreement</p> <p>Project 5, Priority #1 Synthetic Turf Field Two</p>	<p>Certificate of Occupancy or Certificate of Substantial Completion or Contract Administrator Notice to Proceed, and opening Concessions for business</p>

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 5 - Operations Commencement	Concessions open for business to the public	Operations to commence on the Effective Date	Business license, performance deposit, and insurance in place; Concessions opened and operational
Phase 6 - Operations Review	Ongoing Concessions management and operations by US Champions, 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, _____, 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 agreement is 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; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract, 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 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.

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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 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 _____, 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 License and Concession Agreement Between Broward County and US Champions Soccer Academy LLC for Central Broward Regional Park Soccer Concession Programming Partner, which agreement is 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 those incurred during 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:

Corporate Secretary or other person
authorized to attest

Print Name

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

Signature

(Print Name)

Signature

(Print Name)

CONTRACTOR

By: _____
Authorized Signor

Print Name and Title

____ day of _____, 20__

SURETY:

By _____
Agent and Attorney-in-Fact

(Print/Type Name)

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

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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 _____

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**EXHIBIT J
SOCCER-RELATED ACTIVITIES**

For purposes of this Agreement, the term "Soccer-Related Activities" shall be limited to mean any of the following specific activities:

1. Youth Soccer Academy

A youth organization, comprised of more than five (5) teams, providing training to players aged from 6 to 19 years old.

2. Youth Soccer Tournaments

Soccer competitions for youth (players aged from 6 to 19 years old) soccer academies/clubs/teams.

3. Youth Soccer Leagues

Soccer competitions/championships for youth (players aged from 6 to 19 years old) soccer academies / clubs/teams.

4. Soccer Summer & Winter Camps & Soccer Clinics

Both recreational/amateur youth soccer programs (players aged from 5 to 19 years old) and high-performance youth soccer programs (players aged from 6 to 19 years old), typically taking place from morning to afternoon, and organized in single days or on multiple days.

5. Adult Soccer team

An adult soccer team is an organized group of players 19 years old and older, competing in an adult soccer league or adult soccer tournaments.

6. Adult Soccer League / Tournament

Competitions or championships, professional or amateur, for adult soccer teams.

7. ID Camps/Soccer Combines

Scouting events with players registering to be part of one or more days of try outs for any of the soccer programs identified in number (1) – (6) above, and college soccer combines. The objective of a college soccer combine is the identification of players for a college soccer team.