

# P.C.B. PARKS & RECREATION SPORTS FACILITY

## USE AND LICENSE AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the City of Panama City Beach, Florida, a municipal corporation (the "City"), and \_\_\_\_\_ ("Licensee");

**CITY HEREBY GRANTS** to Licensee a license to use the Frank Brown Park Sports Facilities in Bay County, Florida, upon the terms and conditions of this Agreement, which are:

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

**Circle:**

Aaron Bessant Park	Soccer Fields	A1 A2 A3
	Trails	
Beach Front	Volleyball Courts	# _____
Conservation Park	Trails	
Frank Brown Park	50 Meter Pool	# of Lanes _____
	Activity Pool	
	Baseball/ Softball Fields (South Complex)	F1 F2 F3 F4
	Baseball/ Softball Fields (North Complex)	F5 F6 F7 F8 F9
	Basketball Court- Indoor (Gymnasium)	
	Basketball Court- Outdoor	B1 B2
	Gayle's Trails	
	Multipurpose Fields (Festival Site)	M1 M2 M3
	Soccer Fields	S1 S2 S3
	Tennis Courts	T1 T2 T3 T4

Other: \_\_\_\_\_  
 on the following dates \_\_\_\_\_ and times \_\_\_\_\_ (the "Term").

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

**Circle:**

Baseball	Basketball	Cheerleading
Diving	Football	Lacrosse
Soccer	Softball (Fastpitch)	Softball (Slowpitch)
Swimming (Short Course)	Swimming (Long Course)	Volleyball

**Circle:**

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

**3. FEE.**

- a. No later than ten (5) days in advance of the Event, Licensee shall pay City all rental fees due, plus all applicable late fees and sales and use taxes for use of the Site in accordance with the Schedule of Fees and Costs attached and incorporated as Appendix A hereto.
- b. A deposit shall be paid to the City at the time Sports Facility Agreement is returned to Parks & Recreation Department in the amount described in Appendix B for aquatic & beach activities; use Appendix A for all other sporting activities.

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

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

**6. ALTERATIONS, ADDITIONS, IMPROVEMENTS.** No permanent alterations, additions or improvements shall be made to the Site. The City shall require the Licensee to remove any alteration, addition or improvement and restore the Site to its original condition at the Licensee's expense. Licensee need not obtain the City's consent for temporary improvements made by Licensee on the Site necessary to produce the Event, including by way of example and not limitation, portable toilets, temporary electrical cords and junction boxes, water hoses, temporary lighting, temporary fencing, equipment, generators, trailers, tents, temporary vendor facilities, trash receptacles, portable gazebos, and all other improvements of a similar nature. Licensee shall remove all such temporary improvements existing on the Site or Parking Lots at the conclusion of the Event, failing which the City or its designee may seize, impound, remove and destroy the same at Licensee's expense.

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

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

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

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

**11. TOURNAMENT VENDORS—FEES AND REGULATIONS.** The City reserves the right to approve all tournament vendors. The tournament promoter shall guarantee the spaces needed for vendors 2 weeks in advance of the Event, and no promoter shall be authorized to provide more than six vendors for an Event. The tournament vendor fee is \$25 per vendor per day, covers a 20' x 20' space, and covers the costs of City Business Registration and licensing, utility fees and special parking permits. Promoters shall provide vendor

information to the City no later than three business days prior to the event. Each vendor shall pay the 1% sales tax on gross receipts within 20 days of the conclusion of the Term. Please be advised that no Promoter shall be authorized to provide temporary food or beverage vendors at Frank Brown Park. For public safety purposes, no vehicles or vendors shall be permitted to offer merchandise or services inside the sports complexes or on the sidewalks or paved walking trails within PCB Parks & Recreation facilities.

## **12. INSURANCE AND INDEMNIFICATION.**

- a.** Licensee shall at its expense maintain in force during the Term a comprehensive public liability coverage insuring Licensee against liability arising from Licensee's occupation, use or maintenance of the Site. Licensee's coverage shall be in the amount of not less than \$1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than \$3,000,000 for property damage and bodily injury to or death of more than one person in any one accident or occurrence. All such insurance shall name the City, its officers, employees and agents as additional insured.
- b.** City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
- c.** Licensee shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Licensee's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Licensee, and all such policies may waive any right of subrogation against the City.
- d.** All coverage maintained by Licensee pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
- e.** Within thirty days of the date of this agreement, and in no event less than seventy two hours (72) hours prior to the Term, and thereafter upon the written request of the City, Licensee shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: PCB Parks & Recreation, Attn: Facilities & Special Events Supervisor, 16200 Panama City Beach Parkway, Panama City Beach, FL 32413, Facsimile 850.233.5161.
- f.** Licensee shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Licensee or anyone claiming by, through or under Licensee; or (ii) the breach of any of Licensee's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Licensee and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.
- g.** If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Licensee under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Licensee and shall afford the Licensee and its counsel, at the Licensee's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

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

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

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

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

**17. ASSIGNMENT.** This Agreement is not assignable.

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

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

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

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

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

Signed in the presence of:

Licensee

\_\_\_\_\_

Witness 1 (Print Name):

\_\_\_\_\_

By:

Its: \_\_\_\_\_

\_\_\_\_\_

Witness 2 (Print Name):

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

( ) who is personally known to me.

( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Signature of Notary Public

CITY OF PANAMA CITY BEACH, FLORIDA a  
municipal corporation

\_\_\_\_\_  
By: Mario Gisbert, City Manager

ATTEST:

\_\_\_\_\_  
Holly J. White, City Clerk

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_  
by Mario Gisbert and Holly J. White as City Manager and City Clerk of Panama City Beach, FL who  
are personally known to me

\_\_\_\_\_  
Signature of Notary Public

## 2. Special Provisions for the Event

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

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

\_\_\_\_\_

**By:**  
**On Behalf Of:**  
**As its:**

**Date:**

### For Office Use Only

Estimated Fees

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

Estimate Total: \_\_\_\_\_

Total Event Fees Accrued

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

Total Event Fees: \_\_\_\_\_

**Appendix A** (For Fields, Courts, & Trails Use)

Sponsoring Organization: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Website: \_\_\_\_\_

Contract Representative Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Event Director Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Event Name: \_\_\_\_\_  
 Dates Requested: \_\_\_\_\_  
 Facilities Requested: \_\_\_\_\_

1. SCHEDULE OF FEES AND COSTS.

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

Tournament Field Rental	< 32 teams- if holiday double	\$12 per hr.
Tournament Field Rental	32 or < teams- if holiday double	\$10 per hr.
Security Rental Deposit	Due at time of reservation- applied to final fee total	\$100 per field

**Press Box** (*Outside of Tournament Hours*)

Press Box	Meeting Room & Set-up Day Before	\$35 per hr.
Set-up & Clean-up	If tables & chairs are needed	\$100

**Tennis Courts & Outdoor Basketball Courts**

Tennis Courts & Outdoor Basketball Courts		\$10 per hr.
Tournament Tennis Courts (4) & Outdoor Basketball	7 a.m.- 11 p.m.	\$200 all courts (4)

**Batting Cages**

Batting Cages- Day Time	First Come First Serve	Free
Batting Cages- Night Time		\$20 per hr.

**Trails**

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

**Miscellaneous Fees**

Quick Dry		\$12 per bag
Vendor Fee		\$25 per day
Field Prep- Baseball/ Softball	Per Field for 3 Staff	\$45 per field
Field Prep- Equipment Set-up	Soccer/ Lacrosse/ Football Goals	\$100 per field
Field Prep- Equipment Set-up	3V3	\$30
PCB School Rentals	Aaron Bessant Soccer Fields- no field prep	\$15 per day
Organized Club Sports	Max 2 hrs; no field prep	\$5 per hr.
Long Term Club Sports	20 hrs up front; @ \$5 per hr ; includes lights	\$100

**6.5% Florida Sales Tax**

**Appendix B** (For Aquatic & Beach Use)

Sponsoring Organization: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Website: \_\_\_\_\_

Contract Representative Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Event Director Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Event Name: \_\_\_\_\_  
 Dates Requested: \_\_\_\_\_  
 Facilities Requested: \_\_\_\_\_

**2. SCHEDULE OF FEES AND COSTS.**

**Swim Meets**

Short Course Meet	<i>Half Day 3-8 p.m./ Full Day 6:30 a.m.- 9:30 p.m. Up to 16 Lanes; Half Day Max \$1,000; Full Day Max \$2,000</i>	\$10 per hr. per lane
Full Use Meet	<i>Half Day 3-8 p.m./ Full Day 6:30 a.m.- 9:30 p.m. Up to 20 Lanes; Half Day Max \$1,000; Full Day Max \$2,000</i>	\$10 per hr. x20 lanes
Set-Up & Take Down		\$100
Facility Fee	<i>Per Swimmer In addition to rent</i>	\$5
Hospitality Room	<i>Includes Set-up &amp; Take Down</i>	\$150 per day

**Swim Practice**

School Practice	<i>Per Day Per Swimmer- Max 3 hrs./ Max 6 lanes</i>	\$4 per hr. per lane
Club Practice	<i>Per Day Per Swimmer- Max 3 hrs./ Max 13 lanes</i>	\$2.50 per hr. per lane
Visiting Team	<i>Per Day Per Swimmer- Max 4 hrs./ Max 6 swimmers per lane</i>	\$8 per day per swimmer
Visiting Team Off Season	<i>Per Day Per Swimmer- Max 4 hrs./ Max 6 swimmers per lane</i>	\$8 per day per swimmer
Lane Rental	<i># of lanes _____; from _____ to _____ Days of week: _____</i>	\$10 per hr. per lane

**Beach**

Volleyball Court	<i>Per Court/ 2 Hours</i>	\$25
Volleyball Court- Daily Tournament	<i>All Courts</i>	\$50
Court Prep	<i>Per Court/ Lines &amp; Net</i>	\$25

**6.5% Florida Sales Tax**