

(6)

RECREATION FACILITY USE AGREEMENT

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of May, 1982 by and between Venice Vikings, Inc., hereinafter referred to as the "User" and the County of Sarasota, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County".

W I T N E S S E T H:

WHEREAS, the User and County are mutually interested in and concerned with providing and making available recreation programs, activities and facilities for the use and benefit of the people of Sarasota County, Florida; and

WHEREAS, the County operates the property and facilities located Well Field Park, Pinebrook Blvd., Venice, Florida and

WHEREAS, the User desires to conduct Youth Football activities and make improvements as approved by the County.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The County agrees to:
  - (a) Allow the use of the land as described and existing facilities under the express terms and conditions of this Agreement.
  - (b) Provide routine maintenance of the Recreation Facilities materials for grounds upkeep, and litter pick-up, (other than those improvements as set forth in Paragraph 2.d.).
2. The User agrees to:
  - (a) Administer activities at said facility in a safe and professional manner.
  - (b) Pay any and all utility bills in connection with its use of the premises, excluding monthly charges not related to actual use.

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(c) Obtain and pay for liability insurance in the sum of not less than \$100,000/\$300,000 insuring the User, and County from any and all liability, resulting from any act of the User, its agents, servants, employees, members, directors and officers, said insurance being required by the County. A copy of said insurance policy is to be furnished to the County, together with all renewal certificates thereof. The User shall annually confirm by letter to the County the existence of insurance coverage required by this Agreement; said letter to be mailed to the Clerk to the Board of County Commissioners with a copy to the Director of Parks and Recreation. The User does hereby agree to indemnify and to hold the County harmless from any and all claims or liability from whatever source whatsoever resulting from the use by the User of the above described premises.

(d) Maintain any and all improvements that in the opinion of the County are for the primary benefit of the User (i.e. press-boxes, storage buildings for User-owned equipment, concession stands).

3. The User shall not use the said premises for any purpose other than that of promoting community interest and welfare in accordance with Section 125.38, Florida Statutes. The use of said premises shall be limited to youth athletic practice and games, meetings, clinics, and demonstrations, and other uses necessary and incidental thereto. No member of the public shall be arbitrarily excluded from membership in the Venice Vikings, Inc. organization, nor arbitrarily prohibited from reasonable use and access to the concerned premises.
4. The User shall obtain the prior written approval and consent of the County before making any improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be made shall become the property of the County and remain upon the premises and be surrendered with the premises at the termination of this Agreement.

5. The User shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government where applicable, and of any and all departments and bureaus with regard to the said use of the premises, and shall further take such action as is necessary to prevent and correct any nuisance or other grievances in, upon or connected with the use of said premises during the term of this Agreement, and shall also comply promptly with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, all of the same to be done at the sole expense of the User.
6. The County or any of its agents or employees shall have the right to enter upon the said premises at any time during the term of this Agreement to examine same for any purpose whatsoever.
7. The User agrees to pay the cost of any legal proceedings, including all attorney's fees and court costs, which are incurred by the County on account of or because of the violation or alleged violation of any of the terms or provisions of this Agreement.
8. The User shall have the privilege of erecting, building and fixing or placing any improvements in and upon the said premises provided permission in writing is obtained from the County.
9. The rights of the County under this Agreement shall be cumulative and the failure of the County to exercise promptly any right hereunder shall not operate to forfeit any of those rights.
10. This Agreement shall remain in effect, under the same terms and conditions, from year-to-year; provided that either party may terminate this Agreement without further obligation by giving to the other 6 months notice in writing.
11. The County shall be granted the use of the property for recreational activities through mutual agreement with the User at times when the User is not utilizing the facilities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day, and year first above written.

ATTEST:

By: Ann H. Passmore  
Secretary

By: Dean Day  
President



ATTEST:

SARASOTA COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: Wayne Faulkner  
Deputy Clerk

By: Mary Carlton  
Chairman

The Foregoing Recreation Facility Use Agreement is hereby approved as to the form and execution:

Dated: May 15, 1952

By: Thomas A. Buckley Jr.  
County Attorney  
Staff



COUNTY OF SARASOTA

F L O R I D A

CLERK TO BOARD OF COUNTY COMMISSIONERS

R. H. HACKNEY, JR., CLERK  
SHEILA M. MIKODA, CHIEF DEPUTY CLERK  
P. O. BOX 8  
SARASOTA, FLORIDA 33576

May 28, 1982

Mr. Dean Day, President  
Venice Vikings, Inc.  
P. O. Box 1702  
Venice, Florida 33595

RE: Contract with Sarasota County

Dear Mr. Day:

Enclosed herewith is a fully executed copy of your contract with Sarasota County, as approved by the Board of County Commissioners, Sarasota County, Florida, in the meeting held on May 25, 1982.

Sincerely,

R. H. HACKNEY, JR., Clerk of Circuit  
Court and Ex Officio Clerk to the  
BOARD OF COUNTY COMMISSIONERS,  
Sarasota County, Florida

By: *Lisa Richards*  
Deputy Clerk

RHH/lr  
Encl.

DISTRIBUTION OF PAPERWORK

MEETING DATE 5/25/82  
 ITEM AWC # 5, C 82-106, Venice Vikings

	DATE	PERSON DIRECTED TO
PURCHASING	<u>5/28/82</u>	_____
ACCOUNTING	<u>5/28/82</u>	_____
CONTRACTOR	<u>5/28/82</u>	<u>Venice Vikings</u>
DEPARTMENT	<u>5/28/82</u>	<u>Paul T. Rec / Sullivan</u>
OTHER	<u>5/28/82</u>	<u>ing to Hallie</u>
ORDINANCE NOS.	_____	SECRETARY OF STATE
ATTY. SMITH	_____	COUNTY ATTORNEY'S OFFICE
STATE ATTY.	_____	MISDEMEANOR DEPT.
ATTY. CAWLEY	_____	CALL TO BE PICKED UP
CIRCUIT COURT SOUTH COUNTY	_____	_____

ATTACH TO PAPERWORK ALONG WITH ANY OTHER OUTGOING CORRESPONDENCE YOU MAY HAVE.



COUNTY OF SARASOTA

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