

RECREATION FACILITY USE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of Sept., 1998 by and between Miss Venice Fastpitch, Inc., hereinafter referred to as "User" and Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, 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 citizens of Sarasota County, Florida; and

WHEREAS, the City of Venice owns the property and facilities located at Wellfield Park, 1330 Ridgewood, Venice, Florida; and

WHEREAS, County operates the above-referenced property and facilities pursuant to an Interlocal Agreement with the City of Venice dated November 17, 1992, as amended by the First Amendment dated October 21, 1997; and

WHEREAS, User desires to conduct athletic practices and games, meetings, clinics and demonstrations on fields #2 and #3 of Wellfield Park.

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

1. For and in consideration of the sum of \$1.00, and the covenants and agreements hereinafter set forth,

County does hereby grant User use of the property described as follows:

Fields #2 and #3 of Wellfield Park, located at 1300 Ridgewood, Venice, Florida, said park more particularly described as the West 1,000 feet of the South 2,200 feet of the West 1/2 of the SW 1/4 of Section 4 and the West 1/2 of the NW 1/4 of Section 9, Township 39 S, Range 19 E, Sarasota County, Florida containing 21 acres more or less, hereinafter referred to as "Premises."

2. The County agrees to:

- (a) Allow the use of the Premises and existing facilities under the express terms and conditions of this Agreement.

- (b) Provide routine maintenance of grounds and litter disposal as follows:

- (1) Field preparation for pre-approved practices and games (includes watering, mowing, lining, and edging).

- (2) Top dressing, seeding or sodding for heavily worn areas in order to maintain a safe playing surface.
- (3) Fertilization of fields on an as-needed basis, but at least 2 - 3 times per year.
- (4) Weeds and other problems with turf will be handled on an as needs basis, per County approved Integrated Pest Management Program.
- (5) Complete maintenance of irrigation systems, including replacement of entire irrigation systems if necessary.
- (6) Athletic field repairs, including new line and corner posts and total replacements as needed to maintain a safe playing environment.
- (7) Mowing of established turf areas.
- (8) Normal trash and litter pick up. User is expected to provide assistance during unusually heavy use such as tournaments and grand openings.
- (9) Provide basic grounds maintenance equipment necessary to maintain Premises.

3. User agrees to:

- (a) Administer Miss Venice Fastpitch, Inc., activities on Premises 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.
- (c) Procure and maintain, during the life of this Agreement, commercial general liability coverage including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$500,000 per occurrence, \$500,000 aggregate.
- (d) Procure and maintain, during the life of this Agreement, special form property coverage on all structures until the County takes possession and becomes the owner of each structure.
- (e) All policies required by this Agreement are to be written on an occurrence basis and shall name Sarasota County, its Commissioners, Officers, Agents, Officials, Employees and Volunteers as an additional insured as their interest may appear under this Agreement and shall agree to waive all rights of subrogation against Sarasota County, its Commissioners, Officers, Agents, Officials,

Employees or Volunteers. The appropriate certificate of insurance is to be furnished to the Sarasota County Risk Management Division (1660 Ringling Boulevard, Sarasota, FL 34236) prior to commencement of use and within 30 calendar days of expiration of the insurance contract.

- (f) Shall pay on behalf of or indemnify and hold harmless Sarasota County, its Commissioners, Officers, Employees, Officials, Agents and Volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the User arising out of or in any way connected with the terms of this Agreement. This section will extend beyond the term of the Agreement.
- (g) Maintain any and all improvements that in the opinion of County are for the primary benefit of User. (i.e. press boxes, batting cages, storage buildings for User-owned equipment, concession stands.)

- 4. User warrants, represents and confirms to County, that it is a not for profit corporation organized and existing under the laws of the State of Florida. User shall not use the Premises for any purpose other than that of promoting community interest and welfare. The use of the Premises shall be limited to 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 Miss Venice Fastpitch organization, nor arbitrarily prohibited from reasonable use and access to the Premises.
- 5. User is not permitted to assign or sublet the Premises or any portion thereof without prior written consent of County. County may withhold said consent for any reason whatsoever.
- 6. User shall obtain the prior written approval and consent of County before making any improvements, additions or alterations to said Premises, including signs and batting cages. Said approval by County shall not constitute a waiver of permitting requirements contained in any Sarasota County Ordinance. All improvements, additions or alterations made by User shall become the property of the City of Venice and remain upon the Premises and be surrendered with the Premises at the termination of the Agreement.

7. 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 use of the Premises, shall take such action as is necessary to prevent and correct any nuisance or other grievances in, upon, or connected with the use of the Premises during the term of this Agreement, and shall also comply promptly with 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 User. County reserves the right to promulgate such reasonable rules and regulations relating to the use of the Premises as County may deem appropriate and for the best interest of the public.
8. County or any of its agents or employees shall have the right, upon reasonable notice, to enter upon the Premises at any time during the term of this Agreement to examine same for any purpose whatsoever.
9. User agrees to pay the cost of any legal proceedings, including all attorney's fees and costs, which are incurred by County on account of or because of the violation or alleged violation of any of the terms or provisions of this Agreement.
10. The rights of County under this Agreement shall be cumulative and the failure of County to exercise promptly any right hereunder shall not act to forfeit any of those rights.
11. 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 six months' notice in writing.
12. The County shall have the right to use the Premises for recreational/sports activities during those times that the User is not using the Premises.
13. Except as otherwise provided herein, all notices required or permitted under this Agreement shall be made in writing and shall be deemed given and served when deposited in the U. S. mail, postage prepaid and

certified and directed to the following addresses:

For County:
Sarasota County Parks & Recreation
6700 Clark Road
Sarasota, FL 34241

For User:
Miss Venice Fastpitch, Inc.
Post Office Box 6141
Venice, FL 34292

The parties may change their respective addresses by giving written notice of such change.

14. This Agreement contains and embodies all the representations, covenants, and promises made by the parties hereto, and no modifications or amendments hereof shall be valid unless in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

ATTEST:

MISS VENICE FASTPITCH, INC.

By: Andra Stanford
Secretary

By: David R. Cont
President

By: Robert W Sauerley
Vice President

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: David R. Mills
Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the
Circuit Court and Ex-Officio Clerk
of the Board of County Commissioners
of Sarasota County, Florida

By: _____
Deputy Clerk

Approved as to the form and correctness.

By: [Signature]
County Attorney