



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Administrative Offices | 6495 Caroline Street, Suite M | Milton, Florida 32570-4592

VACANT, District 1
ROBERT A. "BOB" COLE, District 2
W. D. "DON" SALTER, District 3
ROB WILLIAMSON, District 4
R. LANE LYNCHARD, District 5

TONY GOMILLION, County Administrator
ROY V. ANDREWS, County Attorney
JAYNE BELL, OMB Director

To: Board of County Commissioners

From: Tony Gomillion

Date: October 6, 2016

Subject: Pace Band Boosters Request to Utilize Santa Rosa Soccer and Horse Complex in Pace

DISCUSSION

Discussion of the Pace Band Boosters' request to utilize the Santa Rosa Soccer and Horse Complex in Pace for their Cajun Christmas Festival scheduled for Saturday, December 10th, 2016. Details about the event are included in the attached application.

The soccer fields are currently under a management agreement with Futbol Club of Santa Rosa County Inc. Permission for use of the soccer fields will need to be granted by this organization. The Pace Band Boosters have made a request to the organization and should have a response by October 11th. The management agreement is attached.

ACTION NEEDED

Board approval is needed to allow:

1. Commercial use of county property.

(Ordinance No. 2005-11 Section 15.40) *No person, unless authorized by the board of county commissioners, shall make any commercial use of a county park. Such prohibited uses include, but are not limited to, the sale, or the display for sale, of any merchandise; the servicing or repairing of any vehicle, except the rendering of emergency service; the storage of vehicles being serviced or repaired on abutting property or elsewhere; the solicitation for the sale of goods, property, or services; and the display of advertising of any sort. Non-profit civic organizations may conduct activities in county parks such as sales of food or merchandise if the civic organization obtains a permit from Santa Rosa County for such activity.*



Commissioner Approval Event Application

Please use this application if your request involves any of the following activities: Commercial activity, alcohol consumption or sale on county property, reservation of park open space or parking lot, use of county roads, or any request to vary county policies.



EVENT INFORMATION

(PLEASE CHECK ALL THAT APPLY)

- CONCERT
- PARK FESTIVAL
- SALE/MARKET
- RUN/WALK
- FUNDRAISER
- PARADE/PROCESSION
- SPORTS EVENT
- FISHING EVENT
- PRIVATE EVENT
- PUBLIC EVENT
- OTHER _____

Event Name: Cajun Christmas Festival

Event Location: _____

Date(s) of the event: December 10 Start time: 8:00 AM End time: 3:00 PM

Applicant allowed 1 hour prior to start time for set-up and 1 hour after end time for breakdown.

Estimated Attendance: 500 /per day

Brief description of event:
We will host a car/motorcycle show, art/craft vendors, Food vendors, 5K walk/run, and children's activities.

APPLICANT & EVENT ORGANIZER INFORMATION

Name of Organization: Pace Band Boosters Inc.

Address: 4065 Norris Rd City: Pace State: FL Zip: 32571

Phone: 850-324-7849 Email: pacebandboosters@gmail.com

Point of Contact: Michelle Qualls

Event Questions

Below are questions about the event. Please answer all questions and attach additional documents, if necessary, to the application.

If either of the following apply to your event, please use the Special Event Application: attendance of 1000+ people per day on public or private property which will substantially and demonstrably promote tourism in Santa Rosa County; or, alcohol use on public or private property at times or locations not otherwise allowed by county ordinance.

Does your event require the use of:

- County park pavilion or community center? If yes, a Park Facility Rental Application must be attached.
- County auditorium? If yes, an Auditorium Application must be attached.

- | | | |
|---|---|--|
| Will portable restroom facilities be available on site? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will there be amplified sound? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will food or non/alcoholic beverages be sold or given away? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will alcohol be sold or given away? If yes, attach liquor liability insurance. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will food be cooked at the event? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will an admission fee be charged? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will there be fireworks? If yes, a pyrotechnics plan must be attached. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will off-site lots be used for parking? If yes, a parking plan must be attached. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will a county park be utilized? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will tents larger than 400 sq. ft. or multiple tents be erected? If yes, attach tent permit. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Will an EMT be on site? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will stages be erected? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Will your event be using State Roads? If yes, state approval is required 60 days prior to your event. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |

Clean-up must be performed immediately following the event. Clean-up includes but is not limited to the removal of all garbage, signs, banners, tents, and traffic control devices (i.e. cones, barrels, signs, barricades, and changeable message signs) from the event area, public right-of-way, and/or county property.

Additional Required Documents

Below are documents that are required to be submitted with the application. Applications will be considered incomplete without these documents. For additional information about these documents please contact Sabrina White at 850-983-1943 or sabrinaw@santarosa.fl.gov.

- Event Site Map or Race Route Map:** Event organizers must provide a **site map** with vendor locations, porta potties, run/walk route, etc.
- Insurance Certificate**
- Tent Permit**

County Approval Form

Event organizers must receive approval from applicable departments below. Read the field of expertise to determine which applies to the event. When emailing staff please copy Sabrina White at sabrinaw@santarosa.fl.gov.

<u>Department & Representative</u>	<u>Contact</u>	<u>Field of Expertise</u>	<u>Contact Method</u>	<u>Approval Received</u>
Sheriff's Office Sergeant Rich Aloy RAloy@SRSO.net Cell (850)-485-7084	5755 East Milton Rd Milton, FL 32583 Office 850-983-1225	Street closures; traffic & safety plans; parade routes; run/ walk/bicycle routes; security	<input checked="" type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON <input type="checkbox"/> NOT APPLICABLE	_____ / _____ Month Day 09 / 09
Emergency Management Tom Lloyd, Operations Chief TomL@santarosa.fl.gov Cell 850-698-7401	4499 Pine Forest Rd Milton, FL 32583 Office 850-983-4608	Fire lane; fire truck; outdoor cooking / grilling; flame activities; EMT requirements	<input checked="" type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON <input type="checkbox"/> NOT APPLICABLE	_____ / _____ Month Day 09 / 13
Risk Management Melissa Lloyd, Risk Manager melissal@santarosa.fl.gov	6495 Caroline Street, Suite I Milton, FL 32570 Office 850-983-1863	Insurance requirements	<input checked="" type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON <input type="checkbox"/> NOT APPLICABLE	_____ / _____ Month Day
Development Services Tambre Lee or Amber Aaron tambrel@santarosa.fl.gov ambera@santarosa.fl.gov	6051 Old Bagdad Hwy Milton, FL 32583 Office 850-981-7000	Permits for large tents, stages & platforms	<input type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON <input type="checkbox"/> NOT APPLICABLE	_____ / _____ Month Day
Parks Tammy Simmons tammys@santarosa.fl.gov	6075 Old Bagdad Hwy Milton, FL 32583 850-983-1858 Phone 850-623-1331 Fax	Pavilion rentals other than Navarre Beach	<input type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON <input checked="" type="checkbox"/> NOT APPLICABLE	_____ / _____ Month Day
Navarre Beach Roger Blaylock RogerB@santarosa.fl.gov , Terry Wallace TerryW@santarosa.fl.gov , and Sonja Lusk SonjaL@santarosa.fl.gov	1411 Utility Dr. Navarre, FL 32561 850-981-8888	Navarre Beach pavilion rentals	<input type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON <input checked="" type="checkbox"/> NOT APPLICABLE	_____ / _____ Month Day
Health Department Herman Davies, Environmental Supervisor II herman.davies@flhealth.gov	P.O. Box 929 Milton, FL 32570 850-983-5200 x318	Questions related to portable toilet requirements	<input checked="" type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON <input type="checkbox"/> NOT APPLICABLE	_____ / _____ Month Day

HOLD HARMLESS AGREEMENT

For and in consideration of having been granted permission by Santa Rosa County to hold an event within the Santa Rosa County limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless the county of Santa Rosa, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this permitted activity.

The undersigned also agrees to protect and hold harmless the county of Santa Rosa, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occurring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this 10th day of September in 2016.

Name of Event Cajun Christmas Festival

Date(s) of Event December 10, 2016

Lechia Froman

Notary Signature

Pace Band Boosters, Inc

Name of Organization

Michelle Qualls

Printed Name



LECHIA FROMAN
MY COMMISSION # FF 222991
EXPIRES: May 1, 2019
Bonded Thru Budget Notary Services

Michelle Qualls

Signature of Legally Authorized Representative

1st Vice President

Title

(STAMP)

Date: 9-16-16

INSURANCE REQUIREMENTS

In General:

The Event Organizer/Applicant is required to provide liability insurance with coverage limits that depend upon the size, scope and location of the event. The insurance policy must include coverage for all Event Organizer/Applicant approved event activities, including those activities being provided by third party vendors. The policy must be for the dates of the event, including set-up and take-down days. Liquor Liability Insurance (if alcohol is sold) or Host Liquor Liability Insurance (if alcohol is given away) must be provided if alcohol is to be present at the event.

Insurance Requirements:

No proof of insurance will be required for a group or organization using a Santa Rosa County facility for a meeting if all of the following criteria is met:

- There is no charge to attend or participate
- There are no sales or solicitation for sales
- There are no display booths
- No alcohol is served
- No animals (livestock, reptiles, etc.) are present
- No large or dangerous equipment is present or used

Insurance Limits:

Minimum limits for event liability insurance are \$300,000 per occurrence and in the aggregate. However, most events will require minimum limits of \$1,000,000 per occurrence and in the aggregate depending upon the scope of the event. The minimum limit for Liquor or Host Liquor Liability Insurance is \$1,000,000 each common cause and in the aggregate.

Additional Insured Status:

Santa Rosa County must be listed as an additional insured on all insurance coverage. Other additional insured entities may be required, depending on the scope or location of the event.

Certificate of Insurance:

A certificate of insurance evidencing the required insurance should be sent a minimum of 10 days prior to the event.

The certificate may emailed to melissal@santarosa.fl.gov.

The certificate holder should read:

Santa Rosa County
Risk Management
6495 Caroline Street, Suite I
Milton, FL 32570

County Code

In the event of any conflict between any provision of this summary document and County Code, the County Code takes precedence.

Pet Friendly Events, Large Banners, Stages, etc. Coverage must be provided for all activities associated with the event.

Questions? Please contact Santa Rosa County Risk Management at 850-983-1863 with any questions. Feel free to have your insurance company contact Risk Management directly regarding your event if you prefer.

RULES AND REGULATIONS

Application Due Dates

- A completed Commissioner Approval Events Application is due to the County Administration office at a minimum of 15 days prior to the event date. Applications submitted after the deadline may be subject to denial of permit.
-

Cancellation Policy

- Cancellation request must be received seven (7) days prior to the event to receive a refund.
-

ADA Accessibility Guidelines

- Event Organizers must make the event accessible to people with disabilities to the greatest extent possible in compliance with the requirements of the Americans with Disabilities Act (ADA). If the event calls for portable restroom facilities, 5% of the total number of portable restroom units and at least one in each grouping of units must be accessible to persons with disabilities.
 - Accessible parking must be provided for persons with disabilities. Depending on the location, county-designated accessible parking lots must be utilized for accessible parking for the event. Information regarding accessible parking locations should be included as part of the event advertising and clearly marked at the event site. At a minimum, all event personnel and volunteers should be aware of the locations of accessible parking to direct persons with disabilities and handicap tags to the appropriate parking areas.
-

Use of State Roads

- Any event that requires the use of a state road must complete the appropriate paperwork and submit it to the County Administration office at a minimum of thirty (30) days prior to the event date.

Please Read and Initial Below - Park Rental Rules and Guidelines

Initial

MG User agrees to provide full cleanup and accomplish reasonable cleanup of the rented park area utilized. This cleanup operation shall be completed by directly following the event. If trash receptacles provided by the county are full, applicant agrees to dispose of refuse/trash. If the applicant fails to remove all trash/refuse from the event site, the applicant will be billed for all fees incurred Santa Rosa County to remove said trash/refuse from the site.

MG User shall be liable for any and all damage done to the property covered by this agreement located in and on the rented park area, regardless of who causes such damage or how such damage is caused, during the period of use contained in this agreement. Further, User shall agree to defend, indemnify and hold-harmless the county, its officials, employees, and representatives for any and all claims caused by or arising out of, in whole or in part, the activities permitted by this agreement.

MG I hereby attest that the information contained in this contract is true and correct. I agree: (1) if any of the information contained in the contract is found to be false; or (2) should my conduct, or the conduct of any participants or guests not be described in the contract; or (3) should any applicable county, state or federal rules, regulations, codes or laws be violated, this contract shall automatically become null and void and any activity associated with this reservation will immediately cease. If the event has not taken place, the contract will be cancelled.

I am aware of the rules and regulations as they pertain to events and agree to abide by these rules and regulations. I understand that the event must adhere to all Santa Rosa County ordinances. I am duly authorized by the organization to submit this application on its behalf and agree to be financially responsible for any fees and costs that may be incurred by or on behalf of the event in Santa Rosa County. I certify that the information that I have provided on this application is true and to best of my knowledge. If the event details change, I agree to submit a revised application or provide additional information in writing at least 10 days prior to the event.

Name (please print): Michelle Qualls

Signature: Michelle Qualls Date: 9/16/16

OFFICE USE ONLY

Agreement Received - Date: _____

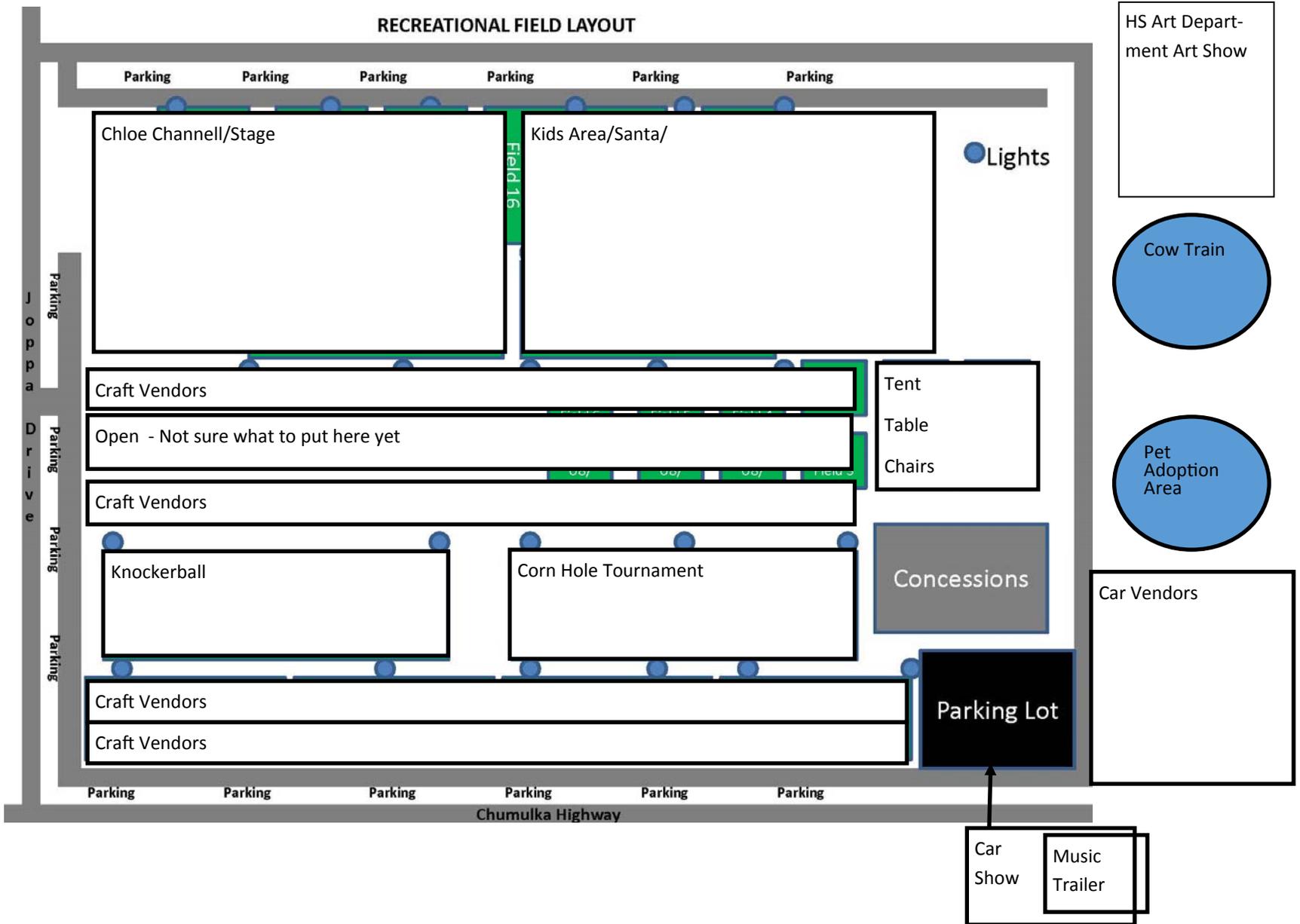
Fee Paid - YES NO CASH CHECK CHARGE Amount: _____ Receipt #: _____

Additional Documents Received (if applicable) INSURANCE CERTIFICATE TENT PERMIT EVENT SITE PLAN PARKING PLAN

County Representative Signature: _____

RECREATIONAL FIELD LAYOUT

Additional
Parking
Need to
confirm with
owner of lot.



HS Art Depart-
ment Art Show

Cow Train

Pet Adoption
Area

Car Vendors

Car Show
Music Trailer



Soccer Fields

Horse Complex

Concession
Stand

Joppa Rd

Joppa Rd

Joppa Rd

Chumuckla Hwy

197

Chumuckla Hwy

197

Stepp Ln

191

STATE OF FLORIDA

COUNTY OF SANTA ROSA

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February, 1999, by and between SANTA ROSA COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "County"), and the FUTBOL CLUB OF SANTA ROSA COUNTY, INC., Post Office Box 2238, Pace, Florida 32571, a not-for-profit corporation chartered under the laws of the State of Florida, (hereinafter referred to as "FC") and registered as a 501(c)(3) corporation with the Internal Revenue Service.

WITNESSETH:

WHEREAS, the FC is a not-for-profit corporation organized to provide social and character development for citizens of Santa Rosa County; and

WHEREAS, the County and FC desire to develop athletic and recreational activities at the County owned park area described herein, (hereinafter referred to as "Park"), for the use and benefit of the public; and

WHEREAS, the FC has made application to the Board of County Commissioners of Santa Rosa County, Florida, to manage and administer the Park for the purpose of providing a location for members of the FC, as well as other citizens and groups in Santa Rosa County, Florida, to engage in recreational programs; and

WHEREAS, the Board of County Commissioners is satisfied that such management and administration would be in Santa Rosa County's best interest; and

WHEREAS, the FC desires to assist the County in the continued operation of athletic and recreational programs at the Park, which is controlled by the County; and

WHEREAS, the County is desirous of receiving the assistance of the FC in operation of the Park for recreational purposes;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, it is mutually agreed and covenanted as follows, to-wit:

1. County does hereby grant and assign unto the FC and the FC does hereby hire and take from County the right and duty to manage and administer the property described as Santa Rosa Soccer Complex located in Santa Rosa County, Florida, including structures located thereon, which are more specifically described in O.R. Book 1606 Page 1821.

2. The term of this Agreement shall be for a period of five (5) years following the date of execution hereof. The FC may be granted, upon approval of the Board of County Commissioners, the option of renewing the Agreement for additional periods of five (5) years, or any portion thereof. Any renewals shall be in writing and executed by the parties.

3. The County Administrator shall designate the appropriate staff to represent the County in carrying out the objectives set forth in this Agreement. The FC, a properly registered not-for-profit corporation in the State of Florida, designates its President or Designee to carry out the objectives set forth in this Agreement.

4. Prior to the execution of this Agreement, the FC agrees to provide the County a copy of its incorporating documents, and a list of its Board of Directors. The FC further agrees to furnish the County with annual reports on activities and programs being conducted at the Park.

5. The FC agrees that no physical change to the property or major maintenance will be undertaken without consultation with and the approval of the Board of County Commissioners or its designee.

The FC shall make no improvements, nor structural alterations, nor modifications upon the premises, without securing the prior written consent of the County, and without complying with all local building, health, plumbing and electrical codes. The FC shall at its sole costs and expense make all normal repairs thereto that will maintain the same as needed to preserve them in good working order and condition.

6. The FC and the County agree to cooperate in the use of the park. All plans for additions, new construction and remodeling must be approved by the County, but need not be included in the original master plan developed.

7. During the period of this Agreement, and any renewal hereof, the FC solely, shall manage the Park and various associated athletic programs for recreational purposes for the benefit of the public in accordance with terms set forth herein. It is understood and agreed that the FC will organize and maintain team athletic events. Any member of the public who qualifies under applicable league rules may participate in such team athletic events without discrimination as to race, color, sex, religion, handicap, age, or national origin. The FC may grant preferences to programs designed for Youth and all regular participants must be a member of the FC. The FC may charge a fee for participation in said organized athletic events; provided, however, in no event shall such fee exceed an amount reasonably anticipated to be necessary to cover expenses directly associated with the FC's program, including appropriate allowances for participation in said programs by children without sufficient funds to pay the fees.

8. The FC shall comply with all applicable state and federal laws and regulations. The FC shall not discriminate against any person because of race, color, sex, religion, handicap, age or national origin.

9. The FC agrees it will at all times hereafter indemnify and save the County harmless from any and all claims, suits, causes of action, judgments, or damages, (including damages for care and loss of services because of bodily injury, sickness, or disease, including death resulting therefrom), sustained by it or any person or persons, and because of injury to, or destruction of property,

(including the loss of use thereof), caused by or arising out of, or resulting from, the use of the above described property. This indemnity also specifically includes court costs and attorney's fees. Prior to the execution of this Agreement, the FC will furnish and will at all times maintain in effect a comprehensive general liability insurance policy in the amount of at least Three Hundred Thousand Dollars (\$300,000.00), per occurrence, providing coverage for any and all losses or claims, by any person, firm or organization, of every nature arising through the authorized or legitimate uses of the above property, such use being pursuant to this Agreement, that said insurance policy shall inure to the benefit of the County, and that the County shall be listed as a co-insured thereon and shall be entitled to receive notice of changes in the policy as named insured. The Agreement shall be binding on and inure to the benefit of, the heirs, successors, executors, administrators, and assigns of the respective parties hereto.

10. The FC shall have priority in scheduling athletic events and practices at the Park. When the Park is not in use for FC events, it may be used by general public for unorganized activities that are not destructive to the Park or any playing field. The FC may require outside groups to prepare the field, clean up afterward, and pay a proportionate share of operating expenses, including insurance costs, provided, however, that the general public may not be charged for engaging in unorganized activities at the Park.

11. The FC agrees to provide advisory assistance to other recreational or athletic programs within Santa Rosa County upon request.

12. The FC may operate concession activities in the park, selling soft drinks, foodstuffs, and similar convenience items. The FC may continue, during the period of this Agreement, and any extensions thereof, to carry on such concessions activities and fund raising events at the Park under the following conditions:

- A. The FC shall provide workers to operate the concession stand as service is reasonable necessary for the FC or organized athletic events at the Park and at such other time as the FC shall deem advisable.
- B. The FC may with prior approval of the County grant the concession activities to another organization, person or association subject to the conditions set forth herein. A compensation plan (either percentage of sales, income, or flat fee) agreeable to FC will be negotiated with any such entity or person that is granted the concession activities.
- C. All concession operations will be carried out in accordance with applicable health regulations.
- D. All items sold in the concession shall be of first-class quality. The FC agrees to charge only a reasonable market price for items sold in the concession. Prices consistent with prices charged for concessions in other County Parks or similar public or private facilities shall be deemed reasonable. No tobacco products, beer or other alcoholic beverage may be sold or consumed at the park.

E. The FC shall promptly pay all debts incurred by it for the purchase of goods and services used in the operation of the concession.

It is understood and agreed that so long as the FC maintains the concession activity, and that so long as the FC reasonable and faithfully complies with the aforementioned conditions, the County shall not, without prior approval of the FC enter into any competing concession activities, either through its own agents or employees or the granting of concession privileges to any other corporation, person or association. Income derived from concession activities shall remain the sole and exclusive property of the FC except as noted in condition E, and shall be used by the FC in furtherance of its activities at the Park and in providing additional improvements for the Park and the Club's programs.

The services performed by the FC, or its employees under this Agreement shall not be construed to constitute an employer-employee relationship with the County. The FC and its employees, if any, shall be deemed independent contractors of the County, with the liability of the County being limited solely to compensation the FC as provided for herein for services performed pursuant to this Agreement. The County shall not be required to make any contributions on behalf of the FC, or any of its employees, to any retirement plan or insurance plan or to make any withholdings for federal income tax and F.I.C.A.

13. The FC with prior written approval of the County, may also allow a soccer/sporting goods type store to operate within the facility or its structures

during tournaments or other special events. Amount of compensation will be determined by FC based on a flat rate or percentage of income, profits or sales.

14. The operation of the Park will be the responsibility of the FC, to include normal maintenance repairs for electrical and plumbing systems.

15. In the event a public sewer system becomes available and is required at the Park, the County agrees to provide the financial cost of such installation. The FC agrees in such an event, to pursue other sources available to it to provide funds or donations to assist in such installation.

16. Either party may terminate this Agreement, for just cause, at any time by giving written notice to the other specifying the date of termination, such notice to be given no less than one-hundred and twenty (120) days prior to the termination date specified. Any notice mailed or delivered by the County to the Board of Directors, PACE SOCCER CLUB, INC., Post Office Box 2238, Pace, Florida, shall be notice by the County.

17. All equipment, or other personal property placed or maintained on the premises by the FC shall be at its sole risk and shall remain its property and may be removed therefrom at any time prior to and within ninety (90) days after the termination of this Agreement. However, any property of the FC not removed from the premises within ninety (90) days after termination of this Agreement, shall become the property of County with further consideration. Furthermore, any permanent structures constructed shall become the property of the County upon the termination of this Agreement.

The FC shall surrender the premises in good repair and condition, reasonable wear and tear resulting from use excepted. In the event removal of equipment, or other personal property from the premises results in damage thereto, the FC shall pay the full cost of any repairs necessitated thereby.

18. The FC shall keep the premises free from any liens arising out of any work performed or materials furnished or obligation incurred by the FC.

19. Failure of the FC to maintain said premises in a neat, attractive and presentable manner shall be grounds for termination of this Agreement.

20. Without the previous written consent of the County, neither the FC nor the Club's legal representative or successors in interest by operation of law or otherwise, shall be permitted to assign this Agreement or any estate or interest therein, sublet or permit the occupancy of the demised premises or any part thereof by anyone other than the FC. Any consent by the County to any act of assignment, subletting or occupancy shall be held to apply only to the specific transaction thereby authorized. In any event, no such assignment, subletting or occupancy shall relieve the FC of its obligations hereunder.

21. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements between the parties not contained herein shall be of any force and effect. Any amendments, modifications, additions or alteration of this instrument shall be in writing executed with the same formalities as this instrument.

22. This Agreement shall be subject to the right of the County to terminate same, for just cause, particularly whenever the demised premises shall not be used, utilized or managed by the FC in accordance with the provisions of this Agreement, or if the FC ceases operation, dissolves its corporation, otherwise no longer provides required services to be performed under the terms of this Agreement.

23. The FC shall comply in all respects with all applicable governmental, federal, state or local laws. County further reserves the right to enact reasonable ordinances, rules or regulations, which may be applicable to the premises or to the Club's activities thereon.

24. The FC shall not cause to be placed or allow to be placed any lien upon the premises subject to this agreement.

IN WITNESS WHEREOF, Santa Rosa County has caused these presents to be executed by the Chairman of the Board of County Commissioners of Santa Rosa County and the Futbol Club of Santa Rosa County, Inc., has caused these presents to be executed by its President and attested by its Secretary, on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

ATTEST:

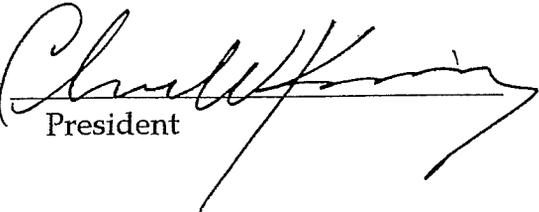
Jenny Simmons
Deputy Clerk of Court

By: Jim Williamson
Chairman

FUTBOL CLUB OF SANTA ROSA COUNTY,
INC.

ATTEST:

Secretary

By: 
President

AGREEMENT RENEWAL AND AMENDMENT

WHEREAS, Santa Rosa County and the Futbol Club of Santa Rosa County, Inc., entered into an Agreement for the management of the Pace Soccer Park, dated February 11, 1999; and

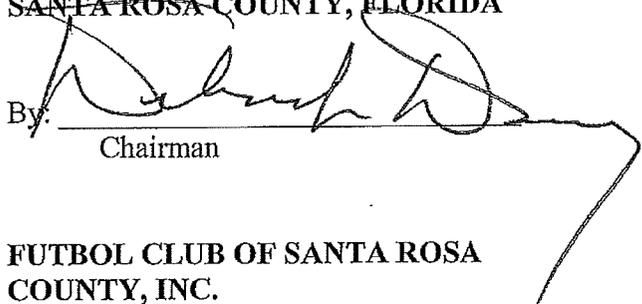
WHEREAS, both parties desire to extend said agreement for an additional five (5) year term of said Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

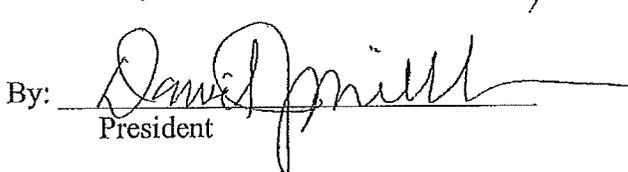
The Agreement is hereby extended for an additional five (5) year term ending on February 10, 2007.

IN WITNESS WHEREOF, Santa Rosa County has caused these presents to be executed by the Chairman of the Board of County Commissioners of Santa Rosa County and the Futbol club of Santa Rosa County, Inc., has caused these presents to be executed by its President and attested by its Secretary, on this the 9th day of ~~August~~^{September}, 2002.

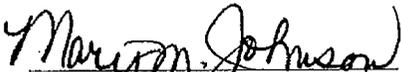
**BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

By: 
Chairman

**FUTBOL CLUB OF SANTA ROSA
COUNTY, INC.**

By: 
President

ATTEST:


Clerk of Court

ATTEST:


Secretary