

School District of Indian River County

6500 57th Street ● Vero Beach, Florida 32967 - Telephone: 772-564-3000 ● Fax: 772-569-0424

Dr. Mark J. Rendell
Superintendent

Request for Letters of Interest Rosewood Magnet Fields Lease

Date: March 12, 2019

Title: Rosewood Magnet Fields Tract 1 and 2 Lease

Letters of Interest must be submitted to the Director of Purchasing, School District of Indian River County, 6055 62ND Avenue, Vero Beach, FL 32967 no later than:

2:00 p.m. on March 29, 2019

Anti-Collusion Statement

The undersigned vendor has not divulged, discussed, or compared this Request for Qualifications with other vendors and has not colluded with any other vendor or parties in their response. Vendor acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine Laws.

Submitted By:

ORGANIZATION NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

TELEPHONE _____ FAX _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

TITLE _____ DATE: _____

CONTACT PERSON: _____

THE SCHOOL BOARD OF INDIAN RIVER COUNTY
Request for Letters of Interest
Rosewood Fields Lease Tracts 1 and 2

I. Introduction and General Information

- A. The School Board of Indian River County, Florida (“School Board”) is considering its options for the lease of Tracts 1 and 2 at Rosewood Magnet School. The District is specifically looking for Indian River County based Title IX compliant non-profit youth sports organizations with interest in the conditional lease of this property. This property is located at corner of 16th Street and 39th Avenue in Vero Beach, Florida.

The awarded organization will have the non-exclusive License for the use of Tracts 1 and 2 for its purposes of conducting its Baseball Activities commencing upon award. The term of this initial agreement will be five years with annual renewal options.

Either party may terminate this License, without cause, upon thirty (30) days prior written notice to the non-terminating party.

The awarded organization must acknowledge that there may be other potential users, (whether by license agreement or not) of Tracts 1 and 2 which would include but not necessarily be limited to other baseball/softball organizations or leagues, other sport organizations or leagues, (for example, soccer, Public Middle School Baseball and Softball), and the public that may use Tracts 1 and 2 for recreational purposes.

The awarded organization must agree that this License shall have priority over all other Potential Users, subject to recorded easements, during after school hours, weekends, and school holidays, but no priority over Licensor for its uses.

In conducting its Baseball Activities, the awardee must agree that it shall be solely responsible for the management of its guests, invitees, and public, which may attend or participate in its Baseball Activities, which management shall include but not necessarily be limited to providing the necessary lighting, the use and maintenance of the public-address system, the sale and/or dispensement of refreshments and food, seating, parking, and crowd conduct and control. The Licensee shall conduct its Baseball Activities in accordance with all ordinances, rules and regulations of appropriate governmental agencies.

- B. Award will be based on the organizations aggregate scores and overall ranking by the scoring committee. It is the School District’s intent to obtain an organization whose programs provide the greatest benefit to the community and

children.

- D. The School Board will receive questions regarding this solicitation only through written inquiries directed to the Director of Purchasing. Deadline for receipt of written inquiries will be **March 22, 2019 at 5:00 p.m.**, local time. Inquiries shall be emailed to Jeffrey.Carver@indianriverschools.org.

II. Insurance Requirements

The Licensee shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as coverages listed below. The following liability coverage limits must not be less than the limits specified. Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the District 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance. All insurance carriers must have an AM Best rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the District reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement. All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements.

If the Licensee should subcontract all or any portion of the services to be performed under this Agreement, Licensee shall require each subcontractor to provide insurance protection listing the Licensor and each of its officers, officials, employees, agents and volunteers as Additional Insureds on a primary and non-contributory basis in accordance with the terms of this Agreement. In the event contractors are hired to perform capital improvements, any subcontractors or independent contractors utilized must list the School District as additional insured including completed operations, also on a primary and non-contributory basis. Any contractors hired by Licensee will need to specifically name the School District as 'Additional Insured' (without the wording, "required by written contract"). The required certificates and applicable endorsements shall be on file with Licensee and Licensor prior to the commencement of any services by any contractors.

The District by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

- a. The Licensee shall maintain in full force a Commercial General Liability policy covering bodily injury and property damage liability. All policies and insurance carriers must be acceptable to Licensor and be written on an occurrence form basis. A waiver of subrogation must be provided in favor of the District under the General Liability. The Licensor must be listed as Additional Insured on a primary and non-contributory basis. The Licensor will be "Additional Insured" for General Liability as the Certificate Holder on the

Certificate of Insurance. General Liability coverage shall contain no exclusion for abuse & molestation or assault & battery. The insurance shall be in the following amounts: Commercial General Liability with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

- b. The Licensee must provide Workers' Compensation and Employer's Liability coverage for all employees and volunteers. A waiver of subrogation must be provided in favor of the Licensor under the Workers Compensation coverage. Workers' Compensation insurance with limits equal to Florida statutory requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided.
- c. The Licensee agrees that it will at all times during the term of this Agreement, keep all tangible property owned by it, including fixtures, furnishings, equipment, and personal property located on Tracts 1 and 2, insured against loss by an All Risk Property insurance policy including fire and lightning and other perils in an amount equal to the replacement cost value of the tangible property owned by it and located on Tracts 1 and 2. Licensee may insure against loss by fire and lightning, and other perils, such items of tangible personal property as it deems necessary and desirable to insure. Licensee shall have no right or cause of action against Licensor by reason of any of its tangible personal property being damaged or destroyed.
- d. The Licensee shall carry insurance for the "Baseball Field" for fire and extended coverage, vandalism and malicious mischief, proceeds of said insurance to be paid to Licensor and Licensee, as their interests may appear.

The Licensee shall carry Accident Medical Excess Expense and Accidental Death and Dismemberment for their athletic participants with limits of \$25,000 Accident Medical Excess, \$2,000,000 Maximum Limit (Per Accident), \$10,000 Orthopedic Appliances, \$10,000 Physical Therapy, \$500 Deductible per claim, \$10,000 Accidental Death & Dismemberment Principle Sum Excess of any other insurance coverage available.

III. Submittal Instructions and Scoring Criteria

- A. Responses received will be objectively evaluated in accordance with those criteria listed below

Tab 1. Title Page/Cover Letter

Title page shall show the request for letters of Interest subject, title, the organization name; the name, address and telephone number of a contact person; and the date of the response. The response shall contain a cover letter signed by a person who is authorized to commit the Respondent to engage in a lease and should identify all materials and enclosures being forwarded in response to this Request of Letters of Interest.

Tab 2. History and Background of the Organization (40 Points)

Provide background information regarding the history of your organization. This section should include a description of the activities offered by the organization and historical data related specifically to various activities and participation numbers related to age, activity and gender. You should also include proof of non-profit status.

Tab 3. Relate Experience of Lessee (20 Points)

Provide an overview of experience where your organization was engaged in a similar agreement. You should include details regarding your experience as it related to general maintenance of similar complexes.

Tab 4. Organizational Leadership Qualifications(20 Points)

Provide biographical information for the organizations leadership team. You should highlight individual qualifications and experience. This can be in the form of individual resume's.

Tab 5. References (20 Points)

Please provide a list of 3 to 5 references, including the phone number of each reference.

IV. INTERVIEW AND SELECTION CRITERIA

Based on the criteria listed above the School District Evaluation Committee will review, score, discuss and reach consensus for the selection. Participating organizations will be interviewed on or about **April 9, 2019**.

V. TIME SCHEDULE:

A. The District will use the following time lines, which will result in the selection of a firm. Dates are subject to change if necessary.

- 03.13.19 Release
- 03.17.19 Legal Advertisement
- 03.22.19 Deadline for written questions.
- 03.29.19 Letters of Interests due no later than 2:00 p.m.
- 04.09.19 Interview
- 04.23.19 School Board approves lease agreement

VI. ATTACHMENTS

- a. Site Sketch
- b. Draft Lease Agreement

**SKETCH OF DESCRIPTION
ROSEWOOD MAGNET SCHOOL
SCHOOL DISTRICT OF INDIAN RIVER COUNTY**

PART OF THE WEST 20.75 ACRES OF TRACT 14 SECTION 3, TOWNSHIP 33
SOUTH, RANGE 39 EAST CITY OF VERO BEACH, INDIAN RIVER COUNTY, FLORIDA

DESCRIPTION-LEASE AREA No. 1

THE WEST 325.00 FEET OF THE SOUTH 325.00 FEET OF THE NORTH 350.00 FEET OF THE FOLLOWING DESCRIBED PARCEL.

THE WEST 20.75 ACRES OF TRACT 14, SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY, WHICH SAID PLAT WAS FILED MARCH 23, 1915, AND RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SUBJECT ALSO TO EASEMENTS AND RESTRICTIONS OF RECORD AND SUBJECT TO ZONING ORDINANCES AND BUILDING REGULATIONS OF THE CITY OF VERO BEACH.

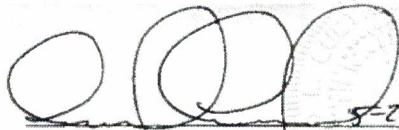
SAID LEASE AREA NOW LYING AND BEING IN THE CITY OF VERO BEACH, INDIAN RIVER COUNTY, FLORIDA, CONTAINING 105,628± SQUARE FEET (2.42± ACRES), MORE OR LESS.

SURVEYOR'S NOTES

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, RESERVATIONS, OWNERSHIP, ABANDONMENTS, DEED RESTRICTIONS, ZONING REGULATIONS OR SETBACK LINES, LAND USE PLAN DESIGNATION, ADJOINING DEEDS OR MURPHY ACT DEEDS. THIS SURVEY IS NOT INTENDED TO DELINEATE WETLANDS, LOCAL AREAS OF CONCERN OR ANY OTHER JURISDICTIONAL DETERMINATION
3. THIS DESCRIPTION AND SKETCH CONSISTS OF 2 SHEETS AND ONE IS NOT VALID WITHOUT THE OTHER.
4. THIS EXHIBIT DOES NOT INTEND TO REFLECT OR DETERMINE OWNERSHIP.
5. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY.
6. BEARINGS SHOWN ARE BASED UPON AN ASSUMED DATUM. THE BEARING ALONG THE SOUTH RIGHT-OF-WAY OF 18th STREET BETWEEN FOUND AND/OR SET MONUMENTATION IS SOUTH 89° 46'39" EAST. ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

LEGEND:

O.R.B. = OFFICIAL RECORD BOOK (INDIAN RIVER COUNTY PUBLIC RECORDS)
PG. = PAGE
C.M. = CONCRETE MONUMENT
∅ = DIAMETER
CONDO = CONDOMINIUM
NGVD '29 = NATIONAL GEODETIC VERTICAL DATUM OF 1929
NO. = NUMBER
I.R.F.W.C.D. = INDIAN RIVER FARMS WATER CONTROL DISTRICT
T.B.M. = TEMPORARY BENCHMARK
□ CONCRETE SIDEWALKS & PADS
— GUARD RAILS
— CHAIN LINK FENCES
— WOOD FENCES


5-23-06
DAVID E. LUETHJE, P.S.M. SIGNATURE DATE
FLORIDA REGISTRATION No. 5728
CARTER ASSOCIATES, INC. LB 205

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

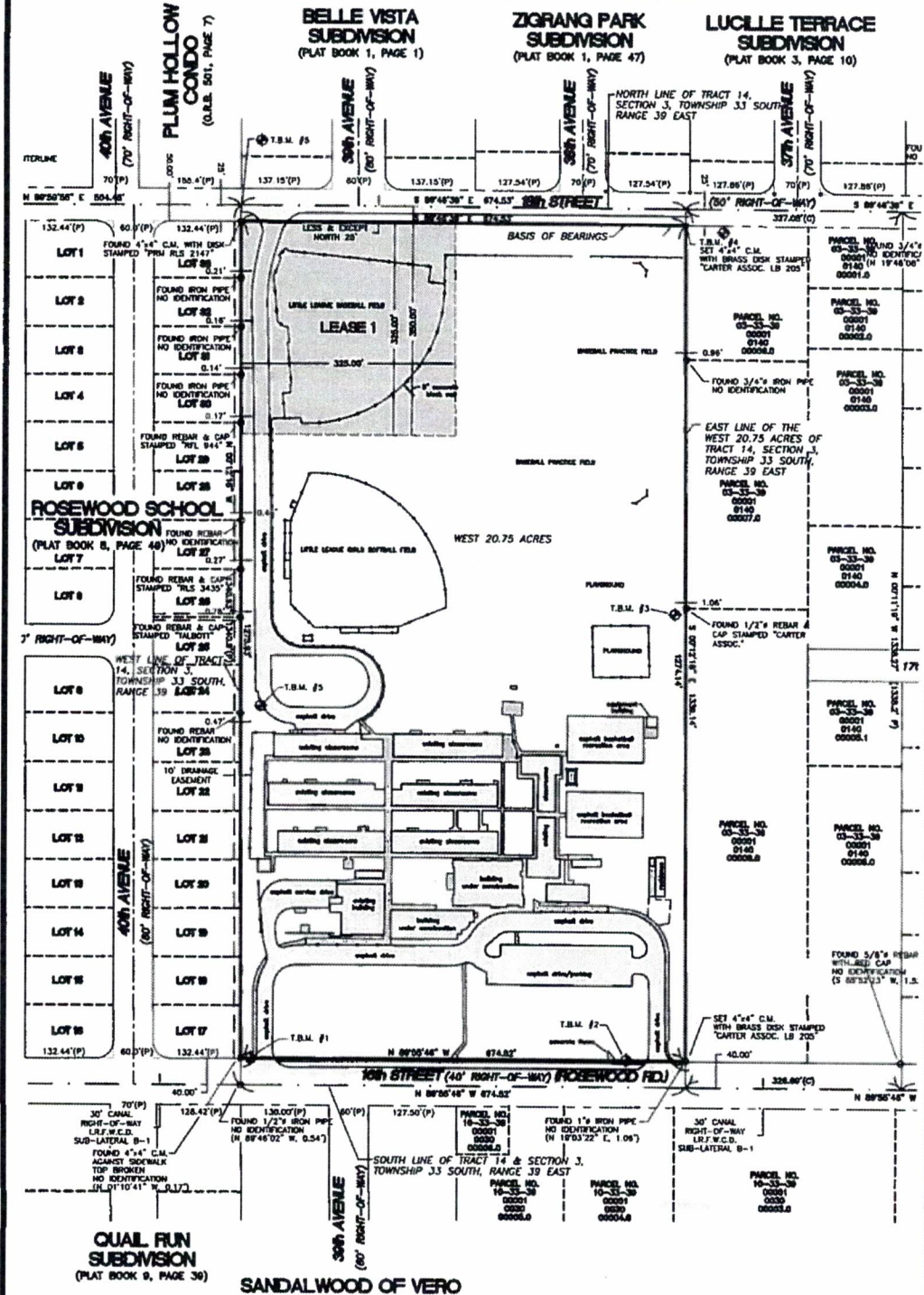
1708 21ST STREET 772-562-4191 (TEL)
VERO BEACH, FLORIDA 32960-3472 772-562-7180 (FAX)

CAI Serving Florida
Since 1911

PROJ#05-42EROSEWOOD
BY: DLC DWG#18125-A1
DATE: 5/19/06 SHEET 1 OF 2

**SKETCH OF DESCRIPTION
ROSEWOOD MAGNET SCHOOL**
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

PART OF THE WEST 20.75 ACRES OF TRACT 14 SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST CITY OF VERO BEACH, INDIAN RIVER COUNTY, FLORIDA



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772-562-4191 (TEL)
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CAI Serving Florida Since 1911
PROJ. #06-42ROSEWOOD
BY: DLC
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DWG#18125-A1
SHEET 2 OF 2

**SKETCH OF DESCRIPTION
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SCHOOL DISTRICT OF INDIAN RIVER COUNTY**

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SOUTH, RANGE 39 EAST CITY OF VERO BEACH, INDIAN RIVER COUNTY, FLORIDA

DESCRIPTION-LEASE AREA No.2

THE SOUTH 325.00 FEET OF THE NORTH 350.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE WEST 20.75 ACRES OF TRACT 14, SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY, WHICH SAID PLAT WAS FILED MARCH 23, 1915, AND RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA,

LESS AND EXCEPTING THE WEST 325.00 FEET THEREOF.

SUBJECT ALSO TO EASEMENTS AND RESTRICTIONS OF RECORD AND SUBJECT TO ZONING ORDINANCES AND BUILDING REGULATIONS OF THE CITY OF VERO BEACH.

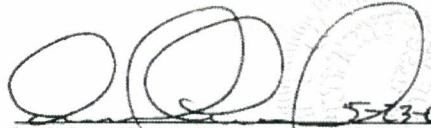
SAID LEASE AREA NOW LYING AND BEING IN THE CITY OF VERO BEACH, INDIAN RIVER COUNTY, FLORIDA, CONTAINING 222,664± SQUARE FEET (5.11± ACRES), MORE OR LESS.

SURVEYOR'S NOTES:

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2. LANDS SHOWN HEREON WERE NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, RESERVATIONS, OWNERSHIP, ABANDONMENTS, DEED RESTRICTIONS, ZONING REGULATIONS OR SETBACK LINES, LAND USE PLAN DESIGNATION, ADJOINING DEEDS OR MURPHY ACT DEEDS THIS SURVEY IS NOT INTENDED TO DELINEATE WETLANDS, LOCAL AREAS OF CONCERN OR ANY OTHER JURISDICTIONAL DETERMINATION.
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— WOOD FENCES


5-13-06
DAVID E. LUETHJE, P.S.M. SIGNATURE DATE
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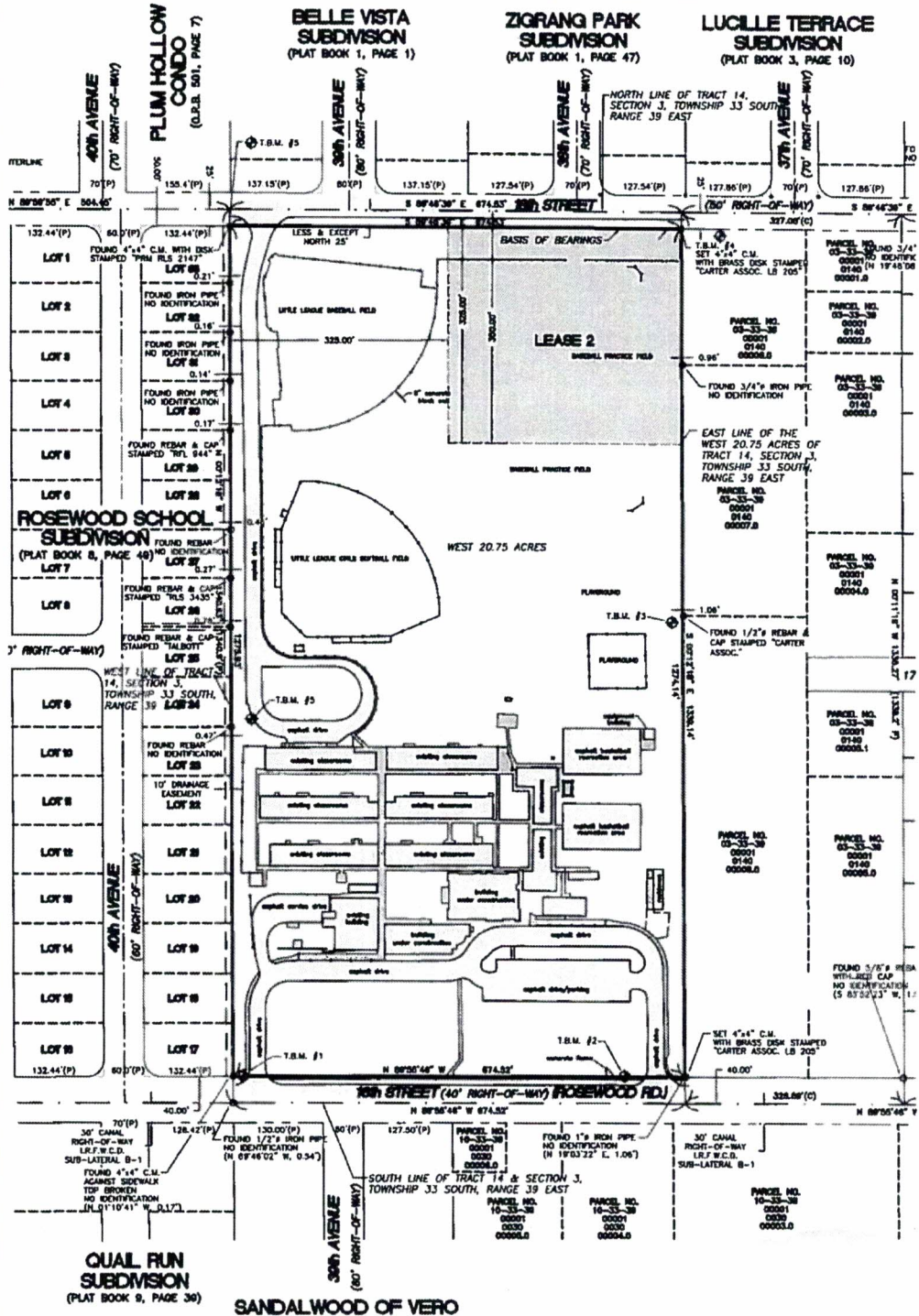
1708 21ST STREET 772-562-4191 (TEL)
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PROJ#05-42ROSEWOOD
BY: DLC 18125-A2
DATE: 5/19/06 SHEET 1 OF 2

**SKETCH OF DESCRIPTION
ROSEWOOD MAGNET SCHOOL
SCHOOL DISTRICT OF INDIAN RIVER COUNTY**

PART OF THE WEST 20.75 ACRES OF TRACT 14 SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST CITY OF VERO BEACH, INDIAN RIVER COUNTY, FLORIDA



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PROJ#05-42EROSEWOOD
BY: DLC DWG#18125-A2
DATE: 5/19/06 SHEET 2 OF 2

LICENSE AGREEMENT

This License Agreement made this _____ day of _____, 20____, by and between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, hereinafter referred to as the “Licensor”, and _____, hereinafter referred to as “Licensee”.

WITNESSETH:

WHEREAS, the parties entered into that certain License Agreement regarding the Rosewood Magnet School fields; and

WHEREAS, Licensor owns the real property and all improvements thereon which are commonly known as The Rosewood Magnet School located at 16th Street and 39th Avenue in Vero Beach, Indian River County, Florida; and

WHEREAS, the improvements at The Rosewood Magnet School includes, but are not limited to, one baseball diamond and associated bleachers, outfield fence, score box, dug outs, restrooms, and concession stand, all of which are hereinafter collectively referred to as the “Baseball Field”; and

WHEREAS, for purposes of this License, the boundary of the Baseball Field which is hereinafter referred to as “Tract 1””, is more particularly described as follows, to wit:

The West 325 feet of the South 325 feet of the North 350 feet of the following described parcel:

The West 20.75 acres of Tract 14, Section 3, Township 33 South, Range 39 East, according to the last general plat of lands of the Indian River Farms Company, which said plat was filed March 23, 1915, and recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida; as depicted on the attached drawings.

WHEREAS, the improvements at The Rosewood Magnet School also include a baseball practice field, which is hereinafter referred to as the “Practice Field”; and

WHEREAS, for purposes of this License, the boundary of the Practice Field which is hereinafter referred to as “Tract 2”, is more particularly described as follows:

The South 325 feet of the North 350 feet of the following described parcel:

The West 20.75 acres of Tract 14, Section 3, Township 33 South, Range 39 East, according to the last general plat of lands of the Indian River Farms Company, which said plat was filed March 23, 1915, and

recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida; as depicted on the attached drawings.

Less and excepting the West 325 feet thereof.

WHEREAS, the Licensee is the organizer and manager of a baseball program for Indian River County and for such purposes has the need for the use of Tracts 1 and 2 for its baseball activities, which include, but are not necessarily limited to tryouts, team practices, and team games, all of which are open to the public at large, and all of which are collectively referred to as "Baseball Activities"; and

WHEREAS, the Licensee, to meet its need to conduct its Baseball Activities, desires for the Licensor to grant to it a non-exclusive License to use Tracts 1 and 2 for its Baseball Activities and further desires to have a right of priority over other non-exclusive users when using Tracts 1 and 2 for its Baseball Activities during after-school hours; and

WHEREAS, Licensor is willing to grant Licensee a non-exclusive License to use Tracts 1 and 2 during after school hours, weekends, and school holidays with certain rights of priority over other non-exclusive users.

THEREFORE, the parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. The above recitations are incorporated herein as if specifically set forth.
2. The Licensor hereby grants unto the Licensee the non-exclusive License for the use of Tracts 1 and 2 for its purposes of conducting its Baseball Activities commencing on the ____ day of _____, 20__ and ending on the ____ day of _____, **20**____.
3. Either party may terminate this License, without cause, upon thirty (30) days prior written notice to the non-terminating party.
4. Licensee acknowledges that there may be other potential users, (whether by license agreement or not) of Tracts 1 and 2 , which would include but not necessarily be limited to other baseball organizations or leagues, other sport organizations or leagues, (for example, soccer), and the general public, hereinafter collectively referred to as "Potential Users", that may use Tracts 1 and 2 for recreational purposes.
5. Licensor agrees that this License shall have priority over all other Potential Users, subject to recorded easements, during after school hours, weekends, and school holidays, but no priority over Licensor for its uses.

6. In conducting its Baseball Activities, Licensee agrees that it shall be solely responsible for the management of its guests, invitees, and general public, which may attend or participate in its Baseball Activities, which management shall include but not necessarily be limited to providing the necessary lighting, the use and maintenance of the public address system, the sale and/or dispensement of refreshments and food, seating, parking, and crowd conduct and control. The Licensee shall conduct its Baseball Activities in accordance with all ordinances, rules and regulations of appropriate governmental agencies.
7. **Utilities/Field Maintenance.** The cost for all utilities consumed in the use of Tracts 1 and 2 by Licensee conducting its Baseball Activities shall be borne by the Licensee. The Licensee shall maintain an account in its own name with all utility providers providing utilities to Tracts 1 and 2 and pay all utility charges as they become due and payable. The licensee shall be responsible for all field maintenance associated with the use of Tracts 1 and 2 .

7. INDEMNIFICATION

- a. Licensee shall indemnify, defend with counsel acceptable to Licensor, and hold harmless to the full extent permitted by law, Licensor and its Board members, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fess of litigation) (collectively, "Liability") of every nature arising out of or in connection with Licensee's use of Licensor's property pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement. This indemnity obligation shall survive termination or expiration of the Agreement with respect to any liability which arose while the Agreement was still in effect. Licensee shall be liable to Licensor for any loss or damage to Licensor property arising from or in connection with Licensee's use of such property.

8. INSURANCE LIMITS

The Licensee shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as coverages listed below. The following liability coverage limits must not be less than the limits specified. Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the District 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance. All insurance carriers must have an AM Best rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the District reserves the right, but not the obligation, to review and request a

copy of bidder's most recent annual report or audited financial statement. All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements.

If the Licensee should subcontract all or any portion of the services to be performed under this Agreement, Licensee shall require each subcontractor to provide insurance protection listing the Licensor and each of its officers, officials, employees, agents and volunteers as Additional Insureds on a primary and non-contributory basis in accordance with the terms of this Agreement. In the event contractors are hired to perform capital improvements, any subcontractors or independent contractors utilized must list the School District as additional insured including completed operations, also on a primary and non-contributory basis. Any contractors hired by Licensee will need to specifically name the School District as 'Additional Insured' (without the wording, "required by written contract"). The required certificates and applicable endorsements shall be on file with Licensee and Licensor prior to the commencement of any services by any contractors.

The District by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

- a. The Licensee shall maintain in full force a Commercial General Liability policy covering bodily injury and property damage liability. All policies and insurance carriers must be acceptable to Licensor and be written on an occurrence form basis. A waiver of subrogation must be provided in favor of the District under the General Liability. The Licensor must be listed as Additional Insured on a primary and non-contributory basis. The Licensor will be "Additional Insured" for General Liability as the Certificate Holder on the Certificate of Insurance. General Liability coverage shall contain no exclusion for abuse & molestation or assault & battery. The insurance shall be in the following amounts: Commercial General Liability with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
- b. The Licensee must provide Workers' Compensation and Employer's Liability coverage for all employees and volunteers. A waiver of subrogation must be provided in favor of the Licensor under the Workers Compensation coverage. Workers' Compensation insurance with limits equal to Florida statutory requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided.
- c. The Licensee agrees that it will at all times during the term of this Agreement, keep all tangible property owned by it, including fixtures, furnishings, equipment, and personal property located on Tracts 1 and 2 , insured against loss

by an All Risk Property insurance policy including fire and lightning and other perils in an amount equal to the replacement cost value of the tangible property owned by it and located on Tracts 1 and 2 . Licensee may insure against loss by fire and lightning, and other perils, such items of tangible personal property as it deems necessary and desirable to insure. Licensee shall have no right or cause of action against Licensor by reason of any of its tangible personal property being damaged or destroyed.

- d. The Licensee shall carry insurance for the “Baseball Field” for fire and extended coverage, vandalism and malicious mischief, proceeds of said insurance to be paid to Licensor and Licensee, as their interests may appear.
- e. The Licensee shall carry Accident Medical Excess Expense and Accidental Death and Dismemberment for their athletic participants with limits of \$25,000 Accident Medical Excess, \$2,000,000 Maximum Limit (Per Accident), \$10,000 Orthopedic Appliances, \$10,000 Physical Therapy, \$500 Deductible per claim, \$10,000 Accidental Death & Dismemberment Principle Sum Excess of any other insurance coverage available.

- a. The Licensee shall carry insurance for the “Baseball Field” for fire and extended coverage, vandalism and malicious mischief, proceeds of said insurance to be paid to Licensor and Licensee, as their interests may appear.
- b. No provision of this insurance requirement shall constitute a waiver of sovereign immunity of the Licensor.
- c. Tracts 1 and 2 shall be inspected and brought into compliance with the Florida Building Code pursuant to chapter 553 and the life safety codes pursuant to chapter 633 at the expense of the Licensee. Licensee must coordinate and schedule annual inspections with the School District Building Official.
- d. Tracts 1 and 2 must be inspected annually for fire safety deficiencies in accordance with the applicable code and have corrections made in accordance with Section 1013.12 Fla. Stats.

9. **Capital Improvements and Equipment.** The Licensee must notify and obtain the prior written approval of the Licensor at least 60 days prior to the commencement of any improvements of a capital nature made by the Licensee on Tract 1 . Licensee shall not be permitted to make any improvements to Tract 2 without written approval from Licensor. Plans and construction for renovation or remodeling of Tract 1 shall conform to the Florida Building

Code, State Requirements for Educational Facilities, and the Florida Fire Prevention Code for educational occupancies or other occupancies, as appropriate and as required in chapters 553 and 633, prior to occupancy.

10. **Surrender of Possession and Waiver.** Licensee covenants and agrees that upon the expiration or termination of this Agreement, Licensee will surrender and deliver up said Tracts 1 and 2 , peaceably and quietly to the Licensor, its agents or attorneys, immediately and forthwith.
11. **Liens.** Licensee agrees it will not cause or allow any construction, mechanics, materialman, or utility liens to be filed on Tracts 1 and 2 , and shall immediately take all actions necessary to release any such liens at its own cost and expense.

12. **General.**

- a. The Licensee shall not have the right to assign this Agreement.
- b. Licensor and its agents shall have the right to enter upon Tracts 1 and 2 or any part thereof at all reasonable times for the purpose of inspecting Tracts 1 and 2 .
- c. When either party desires to give the other a notice with respect to and in connection with, as well as according to the terms and conditions of this Agreement, such notice shall be given either by hand delivery or by registered or certified mail with return receipt requested, and if mailed, it shall be deemed to be given when deposited in the U.S. Mail with sufficient postage prepaid thereon and properly addressed as follows:

Licensor:
The School Board of Indian River County, Florida
c/o Dr. Mark Rendell, Superintendent
6500 57th Street, Vero Beach, Florida 32967

Licensee:

- d. This Agreement contains the whole or entire agreement between the Licensor and Licensee as of the date hereof, and the execution hereof has not been induced by either party by reason or any representation, promise or understanding not definitely and specifically expressed in this Agreement. There are no collateral agreements, stipulations, promises or undertakings whatsoever upon or by the respective parties in any way concerning the subject matter of this Agreement which are not expressly, definitely and specifically contained and provided in this Agreement. No modification, release, discharge, or waiver of any provision of this Agreement shall be of any force, effect or value unless same is in writing duly signed by both parties or their respective duly authorized agent, personal representatives, guardians, executors, heirs, successors or assigns.
 - e. This Agreement shall not be recorded in the Public Records of Indian River County, Florida, however a Memorandum of License may be recorded which would set forth the parties, location of Tracts 1 and 2 and the term of this Agreement, such that any future owners of Tracts 1 and 2 will be aware of this Agreement and bound by its terms.
 - f. Licensee shall have the right, during the existence of this Agreement to attach signs that are approved in writing in advance by the Licensor, in or upon Tracts 1 and 2 .
 - g. In any litigation arising out of this Agreement, neither party shall be entitled to recover attorney's fees and costs.
12. **Renewal.** The Licensee is hereby granted the right to request a renewal to this License by giving the Licensor not less than 30 days notice in advance of the License term. On renewal, the terms and conditions herein are subject to renegotiation and may include a multi-year License.

Dated this _____ day of _____, 20____.

WITNESSES:

THE SCHOOL BOARD OF
INDIAN RIVER COUNTY, FLORIDA

By: _____
Chairman

By: _____
Superintendent

Organization Name

WITNESSES:

By: _____

Title: _____