



**THE** SPORTS FACILITIES  
**ADVISORY**<sup>TM</sup>  
**SERVICES AGREEMENT**

*Between:*

**Sports Facilities Advisory, LLC**

**&**

**City of Alabaster, AL**

FEBRUARY 15, 2024



## SERVICES AGREEMENT

SPORTS FACILITIES ADVISORY, LLC – U.S. TAX ID: 32-0109344

17755 US Highway 19 N. Unit 300 • Clearwater, FL 33764 • P: 727.474.3845 • F: 727.462.2800

1. City of Alabaster, AL (hereinafter referred to as “Client”) hereby engages Sports Facilities Advisory, LLC (hereinafter referred to as “Consultant”) for the services set forth in this Services Agreement (hereinafter referred to as “Agreement”).
2. **Scope of Services:** The Client is engaging the Consultant to provide the services set forth on Exhibit A in the attached hereto and the Consultant is agreeing to provide the services set forth on Exhibit A in the attached hereto.
3. **Period of Performance:** The period of performance under this Agreement shall commence upon signature of this Agreement by both parties and shall continue through the delivery by Consultant of Exhibit A but in no case shall be longer than 120 days. Any services provided by Consultant to Client beyond the scope of services and period of performance described herein will be contracted separately and billed at Consultant’s hourly rates.
4. **Confidentiality, Nondisclosure, and Non-Use Covenants:** For purposes of this Agreement, the party disclosing confidential information is the “Discloser,” and the party receiving the information is the “Recipient.” Confidential information means all information concerning either party’s business including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data designs, and know-how; (d) business information, including operations, planning, marketing interests, and products and services; and (e) the terms of this Agreement.  
Recipient does not have an obligation to protect confidential information that is; (a) in the public domain through no action of Recipient; (b) within the legitimate possession of Recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by Recipient without breaching the agreement or by the parties who have not had, either directly or indirectly, access to or knowledge of the confidential information; or (e) disclosed with the prior written consent of Discloser. If confidential information is required to be produced by law, court order or government authority, Recipient must immediately notify Discloser of that obligation. Recipient will not produce or disclose confidential information in response to that obligation until Discloser has requested protection from the court or other legal or governmental authority issuing the process and the request has been denied, or consented in writing to the production or disclosure of the confidential information in response to the process, or taken no action to protect its interests in the confidential information within 14 business days after the receipt of notice from Recipient of the obligation to produce or disclose.  
Recipient will use the confidential information only to further the relationship between the parties. Confidential information may not be disclosed to any third party without the written consent of Discloser or used by Recipient in any manner which may be competitive to Discloser.
5. **Responsibility:** Client assumes all responsibility for financial and other risks associated with the planning, development, operations & management of the Client’s business and Consultant assumes no liability for the Client’s project. The Client agrees to seek independent accounting and legal services that are necessary for the operation of Client’s businesses.
6. **Consultant Services:** Client understands that consultant is a management consulting firm, is not licensed to sell securities, is not a licensed accounting practice nor licensed to practice law.
7. **Governing Law:** The execution, interpretation, and performance of this Agreement shall be governed by the laws of the State of Florida. Any lawsuits arising from this Agreement shall be brought before a Court of Law in Pinellas County, Florida.
8. **Construction:** The parties hereto acknowledge and agree that: (i) each party has participated in the drafting of this Agreement; (ii) no inference in favor of, or against, any party shall be drawn from the fact that one party

has drafted any portion hereof; and (iii) each party has had the opportunity to have this document reviewed by their respective legal counsel.

- 9. **Entire Agreement:** This Agreement and the attached Exhibit A contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, written or oral, between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by the parties hereto.
- 10. **Compensation:** Upon execution of this Agreement, the compensation for Exhibit A shall be due and owing as follows under the Payment Terms:

**Payment Terms – Exhibit A: \$35,000.00 reduced to \$27,500.00 for previous client relationship**

- **Payment 1 – (50%) \$13,750.00:** Due upon execution of Agreement. Consultant will not provide services nor book meetings until Payment 1 is made in full.
- **Payment 2 – (30%) \$8,250.00:** To be invoiced and paid to Consultant by Client upon presentation of the draft pro forma to Client. Copy of the draft deliverable(s) to be delivered to Client only upon payment.
- **Payment 3 – (20%) \$5,500.00:** To be invoiced upon presentation of the final deliverable(s). Copy of the Final deliverable(s) to be delivered to Client only upon payment.
- **Reimbursable Travel Expenses (if applicable):** To be invoiced upon completion of travel. Reimbursable travel expenses are due upon receipt of invoice. Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at \$65 per consultant per day.

- Preferred Payment: To avoid additional processing fees, the preferred payment method is via check.
- Wire Transfers: Client is responsible for all additional fees associated with electronic wire transfers.
- Credit Card Payments: For credit card payments, Client will be responsible for a 3% processing fee.

*In the event Client fails to make any payments when due, interest will be charged on the unpaid total in the amount of 18% per annum or the maximum rate allowed under state and federal law, whichever is greater. All payment due dates, unless otherwise stated, are to be within 30 days of receipt of the invoice. Deposit (or initial) payments are the exception as these payments are immediately due to engage Consultant for services.*

**City of Alabaster, AL**  
"CLIENT"

**Sports Facilities Advisory, LLC**  
"CONSULTANT"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Jason Clement, Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Billing Address

\_\_\_\_\_  
Invoicing/Billing Contact Name

\_\_\_\_\_  
Invoicing/Billing Contact Email/Phone

## SCOPE OF SERVICES

### **Step 1: Project Kick-Off Call**

In this step, Consultant will set up an initial phone call with the Client's team to cover six topics that allow the Consultant's team to begin its work. Those topics are:

- Introductions
- Project History
- Existing Data
- Potential Partners and Stakeholders
- Key Dates for the Project
- Other Questions & Answers

### **Step 2: Existing Data Review & Market Analysis**

In this step, Consultant will review any existing data, documentation, and/or resources provided related to the project. Consultant will then conduct preliminary market research, which will encompass demographics, sports participation in the region, and an analysis of existing service providers (competition).

### **Step 3: Remote Development Planning Session (DPS)**

The DPS is a "deep-dive" planning and strategy session that will focus on defining success and refining the vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. During the DPS, Consultant will also share data from its preliminary market assessment, including key demographic and socioeconomic factors, participation rates, and other market insights. This will be held via a teleconference via Zoom meeting.

### **Step 4: Detailed Financial Forecast (Pro Forma)**

In this step, Consultant will complete more in-depth research/analysis to produce a 5-year cash flow forecast and 20-year financial outlook. Consultant's pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

The pro forma will provide the Client with detailed financial projections related to and based on:

- The ideal business model
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses
- Management and staffing model
- Utilization Projections

**Step 5: Executive Summary & Recommendations**

In this step, Consultant will produce a summary report for the project. The summary report will include an overview of the market analysis and pro forma. Additionally, Consultant will work with the Client to provide recommendations on the existing facility and programming plan. This will also include considerations around playing surface materials, onsite amenities, parking, concessions, lighting, and more.