

# THE CITY OF CHIPLEY

## RECREATIONAL FACILITY USE AGREEMENT

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### **RELEASE, WAIVER, AND COVENANT NOT TO SUE**

**THIS AGREEMENT** is made and executed in duplicate, this 25th day of March, 2025, by and between THE CITY OF CHIPLEY, FLORIDA, a Florida municipal corporation, hereinafter called the City, and THE WASHINGTON COUNTY PHENOMS, hereinafter called the Licensee.

The Licensee's representative shall be Carlton Smith or Jessica Simmons, who may be contacted by mail at 883 Rattlebox Rd, Chipley, FL 32428 and telephone at 850-658-1133 or 850-520-6033.

1. **DESCRIPTION OF PREMISES.** The City licenses to Licensee and Licensee hires from the City, as herein provided, the temporary exclusive right to use and possess the parking and playing field facilities located behind the T.J. Roulhac Enrichment Center, 1196 Church Avenue, Chipley, Florida. The use shall be for the sole purpose of allowing the Licensee to conduct recreational sports activities, and for no other use without the prior written consent of the City.

2. **TERM.** The use period shall be for six (6) months following the effective date of this Agreement.

3. **USE FEE.** N/A

4. **USE OF PREMISES, GENERALLY.** The premises are licensed to be used as set forth above.

Licensee agrees to restrict the use to such purpose, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent in writing of the City, or of the City's authorized agent.

The Licensee shall not permit the use or possession of any alcoholic beverages of any kind or of any illegal drugs on the premises at any time.

Any special equipment necessary to facilitate the Licensee's use of the premises shall be supplied by the Licensee and not by the City. All special equipment and foods associated with or related to Licensee's use shall be removed immediately after the Licensee's scheduled activity. At the end of the scheduled activity, Licensee shall be responsible for and shall ensure that all lights are turned off and that the premises are left in a clean and sanitary condition (with all garbage and waste disposed of in appropriate containers and all City equipment and furniture properly arranged and placed).

Keys to the premises shall be available on the effective date of this Agreement and shall be returned no later than the day following the termination of the agreement.

Parking shall be in designated parking areas only.

Licensee shall be responsible for any and all of the improvements, gear, furniture, appliances, and equipment located at the facility, and shall pay the cost of replacement or repair of any such which are damaged or missing (whether by Licensee or by any other person) during the term of Licensee's use.

**Any use of the premises in violation of the provisions of this agreement or which is otherwise illegal shall be deemed a trespass after warning, and the Licensee and all of Licensee's guests and invitees shall be immediately removed from the premises.**

**5. LIABILITY INSURANCE REQUIREMENT.** Licensee must obtain general liability insurance in the amount of \$1,000,000.00 (One Million Dollars) and provide proof of insurance to the City before use of the premises.

**6. NO USE THAT INCREASES INSURANCE RISK.** Licensee shall not use the premises in any manner, even in its use for the purposes for which the premises are licensed, that will increase risks covered by insurance on the premises, so as to increase the rate of insurance on the premises or to cause cancellation of any insurance policy covering the premises. Licensee further agrees not to keep on the premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the premises. Licensee shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and building. Licensee shall be required to procure and keep in full force any and all necessary insurance on any tangible or intangible personal property interests maintained in or affected by the Licensed premises, at Licensee's sole cost.

**6. NO WASTE, NUISANCE, OR UNLAWFUL USE.** Licensee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

**7. DELAY IN DELIVERING POSSESSION.** The City reserves the right (in its sole discretion) to cancel or re-schedule the reserved use period on short notice, in the event of which the Licensee's sole remedy shall be a return of the deposits already paid by Licensee. This License shall not be rendered void or violable by the City's inability to deliver render the City liable to Licensee for loss or damage suffered thereby. If the City cannot deliver the premises at such time, the use fee shall be refunded, and the rights of the Licensee under this agreement shall terminate. The parties agree that the Licensee hereby waives and shall have no right of recovery of any consequential or other damages of any kind, in the event that Licensee is unable to use the premises, and the Licensee does hereby release and hold the City harmless of and from any and all damages under this agreement (other than the return of the deposit or use fee). No extension of the License shall result from a delay in delivering possession, but the parties may agree upon a rescheduling of the Licensee's use of the facility.

**8. LICENSEE ACCEPTS USE OF THE PREMISES AND PROPERTY AS IS** and in the property's current condition, and Licensee and its guests and/or invitees assume all risk of the current condition of the premises (whether those risks are latent, hidden or apparent). Licensee warrants and represents that it has made adequate inspection of the premises for the purpose of this agreement, and that the premises are suitable for Licensee's intended uses. Licensee agrees to accept the premises on possession in their current condition as being in a good state of repair and in sanitary condition. Licensee shall surrender the premises to the City at the end of the use in the same condition as when it took possession, allowing for reasonable use and wear, and damage by acts of God, including fire and storms. Licensee shall remove all signs or symbols placed on the premises by any person (other than the City) before re-delivery of the premises to the City, and to restore the portion of the premises on which they were placed in the same condition as before their placement.

**9. SIGNS, AWNINGS, MARQUEES, ETC.** Licensee will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without the City's written consent thereto. Licensee further agrees to remove signs, displays, advertisements or decorations that any person (other than the City) have placed, or permitted to be placed, on the premises, which, in the City's opinion, are offensive or otherwise objectionable. If Licensee fails to remove such signs, displays, advertisements, or decorations, the City reserves the right to remove them at Licensee's expense and Licensee shall be liable for the actual cost of removal.

**10. ASSIGNMENT, SUBLICENSE, OR LICENSE FOR OCCUPATION BY OTHER PERSON(S).** Licensee agrees not to assign or sublicense the Licensed premises, or any part thereof, or any right or privilege connected therewith, or to allow any other person(s), except Licensee's guests, invitees, agents or employees, to occupy the premises or any part thereof.

**11. EFFECT OF THE CITY'S WAIVER.** The City's waiver of breach of one covenant or condition of this License is not a waiver of breach of others, or of subsequent breach of the one waived.

**12. APPLICABLE TO SUCCESSORS.** This agreement and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

**13. RELEASE, WAIVER, AND COVENANT NOT TO SUE.** The Licensee hereby agrees to RELEASE, WAIVE, AND COVENANT NOT TO SUE the City, or any partner, employee, servant, representative, associate, officer, agent, volunteer, successor, and assign of the City, from ANY AND ALL liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained, or to any property, whether caused by the sole, contributory, or gross negligence of the City, or otherwise, arising out of or related to the use or occupation of the facility or the subject premises by any person, firm or corporation (other than the City employees) under this agreement.

occupation of the facility or the subject premises by any person, firm or corporation (other than the City employees) under this agreement.

14. **TIME OF ESSENCE.** Time is of the essence of this License.

**EXECUTED** the date first written above.

CITY OF CHIPLEY, FLORIDA

Tracy Andrews  
Tracy Andrews, Mayor

Attest:

Sherry Snell  
Sherry Snell, City Clerk

LICENSEE:

Washington County Phenoms  
Print Name: Carlton Smith Jr  
Title: Founder, President

Cal Smith

Witness

Print Name: Jessica Simmons  
Jessica Simmons



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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| <b>PRODUCER</b><br>CONTINENTAL BROKERS, INC.<br>PO BOX 2662<br>MADISON, MS 39130                  | <b>CONTACT NAME:</b> RON WOOTEN<br><b>PHONE (A/C, No. Ext):</b> 601-707-1028 X2229<br><b>E-MAIL ADDRESS:</b> ron@continentalbrokers.biz<br><b>FAX (A/C, No):</b> 601-707-1017                            |
| <b>INSURED</b><br><br>The Washington County Phenoms<br><br>883 Rattlebox Road<br>Chipley FL 32428 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> SiriusPoint America Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
|   | <b>NAIC #</b><br>38776   |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                         | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------------------------------|----------|--------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                                 | Y        | PLH01GL00003869    | 03/18/2025              | 03/18/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>Player Liability Agg. \$ 1,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |                                   |          |                    |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |                                   |          |                    |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y / N<br><input type="checkbox"/> | N / A    |                    |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| A        | <b>ACCIDENT &amp; HEALTH</b>   |                                   |          | PHSA-BAMH-11927-25 | 03/18/2025              | 03/18/2026              | Maximum Benefit \$25,000<br>AD&D \$10,000<br>Deductible \$250   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

883 Rattlebox Road, Chipley, FL 32428

Certificate Holder is included as Additional Insured as respects to General Liability per Endorsement. Waiver of Subrogation is included. \*Cancellation: 10-days Notice for Non-Payment of premium or 30 days for all other reasons.

**CERTIFICATE HOLDER****CANCELLATION**

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| City of Chipley<br>1197 Church Ave<br>Chipley FL 32428 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br>Ron Wooten |
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