FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT, made and entered into this _____ day of _____, 2026, by and between:

THE CITY OF COOPER CITY, FLORIDA
a municipal corporation of the State of Florida
whose address is
9090 SW 50th Place, Cooper City, Florida 33328
(hereinafter referred to as "City")

and

RENAISSANCE CHARTER SCHOOL, INC.
A limited liability corporation
whose address is
6278 North Federal Highway, Suite 384
Fort Lauderdale, FL 33308
(hereinafter referred to as the "School")

WHEREAS, Renaissance operates the Renaissance Charter School at Cooper City, located at 2800 North Palm Avenue, Cooper City, FL 33026 (the "Property"); and

WHEREAS, the City has a need for additional facilities to serve the recreational needs of its citizens and residents; and

WHEREAS, in the interest of fostering good will and partnership within the community, the School seeks to offer the use of its facilities.

WHEREAS, this collaboration provides the opportunity to foster communication and collaboration between City officials, City staff and their counterparts at the School.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Facility Use Agreement ("Agreement"), the term of this Agreement shall be for a period of five (5) years

commencing on _____ and expiring on _____. Any sport or activity season in progress on the expiration date of this Agreement shall be permitted to complete the season, and this Agreement shall terminate upon the conclusion of such season. This Agreement may be renewed for additional five (5) year terms upon the mutual written consent of both Parties.

2.02 **Use of School Facilities**.

2.02.1 Authorized Use of School Facilities by City. The School owns, operates and maintains various facilities and any improvements thereon (hereinafter referred to as "School Facilities") that may be suitable for use by participants in youth sports programs within the City of Cooper City, and the City may desire to place its programs, special functions, training programs, such as youth sports programs and the Cooper City Police and Fire Department's implementing security training geared toward preparation for school related incidents and community meetings at these sites. School agrees to allow City use of the School's gymnasium and other School facilities as may be agreed to in writing by the Parties (collectively, "School Facilities") on such days and at such times as are mutually agreed upon by the School and the City Manager, or designee.

2.02.2 Procedure to Request Use of School Facilities. The following procedure shall be followed whenever the City desires to use any School Facilities:

2.02.2.1 City shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "A"** to the School principal, or designee, for use of School Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities to be used by the City or its residents and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Parties without a formal amendment of this Agreement.

2.02.2.2 The School principal or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of School Facilities by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the City.

2.02.3 Maintenance of School Facilities. School shall provide and maintain as is the parking lot, parking lot lighting and ingress and egress at all School Facilities. The School shall have the continuing duty to maintain School Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon School Facilities and equipment is remedied or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, the School becomes aware of any dangerous or unsafe condition in or upon School Facilities or equipment, the School shall immediately correct the dangerous condition or prevent the use of the facilities or equipment by other persons so as not to endanger the life or safety of persons at the facility. If in the course of City's use and occupancy of School Facilities or equipment, City becomes aware of any dangerous condition in or upon School Facilities or equipment, the City shall, as soon as reasonably possible, notify the School principal, or designee, of such dangerous or unsafe condition and cease City's use of the facilities or equipment which are unsafe until such time as School corrects or remedies the

condition. The School shall have final determination as to what is deemed "unsafe." If the City does not notify the School of such dangerous conditions, and the School is not otherwise aware nor should have been aware of same, the School shall not be liable to City, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the City or the School, and there shall be no third-party beneficiary.

2.02.4 School Access to School Facilities. The School and its officers, agents and employees engaged in the operation, maintenance or repair of School Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of School Facilities. The School shall have the right to observe all operations of City at School Facilities in order to ensure that the facilities are not subjected to risk of loss. The School reserves the right to preclude or interrupt any act or use of equipment by City within the reasonable judgment of the Principal, or designee, of School Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. The School shall have the right to inspect any and all parts of the School Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

2.02.5 City Property on School Facilities. The School assumes no responsibility whatsoever for any property placed on the premises by City, its agents, employees, representatives, independent contractors or invitees.

2.02.6 Restrictions on Items Brought onto the School Facilities. City agrees not to bring onto School Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to School Facilities or which are likely to constitute a hazard to property thereon. The School shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto School Facilities and the right to require their immediate removal from the property.

2.02.7 Construction of Improvements. City shall not construct any improvements upon any of School Facilities during the term of this Agreement without the prior written consent of the School. Any improvement constructed upon School Facilities without prior written approval of the School shall be removed or relocated by City within ten (10) days of written demand by the School. City is authorized to place items of personal property onto the licensed facilities for the use thereon by City without prior written approval of the School. If City fails to remove items of personal property upon termination of this Agreement, the School may remove and store said items and City shall reimburse the School for the costs of relocating and storing the items.

2.02.8 Vacation of School Facilities. Upon vacation of the School Facilities after each use and occupancy, City shall leave the School Facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the School Facilities by City.

2.03 **Accessibility to School Facilities and Fees for the Facilities**.

The Parties agree to waive any and all rental fees. ~~The School agrees to waive any and all energy fees~~. However, the City will reimburse the School for any reasonable costs incurred only as a result of the

use of the School Facilities. These reimbursable costs shall include but is not limited to custodial costs and other personnel costs necessary to address the operational impact of the event or use. The energy assessment costs shall apply during use for summer programs and personnel costs for providing access to the School Facility during non-operational hours, and personnel costs for security, if any are incurred by the School.

2.04 **Additional Services at School Facilities**. The cost for additional services, i.e., security, law enforcement, personnel, etc., for events at School Facilities shall be mutually agreed upon by the Parties prior to the scheduled events. Such agreement shall be reduced to writing in the respective Facility Use Form, with services and costs mutually agreed upon by the Principal or designee and the City Manager or designee.

2.05 **Insurance**. Upon execution of this Facility Use Agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage.

2.06 **Required Insurance Coverages**. Each party acknowledges without waiving their respective rights of sovereign immunity as provided by Section 768.28 Florida Statutes, that the City is self-insured for general liability under Florida Statutes with coverage limits of $200,000 per person and $300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Additionally, the City, through the Florida Municipal Insurance Trust, has supplemental general liability coverage of up to $1,500,000 per occurrence; and the City shall name Renaissance Charter School at Cooper City as an additional insured on such policy.

2.06.1 Worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

2.06.2 Fire Legal Liability damage to Rented Premises with limits of $500,000 per occurrence/aggregate as a condition for the reduced limit of insurance. The City is not permitted to utilize stoves, ovens, microwave ovens, hotplates or any devices which have the potential to cause a fire on the Property. School grants permission for the City's vendor to utilize catering warmers during the summer program. The City's vendor will be required to name "Renaissance Charter School Inc., Red Apple Development and their affiliates" as additional insured with respect to liability on behalf of the vendor. The general liability policy will be primary of all other valid and collectible coverage maintained by the School.

2.06.3 Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28, Florida Statutes. The Parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

2.06.4 Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

2.06.6 No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

2.7 **Protection of Public Safety**. Each party specifically reserves the right, through its representatives, to eject any person(s) behaving in an objectionable manner from the School's facilities, and upon the exercise of this authority, each party hereby waives any right and all claims for damages against the other, as a result of the ejection, whether directly or through any of its agents or employees.

2.8 **License not Lease**. This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein. No leasehold interest in either City Licensed Facilities or School Licensed Facilities is conferred to the using party under the provisions hereof.

2.9 **Notice**. When either Party desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

CITY: Alex Rey
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300
Email: arey@coopercityfl.gov

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard,
Suite 200 Fort Lauderdale, Florida
33308
Telephone No.(954) 771-4500
Facsimile No.(954) 771-4923
Email: jhorowitz@gorencherof.com

School: Renaissance Charter School
c/o Ken Hiako, Chair
6278 North Federal Highway
Suite 384
Fort Lauderdale, FL 33308

Copy To: Ed Pozzuoli

Tripp Scott
110 Southeast Sixth Street
Suite 1500
Fort Lauderdale, FL 33301
Telephone No. (954) 525-7500
Email: ejp@trippscott.com

2.10 **Background Screening**: City agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to School Facilities. This background screening will be conducted by the City or its designee in advance of the City providing any services under the conditions described in the previous sentence. The City or its designee shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to its personnel. Nothing herein shall be construed as a waiver by School or City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.11 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The Parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to School

retirement, leave benefits or any other benefits of School employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. School shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the City or the City's officers, employees, agents, subcontractors or assignees. No right to City retirement, leave benefits or any other benefits of City employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. City shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for School or School's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by the School during the term hereof upon thirty (30) days written notice to the City of its desire to terminate this Agreement. The School shall have no liability for any property left on the School's property by any party to this Agreement after the termination of this Agreement. Any party contracting with School under this Agreement agrees that any of its property placed upon School's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon School's facilities after that time shall be deemed to be abandoned, title to such property shall pass to School, and School may use or dispose of such property as School deems fit and appropriate.

This Agreement may be canceled with or without cause by the City during the term hereof upon thirty (30) days written notice to the School of its desire to terminate this Agreement.

3.06 **Default**. The Parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Excess Funds**. Any party receiving funds paid by School under this Agreement agrees to promptly notify School of any funds erroneously received from School upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to School. Any party receiving funds paid by City under this Agreement agrees to promptly notify City of any funds erroneously received from City upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to City.

3.08 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, City and School are required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the other party all public records in that party's possession upon termination of its contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.9 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, School policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 **Place of Performance**. All obligations of School under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.11 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.13 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.14 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from School.

3.15 **Incorporation by Reference**. **Exhibits "A"** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

3.16 **Captions**. The captions, section designations, section numbers, article numbers, titles and 7headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.17 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.18 **Preparation of Agreement**. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.19 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.20 **Waiver**. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.21 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure. In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any

unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

3.22 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse School and City, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.23 **Contract Administration**. School has delegated authority to the Principal or his/her designee to take any actions necessary to implement and administer this Agreement.

3.24 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement for reciprocal use of facilities on the dates indicated below.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

FOR THE CITY OF COOPER CITY

(Corporate Seal)

THE CITY OF COOPER CITY FLORIDA

By: _____

ATTEST:

Title: _____

Date: _____

_____

_____
Title

Approved as to Form and Legal Content:

_____
Jacob Horowitz, Esq.
City of Cooper City Attorney

FOR RENAISSANCE CHARTER SCHOOL, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Notice of Facility Use form