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**CITY OF COOPER CITY  
LICENSEE  
FACILITY USE AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of 9090 S.W. 50 Place, Cooper City, Florida 33328, hereinafter referred to as "CITY," and

**THE PURE ENEGY, INC.**, a business authorized to do business in the State of Florida, with a business address of 3721 SW 106<sup>th</sup> Terrace, Davie, FL 33328, hereinafter referred to as "LICENSEE." CITY and Licensee may be collectively referred to as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, the CITY owns, operates and maintains outdoor sand volleyball courts within the City intended for recreational purposes; and,

**WHEREAS**, the Parties now desire to enter into a written agreement providing for the LICENSEE's use of certain outdoor sand volleyball courts for recreational purposes consistent with the terms and conditions set forth herein; and

**NOW THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and LICENSEE agree as follows:

**ARTICLE 1  
PREAMBLE**

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**ARTICLE 2  
TERM AND TERMINATION**

2.1 The term of this Agreement shall commence on July 23, 2025, and terminate on July 31, 2028 (the "Initial Term.").

2.2 The Agreement will automatically renew for additional two (1) year periods upon the same terms and conditions, unless terminated by either party pursuant to this Article.

2.3 *Termination:* This Agreement may be terminated by the CITY for default due to LICENSEE's failure to operate under the terms and conditions set forth herein. In the event of a

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default by the LICENSEE, the CITY shall provide the LICENSEE with written notice of any failure to operate under terms and conditions of this Agreement within ten (10) days said of action, and the LICENSEE shall be given at least thirty (30) days to cure the aforementioned default prior to a recommendation for termination being placed on a City Commission meeting agenda. CITY shall give LICENSEE no less than fourteen (14) days' advanced written notice of the City Commission meeting at which such recommendation for termination shall be determined. Additional time to cure any default may be granted by the CITY, in its sole discretion, if LICENSEE is diligently pursuing corrective action of said failure perform or observe any terms or provisions.

Additionally, the CITY or LICENSEE may terminate this Agreement for convenience by providing the other party with no less than forty-five (45) days' written notice or notice of termination to be effective at the end of any existing season, whichever is shorter. If the CITY terminates this Agreement for convenience, LICENSEE shall be able to complete any youth sports programs that have commenced when written notice of termination has been received, including any programs that have taken registrations. LICENSEE shall not begin registration for any youth sports programs following the receipt of notice of termination by the CITY pursuant to this section. In the event of a termination for convenience, the intent of this provision is to ensure that if the CITY terminates this Agreement for convenience, such termination shall not disrupt any ongoing sports program that is in progress at the time of such termination by the CITY. If LICENSEE terminates this Agreement for convenience, LICENSEE will ensure that all participants are fully reimbursed any registration fees paid for the portion of the season that is terminated.

2.4 In July of every year, the Parties shall meet, in good faith, to discuss the performance of each party under this Agreement. At that meeting, the City may recommend reasonable amendments to this Agreement, subject to the LICENSEE's approval, which shall not be unreasonably withheld. Any amendments shall be evidenced by a written amendment to this Agreement.

### **ARTICLE 3**

#### **USE OF PROPERTY**

3.1 The CITY hereby grants to the LICENSEE a non-exclusive license for the limited use of the "Property" listed in Exhibit "A." Use of the Property by the LICENSEE for any other activity(ies) is subject to the prior written approval of the City Manager or his or her designee. Approval shall be at the sole discretion of the City Manager and shall be requested in writing at least thirty (30) days before the date scheduled for the event. Notwithstanding anything contained herein to the contrary, the CITY shall have the right to authorize third parties to utilize the Properties for weekend tournaments or other temporary programs.

3.2 The Parties agree that special events sponsored by the CITY shall have priority for the use of the Property. The Parks and Recreation Department will notify LICENSEE a minimum of sixty (60) days in advance of all special events, provided it does not conflict with previously scheduled activities.

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3.3 LICENSEE shall have first right of refusal for volleyball court facility rental after the Optimist Club of Cooper City.

3.4 Notwithstanding anything contained hereto to the contrary, nothing in this Agreement is intended to apply to any camp programs, including specialized camps or summer camp programs otherwise approved by the CITY. Further, this Agreement is solely intended to authorize the use of the CITY facilities by the LICENSEE, as set forth herein. Any other organizations affiliated with the LICENSEE or any of its members shall require a separate agreement with the CITY in order to utilize CITY facilities.

#### ARTICLE 4 **OBLIGATIONS OF THE LICENSEE**

4.1 The LICENSEE and the CITY shall attempt to maximize the participation of Cooper City residents in all of their programs. The following conditions shall apply to the registration of all programs sponsored by the LICENSEE:

- Residents shall not be denied a spot on any volleyball program provided they register within the open registration period.
- Residents shall receive early notification of the registration process and shall be guaranteed a spot as long as the Resident completes registration prior to late registration, for all activities operated by the Licensee.
- Cooper City residents shall receive a ten percent discount on the advertised price before late fees, credit card fees, etc.

This section does not preclude LICENSEE from denying participation in LICENSEE's program due to LICENSEE's code of conduct or on the basis of program safety.

4.2 The LICENSEE shall comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies as applicable, including all City Park rules and regulations as they may be modified from time to time.

4.3 The LICENSEE agrees that it shall be solely responsible for all costs and expenses associated with, or as a result of the operation of its programs under this Agreement excluding, but not limited to, court day to day operational maintenance, as referenced in exhibit A; and further agrees that it shall be responsible for obtaining any licenses, permits, or certificates required to operate under this Agreement.

The Licensee may, at the CITY's sole discretion, be provided access to and granted permission to store equipment within City facilities.

4.4 The LICENSEE agrees that it shall not discriminate against any person based on race, color, religion, sexual orientation, gender, or gender identity in its use of the facilities above.

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4.5 The LICENSEE agrees that it shall not make, or permit to be made, any improvements that required a building permit or improvements to the facilities listed in Exhibit A, except upon written approval of the City. Any improvements, changes or modifications approved by the City shall remain as part of the facility and the Property of the CITY at the end of the term of this Agreement. Naming of CITY facilities is subject to Sec. 2-8 of the CITY's Code of Ordinances, and nothing in this Agreement is intended to authorize the LICENSEE to name or rename any CITY facilities.

4.6 LICENSEE shall comply with Sec. 943.0438, F.S. (the "Statute"), as may be amended from time to time. More specifically, LICENSEE shall ensure that all "athletic coaches," as defined by the Statute have completed and passed a Level II background screening pursuant to Section 435.04, F.S. before LICENSEE's use of the Property under this Agreement.

In its sole discretion, the City may request other individuals to undergo a Level II background screening before engaging in activities pursuant to this Agreement. Unless otherwise agreed to by the Parties, the LICENSEE shall be responsible for the cost of all background screening required pursuant to this section.

4.8 The LICENSEE shall provide a calendar of activities to the Director of Parks and Recreation for approval. Each calendar shall be due to the Director no later than twenty (20) business days before the opening registration date and shall include, at a minimum: a) Beginning and ending registration dates; b) Beginning practice dates; c) Beginning game dates; d) Scheduled end of season; e) Requested tournament dates; (f) number of courts. The Director of Parks and Recreation shall provide comments or approval of the proposed calendar within ten (10) days of receipt.

4.8.1 LICENSEE shall provide revisions to the calendar to the Director of Parks and Recreation pursuant to Section 6.8.

4.8.2 The City will require the LICENSEE to cover all staffing costs for tournaments in addition to the field rental cost in accordance with the schedule provided in Exhibit "B."

4.8.3 LICENSEE shall be allowed to add additional dates without prior notice to replace rental days that the facilities are not usable due weather, specifically when the CITY deems it to be unsafe according to the CITY's Lightning Prediction System policy.

4.9 The CITY will require court shutdown periods during the year for court restoration and renovation. The CITY shall provide LICENSEE with no less than 30 days' notice of field shutdown periods for any shutdown greater than three (3) days. Notwithstanding the foregoing, the CITY may immediately shut down any field that it is deemed by the CITY to be a safety issue or unforeseen issue that requires immediate attention to protect the safety and welfare of the users of such field. The LICENSEE must coordinate the schedule for each season with the Parks and Recreation Department to accommodate this mandatory field shutdown. Upon receipt of a notification of a shutdown pursuant to this section, LICENSEE shall immediately notify its participants of the shutdown.

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4.12 LICENSEE will always follow the City's Lightning Prediction System policy.

4.13 LICENSEE shall not hang any signs on CITY property without the written approval of the Director of Parks and Recreation. All approved signs shall be subject to Chapter 25, Article 2 of the City's Code of Ordinances (the "Code"), as may be amended from time to time. The Parties acknowledge that, at the time of execution of this Agreement, the Code prohibits banner signs in the CITY, and no signs shall be installed on any CITY property unless the Code is amended to authorize such signage. Notwithstanding anything stated herein to the contrary, the placement and location of all signs shall be subject to CITY approval, which LICENSEE shall obtain before installing any signs within the CITY. The CITY reserves the right, in its sole discretion, to deny or reject any sponsorship or signage that is determined by the CITY not to be in its best interests.

4.14 The LICENSEE shall notify the Parks and Recreation Department of any damage, vandalism, needed repairs, or safety issues at their respective parks as soon as possible, not later than the next day.

4.15 In the event of any damage outside of normal wear and tear caused by the LICENSEE or any of its employees, volunteers, coaches, and officials the LICENSEE shall be responsible for restoring the Property or any other damaged area to its pre-existing condition before the damage. LICENSEE shall notify the CITY of any damage pursuant to this section prior to performing any repairs, and any repairs conducted by the LICENSEE shall be subject to all applicable permitting and procurement requirements.

4.16 The LICENSEE shall immediately notify the Parks and Recreation Department of any alcoholic beverages or illegal drugs known to be consumed on City property or in City facilities.

4.17 LICENSEE is required to pull a special event permit for all events (other than regular games, practices and matches, such as but not limited to evaluations, opening/closing ceremonies) that require any additional equipment being brought into the park (including, but not limited to, bounce houses, food trucks, tents, stages, etc.). All special events must first receive written approval from the Director of Parks and Recreation and must be coordinated with the City before being forwarded to the City Clerk's office for processing.

4.18 LICENSEE agrees to encourage EKG screenings for all participants prior to their participation in any program that requires physical exertion.

4.19 Accident/Incident reports need to be completed immediately and sent to the City no later than three business days.

## **ARTICLE 5**

### **OBLIGATIONS OF THE CITY**

5.1 The City shall provide routine maintenance of the facilities and shall supply adequate facilities/courts throughout the year, subject to budgetary considerations.

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5.2 The CITY will provide athletic court lighting for activities described herein, accommodating scheduled games and practices previously approved by the Director of Parks and Recreation.

5.3 The City may limit, if necessary, the use of the facilities to prevent overuse, misuse, or abuse of facilities, subject to the City's sole discretion.

5.4 The City reserves the right to determine the suitability of any particular facility for use under this Agreement. The City shall bear no responsibility, nor shall the LICENSEE seek any redress for its inability to use a facility as provided herein when, in the reasonable determination of the City, a facility (or facilities) is deemed unsuitable for use for any period. The City shall take such action as is necessary to prevent misuse of the facilities and misconduct by participants.

5.5 The City may, through the Director of Parks and Recreation, issue keys or card access to a City recreation facility to an authorized representative of the LICENSEE. Duplication of keys by the authorized representative is prohibited and will result in the revocation of all key privileges and the changing of all affected locks.

## ARTICLE 6

### **ORGANIZATIONAL STATUS AND GOVERNING REGULATIONS OF LICENSEE**

6.2 Upon request by the CITY, LICENSEE must provide an Annual Report to the CITY showing that it is still licensed to do business in the state of Florida.

6.4 LICENSEE shall adopt and strictly enforce a Players and Coaches Code of Conduct as applicable to all officers, coaches, and players. The Director of Parks and Recreation shall be provided with a copy of the code of conduct. The code of conduct shall include minimum guidelines to discipline any member for violating the Code of Conduct. LICENSEE agrees to maintain standards of conduct, disciplinary penalties, and action, as necessary to ensure a safe and amicable environment for participants, spectators, guests, invitees, and other park patrons.

6.5 LICENSEE agrees to notify the CITY of any and all proposed changes to the programs, schedules, or any other relevant change that involves LICENSEE's use of city facilities at least fourteen (14) calendar days prior to any changes being made by LICENSEE. LICENSEE shall establish a point of contact to meet with the Director of Parks and Recreation regularly to discuss contract deliverables and program matters as often as deemed necessary by the Director of Parks and Recreation.

6.6 LICENSEE agrees to monitor and regulate all program participants, including, but not limited to, LICENSEE's staff, instructors, volunteers, program participants, guests, and invitees while at

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any property listed on Exhibit "A" and during any activities organized by LICENSEE on any such property.

6.7 LICENSEE does not have the authority to sublease a facility to any other group or organization, including but not limited to sports camps and private instructors. Sports camps, private instructors, tournaments, etc., shall contract directly with the City. The LICENSEE's insurance policy must cover all activities programmed by the LICENSEE, and the CITY must be listed as an additional insured. Nothing contained in this Agreement shall limit the City's right or ability to lease any facility, or any portion thereof, to a third party for an activity or event approved by the City.

6.8 LICENSEE shall have a representative readily available who thoroughly understands the activities and uses of the Property pursuant to this Agreement, and who shall, as the LICENSEE's Agent, supervise, direct, and otherwise conduct the activities and use of the Property under this Agreement. LICENSEE's agents, representatives, and employees shall serve the public in a courteous, helpful, and impartial manner.

6.9 LICENSEE shall, upon receipt of a written request from the CITY, immediately exclude any volunteer of LICENSEE from providing Services under this Agreement. The CITY is not indemnified by LICENSEE for any damages or legal action taken by a volunteer who is excluded by the CITY.

6.10 LICENSEE shall include a privacy policy agreement on its registration forms that specifies what personal data is collected from registrants and what is done with it. The privacy policy agreement shall be included in any document or website registration application that collects personal information. LICENSEE and the CITY agree that the sale, transfer, or sharing of personal data from registrants to third parties is prohibited unless agreed to by the registrant or required by law.

6.11 The LICENSEE is prohibited from making the registration in any of LICENSEE's programs contingent on any third or outside party transaction.

## ARTICLE 7

### **INDEMNIFICATION AND INSURANCE**

7.1 LICENSEE shall indemnify and hold harmless the CITY and its officers, employees, elected officials, agents, and instrumentalities from any liability, losses, injuries (including death), claims (including allegations of sexual abuse), or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents, elected officials, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the LICENSEE or its employees, agents, servants, partners principals or subcontractors. Notwithstanding anything herein to the contrary, damage to property or injury or damage due to the CITY'S negligence, misconduct or breach of this agreement or failure to maintain the property and fields shall be the CITY'S responsibility. The LICENSEE shall pay all claims and losses in connection therewith

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and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The LICENSEE expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the LICENSEE shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the CITY or its officers, employees, agents, and instrumentalities as herein provided.

The Parties agree that the CITY is not responsible for any individuals participating in the LICENSEE's programs conducted pursuant to this agreement. At the LICENSEE's written request, the CITY agrees to assert the public records exemption applicable to "government sponsored recreation programs," as set forth in Sec. 119.071(5), F.S., as it relates to participants in the LICENSEE's programs. Notwithstanding this assertion, the Parties agree that the CITY is not assuming responsibility for any participants in the LICENSEE's programs and the LICENSEE hereby specifically indemnifies the CITY and holds the CITY harmless against any liability resulting from the assertion of such exemption.

7.2 LICENSEE shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been confirmed by the CITY, nor shall the LICENSEE allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Parks and Recreation Director before the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. According to the latest edition of Best's Insurance Guide published by A.M. Best Company, the insurance company rated no less than "A" as management and no less than "Class VI" as to financial strength.

7.4 Policies shall be endorsed to provide the CITY 30-day cancellation notice, or the LICENSEE shall obtain a written Agreement from its Agent to provide the CITY 30-day cancellation notice.

7.5 Insurance shall be in force until all obligations under the terms of the Agreement are completed, as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the LICENSEE shall furnish, at least ten (10) days before the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The LICENSEE shall not commence nor continue to provide services pursuant to this Agreement unless all required insurance remains in full force and effect. LICENSEE shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

## 7.6 REQUIRED INSURANCE

7.6.1 LICENSEE shall obtain Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to, coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability.

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Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Contract.

Sexual abuse may not be excluded from any policy.

LICENSEE's insurance policies shall not have an exclusion for athletic participation injuries.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.6.2 LICENSEE shall obtain Worker's Compensation and Employers Liability Insurance covering all LICENSEE employees and/or volunteers engaged in the performance of the scope of work associated with this Agreement unless exempt. If any work is sublet, the LICENSEE shall require the subcontractor similarly to provide Worker's Compensation Insurance for all its employees unless the protection afforded by the LICENSEE covers such employees, or subcontractor is also exempt. Coverage for the LICENSEE and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Not applicable
2. Employers Liability: Coverage B - \$500,000 Each Accident \$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

If LICENSEE claims to be, exempt from this requirement. LICENSEE shall provide CITY proof of such exemption along with a written request for CITY to exempt LICENSEE, written on LICENSEE letterhead.

7.6.3 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability of no less than \$1,000,000 per wrongful act.

7.6.4 Participants' Accidental Medical Insurance for no less than \$25,000.

7.6.5 When applicable, Hosted Tournament Coverage with limits of no less than \$1,000,000 per occurrence. Coverage must be included for both participant's and spectators' medical payments. The City of Cooper City must be included as an Additional Insured for this coverage.

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## 7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Cooper City shall be named as an additional insured on each of the general liability policies required herein.

7.7.2 Waiver of all Rights of Subrogation against the CITY.

7.7.3 30-Day Notice of Cancellation or non-renewal to the CITY.

7.7.4 LICENSEE's policies shall be Primary and Non-contributory.

7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY.

7.8 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment by the CITY.

7.9 LICENSEE shall name the CITY as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers, and employees harmless because of claims for damages to persons, Property, or premises arising out of the services provided hereunder.

7.10 Any insurance required of the LICENSEE pursuant to this Agreement must also be needed for any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the LICENSEE and provided proof of such coverage is provided to CITY. The LICENSEE and any subcontractor shall maintain such policies during the term of this Agreement.

7.11 CITY reserves the right to require any other reasonable and available types of insurance coverage and/or higher liability limits it deems necessary based on the nature of work performed under this Contract.

## **ARTICLE 8**

### **VENUE**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising from this Agreement shall be in Broward County, Florida.

## **ARTICLE 9**

### **SIGNATORY AUTHORITY**

LICENSEE shall provide CITY with copies of requisite documentation evidencing that the signatory for LICENSEE has the authority to enter into this Agreement.

## **ARTICLE 10**

### **MERGER; AMENDMENT**

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This Agreement constitutes the entire Agreement between LICENSEE and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both LICENSEE and CITY with the same formality and equal dignity.

## **ARTICLE 11**

### **BANKRUPTCY**

It is agreed that if LICENSEE is adjudged bankrupt, either voluntarily or involuntarily, this Agreement shall terminate effective on the date or when the bankruptcy petition is filed.

## **ARTICLE 12**

### **PUBLIC RECORDS**

Public Records: The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. LICENSEE shall comply with Florida's Public Records Law.

12.1 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in this Agreement.

**IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**  
**9090 S.W. 50<sup>th</sup> PLACE**  
**COOPER CITY, FL 33328**  
**(954) 434-4300**  
[tallen@coopercity.gov](mailto:tallen@coopercity.gov)

## **ARTICLE 13**

### **MISCELLANEOUS**

13.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement remain the Property of CITY, whether or not the project for which they are made is completed.

13.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement. Accordingly, the

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rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

**13.4 Assignments; Amendments.** This Agreement and any interests herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by LICENSEE without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of LICENSEE shall constitute an assignment that requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity.

**13.5 No Contingent Fees.** LICENSEE warrants that it has not employed or retained any company or person other than a bona fide employee working solely for LICENSEE to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**13.6 Notice.** Whenever any party desires to give notice unto any other party, it must be provided by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified. The places for giving notice shall remain such until changed by written notice in compliance with the provisions of this section. For the present, LICENSEE and CITY designate the following as the respective places for giving notice:

CITY           Alejandro I. Rey, City Manager  
City of Cooper City  
9090 SW 50 Place  
Cooper City, Florida 33328  
Telephone No.       (954) 434-4300  
arey@coopercity.gov

Copy To:     Jacob 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  
jhorowitz@gorencherof.com

LICENSEE Pure Energy  
Address

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Telephone No:

E-Mail:

13.7 **Binding 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.

13.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

13.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. If not physically attached, the exhibits should be treated as part of this Agreement and incorporated herein by reference.

13.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

13.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right there in contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

13.14 **Attorney's Fees.** If either party sues for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

13.15 **Protection of City Property.** At all times during the performance of this Agreement, LICENSEE shall to the best of its ability, protect CITY's Property from damage on account of the work being carried on under this Agreement, however, the CITY shall remain obligated for its repair and maintenance obligations stated in this agreement.

13.16 **Compliance with Statutes**: It shall be the LICENSEE's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies as applicable.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

ATTEST:

**CITY**

\_\_\_\_\_  
TEDRA ALLEN  
CITY CLERK

BY: \_\_\_\_\_  
ALEJANDRO I. REY  
CITY MANAGER

APPROVED AS TO FORM

BY: \_\_\_\_\_  
MAYOR JAMES CURRAN

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

Witnesses:

**LICENSEE**  
PURE ENERGY

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

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ PureEnergy Volleyball.,, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official PureEnergy Volleyball for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

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## **Exhibit A**

### **Use of Property**

This Exhibit contains the scope and requirements of the activities and court usage under this Agreement with the LICENSEE.

The CITY grants to the LICENSEE a non-exclusive license for the use of the Properties to operate the following outdoor sand volleyball courts pursuant to this Agreement:

The CITY shall schedule dates and times for LICENSEE's use at the following Properties as follows, subject to the provisions outlined in this Agreement:

1. *Cooper City Sports Complex – 10300 Stirling Road, 33026*
2. *Pool and Tennis Center – 11600 Stonebridge Parkway, 33026*

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**Fee / Rental Schedule:**  
**PureEnergy Volleyball**  
**Resident/Non-Profit**  
**Non-Resident**

**Exhibit B**  
**\$20.00 per court**  
**\$20/per court**  
**\$25/per court**

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**Exhibit C**  
**City of Cooper City Volunteer Background Checks and Photo Identification**  
**Badge Enforcement Policies and Procedures**

Subject to the provisions of Section 4.6 of this Agreement, which requires specific individuals to undergo a Level II background screening pursuant to Section 943.0438, F.S., all other volunteers, coaches, and others who have access to youth pursuant to this Agreement shall undergo a Level II background screening pursuant to Section 435.03 of the Florida Statutes. The Background Check policy applies to all athletic coaches, as defined by the Statute.

**City's Enforcement of Ordinance:**

In collaboration with the LICENSEE, the City of Cooper City Parks and Recreation Department staff will monitor activity and randomly monitor all volunteers (i.e., coaches, instructors, managers, board members, and other volunteers). The LICENSEE is required to monitor all volunteers and coaches before the start of each game. If the staff/officials do not see the photo identification badge visible, the staff/officials will request that the volunteer produce the photo identification badge. All volunteers must show their photo ID badge if asked for by a staff member, police officer, or elected official. If the volunteer cannot produce a photo ID badge, then the following specific measures will be taken:

If a volunteer does not have his/her photo ID badge visible or in its possession, and fails to produce a photo ID badge if requested by staff/officials: the volunteer will be asked to provide pertinent information (name, team, sport), the volunteer will be reported to the LICENSEE .

All Youth League Organizations will receive a copy of this enforcement plan and should inform all volunteers of these requirements.

For more information, please get in touch with the City of Cooper City:  
Parks and Recreation Director Stacie Weiss  
(954) 434-4300

