

The Spring Games – Division I Softball Tournament – Event Agreement

February 22 – March 10, 2024

This Agreement is entered into this _____ day of _____, 2023 between **THE SPRING GAMES, LLC**, with offices at 2350 Legends Way, Clermont FL 34711 (“The Spring Games”), and City of Madeira Beach, a Florida Municipal Corporation, located at 300 Municipal Drive, Madeira Beach, FL 33708 as the City (“CITY”).

1. RECITALS

- 1.1 The Spring Games is a tournament organizing body for the sports of Division I NCAA Softball in the United States of America and is responsible for hosting the 2024 Spring Games. The Spring Games desires to enter into an agreement with the CITY for the purpose of conducting, pursuant to the Agreement, the 2024 Spring Games (Event), February 22 – March 10, 2024.
- 1.2 The CITY desires promote, market and implement the EVENT pursuant to the Agreement and agrees to provide necessary venues, locations, and facilities per the financial and operational terms of this Agreement.
- 1.3 The Recitals in this Section 1 are part of this Agreement.

2. EVENT SPECIFICATIONS

- 2.1 The CITY shall implement, promote, market, and prepare for the Event in conformance with the criteria and standards set forth on **EXHIBIT 2** and **EXHIBIT 4**.
- 2.2 The Spring Games will be responsible for implementing various event specific responsibilities as described in **EXHIBIT 1**.
- 2.3 The Spring Games and the CITY are both associated with a variety of sponsors on a national and local level as described in **EXHIBIT 3**. The Spring Games and the CITY must assist each other in the execution and implementation of overall sponsor programing.
- 2.4 The CITY is financially responsible for implementing Event specific responsibilities as described in **EXHIBIT 2** and **EXHIBIT 4**.

3. RIGHTS AND OBLIGATIONS OF THE SPRING GAMES

- 3.1 The Spring Games shall obtain, as it deems necessary and appropriate in its sole discretion, sponsorship for the Event. The CITY shall define an appropriate area for the display of any sponsorship signage for The Spring Games. CITY sponsors and local supporters signage shall not be covered or removed unless deemed a hazard to the playability the Event.
- 3.2 The Spring Games reserves the right to schedule athletic competition on Tuesday, Wednesday, Friday, Saturday, and Sunday during the time frame outlined in this agreement. Field availability for athletic competition shall be provided in writing by the CITY.
- 3.3 The Spring Games reserves the right to schedule practices on Monday, Tuesday, Wednesday, Thursday during the time frame outline in this agreement. Field availability for athletic practices shall be provided by the CITY.
- 3.4 The Spring Games shall be financially responsible for any commitments and expenditures directly related to the event, as defined in **EXHIBIT 5**. The financial obligation may be offset by funding from outside sources (ie; sponsorships or sports commission)
- 3.5 The Spring Games shall retain all entry fees generated by the Event.

- 3.6 The Spring Games shall arrange for and provide comprehensive liability insurance for the Event in the amount of \$2,000,000 aggregate and \$1,000,000 single occurrence. The 'City of Madeira Beach, 300 Municipal Drive, Madeira Beach FL, 33708' shall be named as additional insured.
- 3.7 The Spring Games owns the exclusive rights to all radio, television, film, video, web, and other media form for the 2024 Spring Games Event. The Spring Games shall retain all revenues derived from such sales.
- 3.8 The Spring Games reserves the right to sell Spring Games merchandise at the Event. The Spring Games shall retain all revenues derived from such sales.
- 3.9 The Spring Games owns the exclusive rights to any and all revenue from hotels and/or complimentary hotel room nights generated as a result of the Event.
- 3.10 The Spring Games owns the exclusive rights to any and all revenue generated as a result of the Event from tourism organizations such as sports commissions and visitor's organizations.

4 RIGHTS AND RESPONSIBILITIES OF THE CITY

- 4.1 The CITY shall not obligate The Spring Games to any expenditures or financial commitments without The Spring Games written approval. The CITY shall be fully responsible for the payment of any expenses or obligations incurred in violation of the foregoing sentence.
- 4.2 Unless described in EXHIBIT 2, the CITY shall contract with all third parties required for the production, implementation, and conduct of the Event. All such third party contracts ("Third Party Contracts") shall be prepared by the City and shall be entered into exclusively by the CITY and the respective third party.
- 4.3 The CITY shall not produce, manufacture or sell any items during the event or after the event that use The Spring Games logo. All event merchandise will be sold through The Spring Games.
- 4.4 The rights to the production, sale and distribution of merchandise specific to the CITY are granted to the CITY, together with all revenues derived there from, but The Spring Games must approve such items in writing.
- 4.5 Revenue generated from parking receipts shall be retained by the CITY. Parking fees shall not exceed \$10 per car per day. CITY may charge additional for Trailers or anything pulled.
- 4.6 The CITY shall not charge parking fees for the Event to any Spring Games Employees, working officials, Spring Games sponsors, vendors or participants. Designated parking passes and/or parking locations shall be provided for those forementioned in the last sentence.
- 4.7 All food and drink concessions for the Event, and revenues generated there from, are granted to the CITY. Alcohol may be permitted to be sold. The CITY must provide food and drink concessions during all open hours of the event. CITY may license other food vendors to operate during the event.
- 4.8 All product and 50/50 raffle for the Event, and revenues generated there from, are granted to the CITY.
- 4.9 The CITY may acquire additional local sponsors, provided they do not interfere with The Spring Games sponsors. All sponsorship agreements must be approved by The Spring Games to insure compliance with previous existing agreements. Signage and banner space shall be limited to the current existing sponsorship opportunities provided by the City (Outfield wall on Field 1, Field 2, and Field 3 and Spectator side of back stop between dugouts on Field 1, Field 2, and Field 3)
- 4.10 The City shall be granted a facility rental fee ("Facility Rental Fee") paid by The Spring Games to the CITY according to the fee schedule detailed in **EXHIBIT 5**.

5 TERM

5.1 The term of this Agreement shall commence upon the date of this Agreement and continue through 30 days after the Event unless sooner terminated as provided herein.

6 REPRESENTATIONS AND WARRANTIES

6.1 Each party warrants and represents that it has the authority to enter into this Agreement and fully perform under the Agreement in accordance with its terms without violating the rights of any third party.

7 DEFAULT AND REMEDIES

7.1 Upon default of this Agreement, both parties shall have all the rights and remedies provided for in this Agreement, including the right to injunctive relief, specific performance, damages and any other relief to which the non-defaulting party may be entitled to in law or in equity. The remedies provided for in this Agreement shall be cumulative and not exclusive such that the non-defaulting party may seek one or more of the remedies for relief to which it is entitled.

7.2 Either party may terminate this Agreement upon default by the other party. Termination by any party shall be without prejudice to any existing rights and/or claims that the terminating party may have against the other party under this Agreement, at law or in equity, and shall not relieve such other party from fulfilling the obligations accrued prior to such termination.

7.3 Upon default by a party, the non-defaulting party may, at its option, cure the default and be entitled to reimbursement upon demand from the defaulting party of the cost of such cure. The parties acknowledge that it is of the utmost importance that the Event occur and that they be conducted pursuant to the terms and conditions of this Agreement. If a default by either party jeopardizes the operation and conduct of the Event, the cost to cure the default shall include all necessary and reasonable costs under the circumstances incurred by the non-defaulting party to assure that the Event are conducted in accordance with this Agreement. 5

7.4 Upon expiration or earlier termination of this Agreement all of the CITY's rights and responsibilities hereunder shall terminate.

8 ASSIGNMENT

8.1 This Agreement shall be binding to the parties hereto and to their successors and assigns and shall not be assigned, transferred or conveyed either directly or indirectly by either party to any person, firm, corporation or entity without the prior written consent of the other party.

9 RELATIONSHIP OF THE PARTIES

9.1 This Agreement does not appoint any party to serve or act as the agent of any other or create a partnership, joint venture or similar relationship between or among the parties, and no party shall have the power to obligate or bind the other party in any manner.

10 NO RESIDUAL VALUE

10.1 The parties hereby expressly agree that there is no "residual value" implied and no other exclusivity or benefits accrue to CITY or The Spring Games from this agreement other than as set forth by the terms of this agreement.

11 SEVERABILITY

11.1 The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, or render other provisions unenforceable and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted, insofar as the primary purpose of this Agreement is not impeded.

12 ENTIRE AGREEMENT

12.1 This agreement constitutes the entire agreement between the parties, whether written or oral. No waiver, change or modification of this agreement and its terms will bind the parties unless it is in writing and signed by both parties. Failure of CITY or The Spring Games to enforce any of the provisions herein shall not be construed as a general waiver of such rights. A waiver by either party of a default shall not be construed as a continuing waiver or as a waiver in other instances. All Exhibits referred to herein are attached and shall be part of this Agreement.

13 GOVERNING LAW AND JURISDICTION

13.1 This agreement and all matters or issues collateral thereof shall be construed and interpreted in accordance with the laws of the State of Florida. The parties agree that jurisdiction for any legal action initiated to determine rights or remedies under this agreement shall be in an appropriate court of the State of Florida. Venue shall be in Pinellas County, Florida. In addition to any other relief to which a party may be entitled to by this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs incurred in any arbitration or litigation arising from this Agreement.

THE SPRING GAMES, LLC
By: _____
Name: _____
Title: _____
Date: _____

CITY
City Of Madeira Beach
By: _____
Jim Rostek, Mayor
By: _____
Robin Gomez, City Manager

APPROVED AS TO FORM:

By: _____
Thomas J. Trask, City Attorney, B.C.S.

ATTEST:

By: _____
Clara Vanblargen, City Clerk

EXHIBIT 1
THE SPRING GAMES RESPONSIBILITIES

1. Market and publicize the event throughout the NCAA Softball community and encourage as many athletes, teams, coaches, and spectators as possible to attend the Event.
2. Establish event schedule. Ensure the schedule is consistent with field availability as defined by the CITY.
3. Provide and pay all event officials including umpires, scorekeepers, and ticket gates staffing.
4. Provide event audio/video web casting if possible.
5. Solicitate local media outlets to provide coverage for the EVENT.
6. Provide the CITY with video web casting logins to ensure staff is able to monitor games and maintain staff awareness for field changes and maintenance.
7. Provide all event signage for The Spring Games Sponsors. Banners and other signage may be placed on fences near the entrance of R.O.C. Park as well as the fenced area surrounding the tennis and basketball courts.
8. Provide event page on The Spring Games website.
9. Officially sanction the event according to necessary NCAA sanctioning standards including but not limited to proper officials, rules, and guidelines. Communicate all facility related guidelines to the CITY.
10. Provide athletic trainer and necessary supplies, to meet the needs of the participants in the Event.
11. Adhere to Thorguard Lightning System standards. Operational standards listed in EXHIBIT 4.
12. Provide Event posters, flyers, and other event related collateral to the CITY for local marketing distribution.
13. Provide digital graphics, imagery, etc for the CITY website and social media marketing.
14. Provide staff member to greet teams upon arrival to the facility. This includes but is not limited to scheduled games and practices at the site.

EXHIBIT 2
CITY'S RESPONSIBILITIES

1. Organize and maintain the spectator, parking, competition, and park areas as well as ensure that these areas are free of debris throughout the duration of the Event.
2. Provide suitable parking areas for officials, participants, and spectators. Ensure areas are marked to give a general understanding of where vehicles can and cannot be parked.
3. Provide adequate space for suitable handicap parking.
4. Provide a secured (barricaded) event area for paid entry/ticket operations.
5. Provide restrooms for officials, participants, and spectators. Restrooms required in addition to the existing on site facilities shall be added at the request of The Spring Games and cost of said restrooms will be split 50/50 with the CITY.
6. Have field conditioning supplies and tools available for necessary field maintenance in the event of inclement weather. The CITY maintains final decision on any adjustments made to the playing surface to make the competition site safe and playable.
7. Provide trash removal each day of the event and amply trash receptacles placed throughout the venue.
8. Ensure necessary staffing requirements for proper maintenance of the competition areas, spectator areas, and any other areas that may need attention.
9. Provide bleacher seating for spectators around each of the three competition sites. Seating required in addition to the existing on site bleachers may be added at the request of The Spring Games and cost of said bleacher seating will be split 50/50 with the CITY.
10. Groom athletic fields to ensure that they are competition ready before and between each game.
11. Provide a barrier between the spectators and the athletics fields.
12. Provide an overall site plan illustrating the complete site with dimensions or drawn to scale.
13. Provide parking for team vans and buses throughout the Event. Parking shall be provided at no charge for said vehicles.
14. Provide a 10x10 tent, 8ft table, and chairs behind each of the athletic fields for the score keepers and team support staff.
15. Provide field availability matrix for The Spring Games inclusive of field availability for games and practices.

EXHIBIT 3
SPONSOR PROGRAM

CITY SPONSORS

- 1) The CITY operates an annual sponsorship program for the Madeira Beach Recreation department.
- 2) CITY Sponsors are recognized on the outfield fence of each of the three (3) athletic fields as well as each of the backstops located between the dugouts on each of the three (3) athletic fields.
- 3) CITY sponsors banners and signage shall not be removed or covered for reason unless they affect playability or player safety.

THE SPRING GAMES Sponsors

- 1) THE SPRING GAMES reserves the right to operate an ongoing sponsorship program for the Event.
- 2) Event sponsors may be recognized by signage or banner on fence areas outside of those listed above. Banners and/or signage shall not interfere with view of the competition site.
- 3) Event sponsors may attend the Event for promotion related activities. Each sponsor shall be placed at the Event based on space availability and by written request from The Spring Games to the CITY.

EXHIBIT 4
MEDICAL PROGRAM

The CITY is responsible for providing the following for the EVENT.

- 1) 10x10 Tent for athletic trainers.
- 2) Access to Ice for player injury and first aid needs.
- 3) Access to AED (Located in the Concession Stand on site).
- 4) Access to Thorguard Lightning Prediction system website specific to Madeira Beach.

The Spring Games is responsible for providing the following for the EVENT.

- 1) A certified athletic trainer shall be onsite for all hours of the EVENT. This person shall be responsible for needs required by the athletes and coaches taking part in the EVENT.
- 2) Adherence to warning notifications provided by the Thorguard Lightning Prediction System. Thorguard shall be the minimum operating standard for the EVENT. The SPRING GAMES and its officials reserve the right to follow elevated standards regarding lightning and inclement weather. Participants, Coaches, Officials, and the CITY shall be notified of these standards, in writing, prior to the EVENT.

Additional information:

Any emergencies in excess to items listed above shall be handled by calling 911.

**EXHIBIT 5
FEE SCHEDULE**

Fees will be applied for use of the facility by The Spring Games for the Event. Fees levied shall reflect occurrence of the descriptions listed below.

<u>NAME</u>	<u>DESCRIPTION</u>	<u>FEE</u>
Field Prep and Lining	Dragging, lining, and preparation of athletic field before each game. Applied per game.	\$45.00
Hourly Field Rental	Hourly rental of Athletic Field. Applied each hour field is used.	\$25.00
Staff Fee	Hourly fee per staff member on site for event.	\$25.00
Field Light Fee	Hourly fee per field for field lighting.	\$15.00
Umpire Room	Daily fee for use of room for umpires.	\$100.00
On Site Storage	Daily fee for use of concession closet for event related storage.	\$50.00
Dugout Water	Fee per field to provide ice water to each dugout.	\$10.00
Cleaning Fee	Fee per hour of Event. Covers tipping fees of trash cans and supplies needed to keep facility clean.	\$25.00
Facility Rental Deposit	Non-Refundable deposit for each weekend of competition. Amount will be applied toward overall balance once event takes place. If the Event is cancelled, The Spring Games shall forfeit the deposit.	\$1,000.00
Port-O-Let Fee	Fee for rental of port-o-lets, in addition to existing on site restrooms, if requested by The Spring Games. CITY shall solicit three (3) bids and secure additional restrooms upon mutual agree of expense.	Split 50/50