



TOWN OF MICANOPY PROPERTY USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day _____, 2025, by and between the TOWN OF MICANOPY, a municipal subdivision of the State of Florida corporation (the "TOWN") and THE MICANOPY ATHLETIC ASSOCIATION (the "LICENSEE").

THE TOWN HEREBY GRANTS to LICENSEE permission to use that certain real property in the TOWN described as ("the Site") located and described as the Micanopy Ball Park upon the terms and conditions of this agreement, which are:

1. LIMITED USE OF THE SITE/REQUIREMENTS.

a. LICENSEE shall be entitled to the use of the recreational complex upon the pre-approved schedule (as referenced below) and storage building.

b. LICENSEE shall use the Site for the purpose of recreational sports where the possession, consumption, and sale of alcoholic beverages are not authorized.

c. LICENSEE shall provide a copy of its organizational bylaws, which shall be attached hereto as Exhibit A. Groups such as Pop Warner and Babe Ruth shall operate under the LICENSEE so long as such group is approved by LICENSEE. Upon approval by LICENSEE, the group shall and follow the LICENSEE'S bylaws and regulations.

e. The TOWN shall have no financial obligation to support the operations of the LICENSEE in connection with this Agreement or otherwise.

2. TERM. The LICENSEE shall be entitled to use the Site and Parking Lot for a period of one (1) year, **March 1, 2025** through **February 28, 2026**. All times not previously scheduled by LICENSEE shall be subject to use by the general public or alternative groups reserving the Park. The TOWN will work with LICENSEE in coordinating events and use by the public and alternative groups. The ballpark shall remain open to the public within normal operating hours when not in scheduled use by LICENSEE or other reserved groups.

3. COST OF USE. The LICENSEE shall not be permitted to charge any person an entry fee onto the Site.

3.4. ACCEPTANCE OF SITE. LICENSEE represents and warrants that it has inspected or caused to be inspected the Site and Parking Lot, including all facilities, restrooms, utilities, and improvements thereon, and that they are acceptable "as is" and appropriate. The TOWN shall take photographs of the Site, Concessions Stand, and Parking Lot prior to the LICENSEE taking possession of the Site and shall provide a copy of the same to LICENSEE upon request. Any maintenance necessary for LICENSEE's use of the ballpark shall be the sole

responsibility of the LICENSEE. Any cleanup costs associated with LICENSEE's use of the park shall be the sole responsibility of the LICENSEE.

- 4.5. UTILITIES/WASTE. LICENSEE shall pay \$1,200 annually to the TOWN for electric costs and utilities associated with operating the facility at a rate of \$100 per month, which is due and payable to the TOWN on or before the 1st day of each month. LICENSEE shall pay all costs of solid waste and hazardous disposal costs for waste generated on or within the Site and Parking Lot during the Term as a result of LICENSEE's use that exceed the TOWN's normal monthly costs.
- 5.6. ALTERATIONS, ADDITIONS, IMPROVEMENTS. No permanent alterations, additions, or improvements shall be made to the Site and Parking Lot without prior written consent of the TOWN, which may be granted or withheld at the TOWN's sole discretion.
- 6.7. REPAIRS, MAINTENANCE, AND CLEAN-UP. LICENSEE shall be responsible for maintaining clean restrooms and providing necessary supplies when utilizing the facility. LICENSEE shall also at its sole expense keep and maintain in good repair the Site and Parking Lot during the Term. Any cleanup costs associated with LICENSEE's use shall be the sole responsibility of LICENSEE.
- 7.8. CONDITIONS AND VACATION OF SITE. LICENSEE shall neither commit nor permit waste of the Site and Parking Lot. At the termination of this Agreement, LICENSEE shall vacate and return the Site and Parking Lot to the TOWN in the same or better condition as received.
- 8.9. COMPLIANCE WITH LAWS. LICENSEE shall comply and cause its employees, agents, and subcontractors to comply with all laws, ordinances, and regulations applicable to the occupation, use, or maintenance of the Site and Parking Lot.
- 9.10. RIGHT OF ENTRANCE. The TOWN shall have the right to enter the Site and Parking Lot at all times during the Term and shall have free access at all times to all spaces occupied by the LICENSEE, its employees, agents, and subcontractors.
11. INSURANCE AND INDEMNIFICATION. LICENSEE shall at its expense maintain insurance and indemnify the TOWN as outlined in the original agreement.

- a. LICENSEE shall at its expense maintain in force during the Term a comprehensive public liability coverage insuring LICENSEE against liability arising from LICENSEE's occupation, use or maintenance of the Site and Parking Lot. LICENSEE's coverage shall be in the amount of \$1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than \$3,000,000 for property damage and bodily injury to or death of more than one person in any one accident or occurrence. All such insurance shall name the TOWN, its officers and agents as additional insured's.
- b. TOWN shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any TOWN owned improvements on the Site and Parking Lot as the TOWN may desire.
- c. LICENSEE shall at its option and expense maintain in force during the Term such Fire, casualty and extended coverage insurance on LICENSEE's personal property located on the Site and Parking Lot, including trade fixtures, equipment, machinery, inventory or other personal property

belonging to or in custody of LICENSEE, and all such policies shall waive any right of subrogation against the TOWN.

- d. All coverage maintained by LICENSEE pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the State of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the TOWN and in form and substance reasonably satisfactory to the TOWN, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days prior written notice to the TOWN.
- e. Not less than twenty (20) days prior to the Term, and thereafter upon the written request of the TOWN, LICENSEE shall furnish such certificates of coverage and certified copies of policies pursuant to Subparagraph (a) or as soon as possible.
- f. LICENSEE shall indemnify and hold harmless and defend the TOWN and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site and Parking Lot by LICENSEE or anyone claiming by, or through or under LICENSEE; or (ii) the breach of any LICENSEE's representations, warranties, covenants or agreements hereunder, including any Damages arising solely from the negligence or willful misconduct of the TOWN. The covenants contained in this paragraph shall survive the termination of this Agreement.
- a.g. If any third-party claim is made against the TOWN that, if sustained, would give rise to indemnification liability of the LICENSEE under this Agreement, the TOWN shall promptly cause notice of claim to be delivered to the LICENSEE and shall afford the LICENSEE and its counsel, at the LICENSEE's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement

12. PUBLIC RECORDS: LICENSEE shall comply with the Florida Public Records Law, to the extent applicable.

- a. During the term of this Contract, the LICENSEE shall comply with the Florida Public Records Law, to the extent such law is applicable to the LICENSEE. If Section 119.0701, Florida Statutes is applicable, the LICENSEE shall do the following: (1) Keep and maintain public records required by the Town to perform this service; (2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the Town; (4) Upon completion of the contract, LICENSEE will transfer, at no cost, all public records to the Town, or keep and maintain public records required by the Town to perform the service. If the LICENSEE

transfers to the Town all public records upon completion of the contract, the LICENSEE shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

- b. The LICENSEE shall keep and make available to the Town for inspection and copying, upon written request by the Town, all records in the LICENSEE's possession relating to this Agreement. Any document submitted to the Town may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the LICENSEE's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
- c. During the term of this Contract, the LICENSEE may claim that some or all of the LICENSEE's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the LICENSEE in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The LICENSEE shall clearly identify and mark Confidential Information as "Confidential Information" and the Town shall use its best efforts to maintain the confidentiality of the information properly identified by the LICENSEE as "Confidential Information."
- d. The City shall promptly notify the LICENSEE in writing of any request received by the Town for disclosure of the LICENSEE's Confidential Information and the LICENSEE may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The LICENSEE shall protect, defend, indemnify, and hold the Town, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The LICENSEEs shall investigate, handle, respond to, and defend, using counsel chosen by the Town, at the LICENSEE's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The LICENSEE shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Contract, the provisions of this section shall continue to survive. The LICENSEE releases the Town from all claims and damages related to any disclosure of documents by the Town.
- e. If the LICENSEE refuses to perform its duties under this section within 14 calendar days of notification by the Town that a demand has been made to disclose the LICENSEE's Confidential Information, then the LICENSEE waives its claim that any information is Confidential Information

and releases the Town from claims or damages related to the subsequent disclosure by the Town.

- f. A request to inspect or copy public records relating to this Agreement must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the LICENSEE of the request, and the LICENSEE must provide the records to the Town or allow the records to be inspected or copied within a reasonable time.
- g. If the LICENSEE fails to comply with the Public Records Law, the LICENSEE shall be deemed to have breached a material provision of this Contract and the Town shall enforce this Contract and the LICENSEE may be subject to penalties pursuant to Chapter 119.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-466-3121, OR TOWNhall@micanopyTOWN.com OR P.O. BOX 137, MICANOPY, FLORIDA 32667.

~~10-13.~~ ATTORNEY'S FEES. In the event of any litigation, the prevailing party shall be entitled to reasonable attorney's fees and court costs at trial and appellate levels and at Mediation.

~~11-14.~~ TIME. Time is of the essence in the Agreement.

~~12-15.~~ REMEDIES. Failure to cure a breach of a material term hereunder within four (4) hours of LICENSEE's receipt of written notice thereof shall entitle the TOWN to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida. Venue shall be in Alachua County, Florida.

~~13-16.~~ ASSIGNMENT. This Agreement is not assignable.

~~14-17.~~ SEVERABILITY. If any provision of this Agreement is held invalid, it shall not affect the validity of the remaining provisions.

~~15-18.~~ MODIFICATIONS. No modifications shall be effective unless in writing and executed by the TOWN and LICENSEE.

~~16-19.~~ WAIVER. Failure to enforce any provision shall not be deemed a waiver of the provision or modification of this Agreement.

~~17-20.~~ ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed in the presence of: LICENSEE:

Print Name:

Print Name By:

For the TOWN OF MICANOPY

Jiana Williams, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____.

() who is personally known to me.

() who produced _____ as identification.

Signature of Notary Public

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, on behalf of TOWN OF MICANOPY.

() who is personally known to me.

() who produced _____ as identification.

Signature of Notary Public