



**SUBLICENSE AGREEMENT TO USE
SARASOTA MAJOR/MINOR LEAGUE PROPERTY
2013 - 1**

This Sub-License Agreement (this "Agreement"), made and entered into this ____ day of _____, 2013 by and between the Baltimore Orioles Limited Partnership, as Party of the First Part, hereinafter called the Licensor, and

Name: Sarasota County School Board (Booker High School)

Address: 3201 North Orange Avenue
Sarasota, FL 34234

Phone:

E-mail:

Facsimile:

As Party of the Second Part, hereinafter called Licensee. The Licensor and the Licensee may be referred to herein as a "party" and collectively, as the "parties."

WHEREAS, Baltimore Orioles Limited Partnership has the use and possession for all lawful purposes of the property and all facilities located at 12th Street and Tuttle which has historically been used as a Major League Spring Training facility including the stadium known as "Ed Smith Stadium", as well as practice fields, training facilities and adjacent areas, as well as certain property at Twin Lakes Park containing the Buck O'Neil Baseball Complex consisting of +/- 36 acres of real property (hereinafter collectively referred to as "the Property");

WHEREAS, the Baltimore Orioles Limited Partnership ("BOLP" or "Licensor") is authorized in its discretion to permit events to be conducted on the Property;

WHEREAS, Licensee desires to conduct an event, as further described herein below at the Property.

WITNESSETH

Now, Therefore, in consideration of the covenants and agreements herein expressed, and of the faithful performance of all such covenants and agreements, the parties agree as follows:

1. License to Use:

- A. Subject to the terms and conditions of this Agreement, the Licensor does hereby grant a limited, revocable, non-transferable, license to the Licensee to use, and the Licensee does hereby accept such limited, revocable, non-transferable, license to use, as Licensee, the following facility(s) (portions of the Property) (the "Facilities") as is:

(Check all Applicable)

- | | |
|--|---|
| A. Ed Smith Stadium
1. Fields
a. Main Stadium Field <u> X </u>
b. Practice Field 1 <u> X </u>
c. Practice Field 2 <u> </u>
d. Practice Field 3 <u> </u>
e. Practice Field 4 <u> </u>
2. Visitor Clubhouse <u> </u>
3. Umpire's Room <u> </u>
4. 3 rd Floor Meeting Room <u> </u>
5. 3 rd Base Lounge <u> </u>
6. Café 54 <u> </u>
7. Left Field Pavilion <u> </u>
8. Suites <u> </u>
a. Home Plate <u> </u>
b. World Series 66 <u> </u>
c. World Series 70 <u> </u>
d. World Series 83 <u> </u>
9. Scoreboard <u> </u>
10. P.A. System <u> </u>
11. Videoboard <u> </u>
12. AV System <u> </u> | B. Parking Lots
1. North Lot <u> </u>
2. East Lot <u> X </u>
3. VIP Lot <u> </u>
4. Clubhouse Lot <u> </u>

C. Buck O'Neil Baseball Complex
1. Fields
a. Field 1 <u> </u>
b. Field 2 <u> X </u>
c. Field 3 <u> </u>
d. Field 4 <u> </u>
e. Field 5 <u> </u>
2. Umpire's Room <u> </u>
3. Batting Cages <u> </u>
a. Indoor <u> </u>
b. Outdoor <u> </u>
4. Clubhouse <u> </u>
5. Cafeteria <u> </u>
6. Office Space <u> </u>
7. Parking <u> </u>
a. Adjacent to Field 5 <u> </u>
b. Clubhouse Lot <u> X </u> |
|--|---|

To be used for the purpose of Booker High School Games and for no other
(Name of Event or Festival)
purpose whatsoever, without the written consent of the Licensor endorsed on this license, for the
following dates and times:

- Set Up: Date(s): 2/26/13, 3/4/13, 3/6/13, 3/12/13, 4/2/13, 4/5/13,
4/9/13, 4/10/13, 4/15/13, 4/16/13
- Time(s): 3 p.m. – 4 p.m.
- Event: Date(s): 2/26/13, 3/4/13, 3/6/13, 3/12/13, 4/2/13, 4/5/13,
4/9/13, 4/10/13, 4/15/13, 4/16/13
- Time(s): 4 p.m. – 7 p.m.
- Tear Down: Date(s): 2/26/13, 3/4/13, 3/6/13, 3/12/13, 4/2/13, 4/5/13,
4/9/13, 4/10/13, 4/15/13, 4/16/13
- Time(s): 7 p.m. – 8 p.m.

- February and March dates to be played on BOBC Field #2 ONLY.
- April 2 and April 5 to be played on Main Field ONLY.
- Remaining April dates to be played on ESS Backfield #1 ONLY.

Use of facility on dates and/or times other than those noted above must be approved by Licensor. Request must be received in writing at least 48 hours in advance of added usage to tchapman@orioles.com. If approved, an addendum page will be added to Sublicense Agreement with all terms and conditions of said Agreement remaining in full force and effect.

- B. Licensee shall relinquish all use and remove all items caused by Licensee to be used or stored on the Facilities on or before the tear down date, and completely restore the Facilities no later than twenty-four (24) hours after the tear down date and time. In the event Licensee fails to so remove any property from the Facilities and the property of the Licensee or any third party is removed or disposed by the Licensor, all costs of removal, disposal or storage shall be at the sole expense and liability of the Licensee. Licensee waives all claims, including for damages or destruction, of and to such property and agrees to indemnify and hold harmless the Licensor and BOLP from all losses, liability, or claims of any third parties.
- C. This license is non-exclusive. Licensee understands and agrees that during the terms of this license, other events, attractions, conventions and expositions may be held in other parts of the Property and Facilities during the dates and times of this license, even though they may cause inconvenience to Licensee. Licensor will make every effort to minimize impact on Licensee's events or operations. Licensee agrees that during the dates and times of this license it will operate its event, attraction, convention or exposition as a self-contained unit within the Property and will not suffer or permit its agents, employees, licensees, tenants, visitors or others using the Property to enter upon events, attractions, conventions or expositions held in other portions of the licensed Property and that Licensor may require Licensee to employ guards or security necessary in its judgment to effectuate this provision.
- D. Licensee acknowledges and agrees that Licensor shall have the right, without any liability therefore, to modify or reschedule the dates and times of the use of the Facilities contained in this license or may terminate this license and Agreement in the event that the Licensor determines that (i) the use of the Facilities, as set forth in this license, would interfere with BOLP's activities or (ii) weather or other conditions would adversely impact the condition of any playing fields included as part of the Facilities in this license. Licensee hereby waives any claim for damages or compensation should this license and Agreement be modified, the dates and times rescheduled or the license and Agreement terminated, and in the event of a termination by the Licensor pursuant to this Section, all deposits are to be refunded to the Licensee.

2. Certain Responsibilities of Licensee:

- A. The Licensee agrees to pay the Licensor for the use of the Facility(s) and the rights contained in this Agreement as follows:
 - a) Promoter Fee: N/A
 - b) Fee for Use of Facilities: \$250.00 for Ed Smith Stadium Main Field Games
\$150.00 for all other games = \$1,700.00
(Includes prepping and lining of fields)
 - c) Electricity. Licensee will be permitted standard electrical hook-up to existing electrical outlets to facilitate sound or service catering needs. No alterations are to be made to stadium, and Licensee is liable for any costs incurred in repair or restoration of existing service resulting from said event.

Field lighting is not inclusive in this agreement; and full cost, including FP&L demand charge, will be paid by Licensee, if used.

- d) Addendum A, B, C, E and F: Licensee hereby agrees it shall be responsible to pay all amounts set forth in Addendum A, B, C, E and F, as applicable, and all costs and expenses incurred as a result thereof.
- e) Use of Licensor or BOLP Personnel and/or Equipment: In addition to any staffing for which the Licensee shall be responsible, should Licensee request the use of Licensor or BOLP Personnel and/or Equipment listed in Addendum D, Licensee shall be responsible to pay the amounts set forth therein and all costs and expenses incurred as a result thereof.
- f) Concession Services: See Addendum E.
- g) Payment shall be paid upon receipt of invoice. If tax-exempt, all documentation must be provided at time of payment.
- h) It is understood that the final confirmation of date and Facility use will not be confirmed until the fully executed Agreement has been received.

B. The following Addendum(s) are incorporated herein and made part hereof:

(Check all Applicable)

Cost Estimate Sheet for Reimbursable Expenses
Addendum (A)

Operational Requirements
Addendum (B)

Box Office
Addendum (C)

Personnel and Equipment
Addendum (D)

Concession Agreement with Licensee and Third-Party Vendor
Addendum (E)

Promoter Terms and Conditions
Addendum (F)

C. If Licensee fails to make any payment due pursuant to this Agreement within five (5) days of when due, Licensee shall pay, in addition to the overdue payment, an interest charge of 1 ½% per month on the outstanding balance due.

D. Licensee will be responsible for adhering to the permitted hours contained in Section 1. It will be at Licensor's discretion whether event can exceed hours stated in this Agreement. Regardless of whether Licensor permits an extension of the

event, Licensee shall not permit admission of the public after the originally scheduled time for conclusion of the event.

- E. It shall be the Licensee's obligation to procure and maintain all insurance necessary to conduct its event and as required in the Insurance Rider attached hereto and incorporated herein.
- F. Licensee shall comply with all laws and regulations of the United States, and of the State of Florida, all ordinances of the Sarasota County and the City of Sarasota, all rules and requirements of the Police, Fire Departments, or other municipal authorities, and any other applicable local laws, ordinances and regulations and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said Property during the terms of this license in violation of any such laws, ordinances, rules or requirements; and if the attention of said Licensee is called to any such violation on the part of the said Licensee, or any person employed by or admitted to the said Facilities by said Licensee, such Licensee will immediately desist from and correct the violation. Without limiting the foregoing, Licensee must adhere to all noise restrictions and laws governing the Property, and to the extent required by the City of Sarasota and Sarasota County, Licensee must utilize and pay for uniformed police, fire and emergency personnel in connection with its use and occupancy of the Facilities and comply with all Fire/EMS codes. Sarasota County EMS determines medical coverage required for said event and Licensee will be notified of requirement following submission or Facility Usage Application. It is the obligation of Licensee to provide Licensor written notification of compliance at least ten (10) days before the event, to include copies of licenses/certification to be attached hereto.
- G. Maximum attendance: Sarasota County and/or the City of Sarasota or other public official with jurisdiction may establish the maximum number of persons which may be admitted to Licensee's event. Licensee shall be obligated to procure the attendance/occupancy limit from the public authority with jurisdiction, and will provide Licensor with written notification of the established limit not later than N/A Licensee shall not sell or otherwise issue tickets, or permit entrance to the event in excess of the attendance/occupancy limit.
- H. Licensee shall be responsible to pay all federal, state, county and city taxes imposed in connection with its holding or exercise of privileges under this Agreement and further agrees to indemnify the Licensor and BOLP and each of their respective members, partners, officers, agents, employees, representatives and affiliates, for any failure to pay such taxes. The provisions of this Section shall survive the termination or expiration of this Agreement.
- I. Licensee shall be fully responsible for any license or license fees for all music and other performance rights imposed by ASCAP, BMI, and any other such organizations, during Licensee's use of facilities. Licensee warrants, on its own behalf and on behalf of any artist(s)/performer(s) or any other person authorized or permitted upon the Facilities that all material presented, heard, or shown has been duly licensed or authorized by the owners of any copyright or trademark interests. Licensee further warrants that payment arrangements have been made for any licensing or royalty fees chargeable or attributable to the event(s). Licensee shall indemnify and hold Licensor and BOLP and each of their respective members, partners, officers, agents, employees, representatives and affiliates, harmless for any claims arising out of or in any way connected with the unlawful or unauthorized use of music or performances, copyright or trademark interests or other intellectual

property. The provisions of this Section shall survive the expiration or termination of this Agreement.

- J. Licensee shall be responsible for all rental equipment, deliveries, inspections, and security of site while utilizing the Facilities. Any equipment or property rented on an overnight basis pursuant to an Addendum to this Agreement shall require that Licensee provide and incur the expense for overnight security. The Licensor and BOLP assume no responsibility for items or materials left unsecured while on licensed Facilities, the Property or surrounding properties. Use, placement and erection of all equipment shall be arranged with and subject to the approval of the Licensor prior to installation.
- K. In addition to any staffing requested by Licensee and reflected in Addendum D, Licensor shall require staffing and labor as in its judgment is required by the Licensee's activities, and the Licensee shall pay for all staffing, unless specifically waived in writing by the Licensor.
- L. **LICENSEE RESPONSIBLE FOR ALL DAMAGE, ALTERATION, REPAIR AND RESTORATION; LICENSEE RESPONSIBLE FOR O&M INCURRED BY LICENSOR AND/OR BOLP.** Notwithstanding anything contained herein to the contrary, Licensee shall be solely responsible for all damage, alteration, repair and restoration of the Facilities and the Property in connection with this Agreement. In particular, Licensee shall be responsible for all costs and expenses related to the restoration of the fields and Facilities (and Property) to the condition at the time prior to such licensed use, normal wear and tear accepted. To the extent that Licensor and/or BOLP incurs costs or expenses to repair or restore the Facilities and/or the Property as a direct result of the use of the Facilities and/or Property in connection with this Agreement, the Licensee shall reimburse the Licensor and BOLP, as appropriate, for such costs and expenses within ten (10) days of invoice by the Licensor.
- M. The Property is a non-smoking and tobacco-free facility. Smoking and tobacco use are prohibited in all areas of the Property and the Facilities with no exception. This includes, but is not limited to, all indoor and outdoor areas. For the avoidance of doubt, there are no designated tobacco use areas on the Property.

3. Other Provisions:

- A. The Licensee further represents that it has inspected the Facilities and that the same are in proper condition for the uses contemplated. All Facilities must be returned in same condition as prior to use, normal wear and tear accepted. If use includes the Major League Stadium, Licensor's and/or BOLP staff will be on site to facilitate event from set up through tear down at no expense to Licensee.
- B. If the Major League Stadium and Major League Field are included in the Facilities, and the Licensee retains Licensor's and/or BOLP personnel to operate the Scoreboard and/or Videoboard pursuant to an Addendum to this Agreement, then the Licensee shall have the right, in accordance with the terms and conditions contained in this Agreement, to determine the audio content of the AV Information System in the Major League Stadium and the Licensee may sell temporary event day only electronic message advertising on the Scoreboard/Videoboard content display in the Major League Stadium; provided however, that the Licensee may not sell any temporary event day electronic message advertising on the Videoboard

content display to any entity if the sale or content of such electronic advertising would cause the Licensor or BOLP to breach any exclusivity granted to a naming rights, presenting sponsor or any exclusive sponsor. Cost for Videoboard graphics is in addition to facility usage fee.

- C. If the Major League Stadium and Major League Field are included in the Facilities, the Licensee shall provide the Licensor with ten (10) prime location tickets [in groups of two (2) and four (4)] for each event free of charge and adequate, preferred parking for each such event.
- D. If the Licensee is only licensing the use of the main field of the Ed Smith Stadium for high school practices and games, the Licensee is authorized to display its logo and colors during high school practices, games and tournaments held on the main field of Ed Smith Stadium and shall have the right to display sponsor recognition signs along the foul line for such practices, games and tournaments; provided that any such sponsorship or signage does not conflict with an exclusive sponsorship of the Licensor or BOLP. The foregoing license is non-exclusive to the Licensee and the Licensor and/or BOLP retains the right to display, and to authorize others to display, sponsorships and signage for the Facilities, including the main field and the inside face of the outfield fence surrounding the main field. Licensee is not authorized to display sponsor recognition signs or other advertising on the Premises without the prior written consent of the Licensor. Licensee shall not cover, block or otherwise obscure existing signage at the Facilities without the prior written consent of the Licensor.
- E. If parking areas are included in the Facilities, Licensee to provide a parking operations site plan. Tailgating in the parking areas is not permitted, and Licensee will be responsible for enforcing this provision through designated security. Parking areas are to be used for parking of vehicles only and no other purpose, unless agreed to by Licensor. If applicable, Licensee will retain all parking revenue collected.
- F. No outside concessionaire or vendor is permitted on the Property or the Facilities, and Licensee is not permitted to sell goods (including, but not limited to programs, wares, novelties and other merchandise), services, food or beverages on the Property or the Facilities unless authorized by Licensor in writing. If Licensor authorizes Licensee to utilize an outside concessionaire or vendor on the Property or the Facilities, such authorization shall be in writing and executed by Licensor and attached hereto.
- G. If alcoholic beverages are to be sold or served on the Property or the Facilities, the following shall apply:
- A complete site layout indicating the areas where alcohol will be sold or served shall be provided to Licensor prior to set-up.
 - All members of the public must present proof of identification to be served alcohol.
 - All servers must be properly in-serviced on alcohol sales.
 - Children or anyone under the legal drinking age of 21 are not permitted in alcoholic beverage booths/sales areas.

-Licensee shall be responsible for supervising, managing and controlling the service, provision, storage, sale and consumption of alcoholic beverages on the Property and the Facilities.

-Licensee shall ensure that all activities, including the purchase, sale, dispensing or consumption, involving alcoholic beverages strictly comply with the laws and regulations of the City of Sarasota, Sarasota County and the State of Florida.

-Licensee or its licensed outside concessionaire contracting with the Licensee shall obtain all appropriate licenses or permits from the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation of the State of Florida ("ABT") required to permit the service, provision, storage, sale and consumption of alcoholic beverages on the Property and the Facilities during the duration of Licensee's licensed use hereunder.

-Licensee represents and warrants that it is fully aware of its obligations under all applicable laws and regulations governing alcoholic beverages on the Property and the Facilities and hereby acknowledges its obligation to the Licensor and Licensor's concessionaire, Camden Cotton Ball Company, to ensure compliance with all such applicable laws and regulations on the Property and Facilities during the duration of Licensee's licensed use.

-In addition to the indemnification provision(s) found elsewhere in this Agreement, Licensee shall indemnify, defend and hold harmless Licensor, BOLP's concessionaire (the Camden Cotton Ball Company), and each of their respective members, partners, officers, directors, agents, employees, representatives, affiliates, contractors or subcontractors (hereinafter individually and collectively referred to as "Indemnities"), from and against all claims, suits, actions, damages, liabilities, judgments, awards, obligation, damages, penalties, liens, charges, losses, costs or expenditures (including attorney's fees and expenses), or causes of action of any kind, which may be imposed upon, incurred by or be asserted against the Indemnities or arising out of or in any way connected to any act, error or omission of the Licensee, its partners, officers, directors, agents, employees, representatives, affiliates, contractors or subcontractors, members or guests, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, which may arise out of or be in any way connected with the provision, service, sale or consumption of alcoholic beverages on the Property or the Facilities or the Lessee's failure to comply with any federal, state or local statute, ordinance or regulation. The indemnity provided in this Section is part of the consideration upon which this Agreement is executed. The provisions of this Section shall survive the expiration or termination of this Agreement.

- H. No television, broadcasting, video or sound recording rights on or from the Property and/or the Facilities is granted to the Licensee by virtue of this Agreement, and all such rights shall be exclusive to the Licensor and BOLP. As part of its consideration for this Agreement, Licensee hereby grants the Licensor and BOLP a fully-paid, transferable, worldwide license to televise and broadcast and re-broadcast worldwide in perpetuity, the event(s) on and from the Facilities licensed under this Agreement, and all images, photographs, audio and audio/visual, video and sound recordings of the event(s) licensed under this Agreement.
- I. That the authorized representatives of the Licensor and BOLP may access and enter the licensed Facilities and Property at any given time to conduct BOLP business. If

credentials or passes are needed to enter restricted areas and move about event, Licensee must supply two days prior to start of setup to all Licensor/BOLP staff that require access to the event. Further, Licensor reserves the right, without any liability therefore, to, and to authorize others to, access and enter the Property and Facilities at any given time and to evacuate the Property and Facilities during any activity in progress where it is deemed necessary for the health, safety or welfare of the general public, patrons, or guests.

- J. That Licensor reserves the right through its representatives to eject any objectionable person or persons from said Property and Facilities, and upon the exercise of this authority through its representatives, agents, or Police Officers, the Licensee hereby waives any rights and all claims for damages against the Baltimore Orioles, Sarasota County, Florida, or any of their respective members, partners, officers, agents, employees, representatives and affiliates.
- K. Licensee guarantees the appearance of named performers advertised at the event(s) as specified. In the event an advertised performer must cancel, Licensee must place signs so indicating outside the Facilities at locations designated by Licensor, must make an official announcement before the start of the program, and must make a bona fide offer of refund to any ticket holder who requests refund. Licensee shall pay all refunds and expenses of refund arrangements.
- L. If the Licensee, being entitled to use of the Facilities hereunder, shall fail for any reason to use the Facilities, or any part thereof, no refund shall be made and the full amount of all use fees, and charges called for by this Agreement, including any disbursements or expenses incurred by Licensor in connection therewith, shall be payable by the Licensee to the Licensor, and Licensor shall be entitled to retain any deposits and security deposits as liquidated damages, and not by way of penalty.
- M. That in case of said Facilities, or any part thereof, shall be destroyed by fire, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this license by the Licensor impossible or impracticable, as determined by the Licensor, then and thereupon this license and Agreement shall terminate, and the Licensee shall pay use for said Facilities only up to the time of such termination, at any rate herein specified, and the said Licensee hereby waives any claim for damages or compensation should this license and Agreement be so terminated, or if the Property are so damaged as to render the fulfillment of this license impossible before Licensee has commenced use of the Facilities, then all advance use fees are to be refunded to the Licensee.
- N. Licensee understands and acknowledges that its right to use the Facilities set forth herein is as a Licensee and not a Tenant, and no leasehold or other right to possess the Facilities is created hereby.
- O. Licensee shall not discriminate in the use of the Facilities against any person because of race, creed, color, religion, sexual preference or national origin, gender, age, disability, or marital status.
- P. All children must be accompanied by a supervising adult (employees working the events and/or game participants are not considered supervising adults) and at no time will children be allowed on playing fields, dugouts, batting cages, or other restricted areas as determined by the sole discretion of Licensor. Dugouts and stands must be cleared no later than 15 minutes after the end of day's game(s)/event(s).

- Q. Animals are not allowed on the Property or the Facilities with the exception of service animals.**
- R. Licensee shall maintain a clear, unobstructed fire lane into the Facilities, and shall provide designated emergency exits from the Facilities in accordance with City of Sarasota Fire/Police rules and regulations and other applicable laws. Licensee will not permit chairs or obstacles in the passageways or fire exits in the Facilities and will keep all passageways and fire exits clear at all times. Licensee will further keep clear for public use all sidewalks, entries, passages, vestibules, and abutting streets and ways of access to public utilities of the Property and Facilities. The Licensee shall not permit the entrance doors or gates to be locked during any period when the public is allowed into the Facilities, unless otherwise agreed to by the Licensor. Licensor reserves the right to require the Licensee to open doors more than one hour prior to the event(s).**
- S. The Licensee agrees that it shall not stage any act or performance in which fire, flame or pyrotechnics is involved without first having obtained the prior written approval of the Licensor and all permits and licenses. Licensee further agrees that it will not use or bring any flammable, combustible or hazardous materials in, onto or about the Property and Facilities.**
- T. Licensee (as well as its exhibitors and vendors permitted in accordance with an exposition floor plan approved by Licensor) must dispose of waste in designated area. Licensee is responsible for providing all waste removal dumpsters and services.**
- U. Care of the Facilities: Without limiting any other provision in this Agreement:**
- a) Licensee shall not injure, nor mar, nor in any manner deface said Property or Facilities, and will not make, nor allow to be made any alterations of any kind therein without the Licensor's prior written permission. Licensee will not drive or permit to be driven nails, hooks, tacks, or screws into any part of any building or equipment contained therein.**
 - b) No signs or posters may be attached to painted or glass surfaces by any means, including duct tape or masking tape.**
 - c) No advertising or other matter shall be placed or posted in or about the Facilities or the Property without the Licensor's written approval.**
 - d) Licensee agrees to keep the Facilities clean and safe from damage by agents, employees, subcontractors, members or any third parties, including guests and patrons.**
 - e) Clean up of the Facility must be completed within twenty-four (24) hours of the final day of the event. If after twenty-four (24) hours the areas have not been cleaned to the satisfaction of Licensor, Licensor may hire a clean-up crew at Licensee's expense. If the invoice for the clean-up crew is in excess of the security deposit amount, the Licensor will bill the Licensee the remaining amount, for which Licensee shall pay the amount due within ten (10) business days of being invoiced.**

- V. No collections, whether for charity or otherwise, shall be made or attempted on the Property or the Facilities without the prior written consent of the Licensor.
- W. Licensee must provide adequate signage, to the reasonable satisfaction of Licensor and at locations approved by Licensor, directing public to the appropriate Facilities. Licensee must refer to the Facilities as Ed Smith Stadium & Buck O'Neil Baseball Complex in all advertising and signage. Except as specifically set forth in the preceding sentence regarding the reference to the Facilities, no advertising, marketing, promotion or signage may utilize any intellectual property of the Licensor or BOLP. The event described under Purposes in Section 1 shall not be presented by any name or description other than that hereinabove designated, nor shall Licensee use any name other than that stated in this license in the operation of the said event without the prior written consent of Licensor.
4. **Security Deposit:**
- A. Licensee shall provide Licensor with a security deposit (waived) in connection with this license to secure full performance of Licensee's obligations hereunder, reimbursement for damages to the Facilities, and incidental expenses. The security deposit shall be refundable after completion of Licensee's obligations hereunder, all clean-up requirements are met to Licensor's satisfaction and Licensor's determination that no damage has occurred to the Facilities or the Property, as further provided herein. This security deposit will be held by Licensor and/or deposited in a non-interest bearing account. The security deposit shall not be considered as a limitation upon the Licensor's damages.
- B. The security deposit (waived) shall be utilized by Licensor to cover any additional costs incurred by the Licensor as a result of this Agreement, including for damages occurring during set-up, the event, or tear down. A detailed damage and cost statement shall be issued to Licensee by Licensor within five (5) business days after final inspection of the licensed Facilities and Property by Licensor. All damage costs will be deducted from security deposit and shall be based on replacement and labor cost for the item(s) damaged. If costs are in excess of the security deposit, the Licensor will bill the Licensee the remaining amount, for which the Licensee shall pay the amount due within ten (10) business days.
- C. If a security deposit is not required, Licensee shall nonetheless remain liable for the costs and expenses set forth in this Agreement and will remit payment to the Licensor within ten (10) business days of being invoiced.
5. **Indemnification:** Licensee agrees to so conduct its activities and the activities of its agents, employees, subcontractors, members and guests upon the Property as not to endanger any person lawfully thereon. Licensee shall not engage in any act, promote or incite any behavior that results in damage or injury to or by guests and all persons admitted to the Facilities by consent of Licensee. Licensee shall indemnify, defend, and hold harmless the Licensor (BOLP), Licensor's concessionaire, Sarasota County and each of their respective members, partners, officers, agents, employees, representatives and affiliates, contractors or subcontractors (hereinafter individually and collectively referred to as "Indemnities") from and against all claims, suits, actions, damages, liabilities, judgments, awards, obligation, damages, penalties, liens, charges, losses, costs or expenditures (including attorney's fees and expenses), or causes of action of any kind, which may be imposed upon, incurred by or be asserted against the Indemnities or arising out of or in any way connected to (i) any breach of this Agreement by the Licensee, (ii)

any act, error or omission of Licensee, its partners, officers, directors, agents, employees, representatives, affiliates, contractors or subcontractors, vendors, attraction operators, members or guests, or (iii) the use or occupancy of the Property and/or the Facilities by Licensee, its partners, officers, directors, agents, employees, representatives, affiliates, subcontractors, vendors, attraction operators, members or guests. Licensee further agrees to waive all claims against the Licensor (BOLP), Sarasota County and each of their respective members, partners, officers, agents, employees, representatives and affiliates on account of any loss, damage or injury from whatever cause that may occur to it or its property in connection with the use or occupancy of the Facilities. The indemnity and waiver provided in this Section are part of the consideration upon which this Agreement is executed. The provisions of this Section shall survive the expiration or termination of this Agreement.

6. **License is Subordinate:** Licensee understands, acknowledges, and agrees that this License Agreement, and Licensee's right to use the Facilities on the Property is subject and subordinate to the terms and conditions of the Licensor's License with the BOLP and the Spring Training Facility Memorandum of Understanding between the BOLP, and that the said Spring Training Facility Memorandum of Understanding remains in full force and effect through the date(s) of Licensee's event. If for any reason the Licensor's rights to use the Facilities on the Property or the Spring Training Facility Memorandum of Understanding with Sarasota County are terminated, then, the license to use granted hereby shall likewise be terminated. In such event, Licensee agrees that the Licensor and the BOLP, and each of their respective members, partners, officers, agents, employees, representatives and affiliates, shall be held harmless, and is released from any claim, damage, cause of action, of whatever kind or nature; provided, however, that Licensee shall be entitled to the return of any fees paid in advance, as set forth in Section 2(A)(g).

7. **Termination or Cancellation:**
 - A. In addition to the Licensor's termination rights set forth in Sections 3(C) and 3(D) above, the Licensor shall have the right, without any liability therefore, to terminate this Agreement in its sole discretion, including the immediate right to terminate Licensee's right to use the Facilities, in the event (as reasonably determined by the Licensor) that:
 - a) Licensee fails to perform, or breaches any of the terms, conditions, or requirements of this Agreement or if the Licensor reasonably deems itself insecure because of the Licensee's apparent or actual inability to perform the Agreement; or
 - b) Licensor shall cease to license the property from BOLP or BOLP shall cease to manage the Property pursuant to the Spring Training Facility Memorandum of Understanding with Sarasota County, Florida; or
 - c) Acts of God, or unusual weather or other conditions render the Property or the Facilities unsafe or unfit for purposes of conducting the event or inadvisable, illegal or impossible for the Licensor or Licensee to perform its obligations hereunder.

Should the need to terminate the agreement under this subparagraph arise, Licensor shall use its best efforts to provide written notice to Licensee at least forty-eight (48) hours prior to the effective time of the termination.

- B. In the event that this Agreement is terminated prior to the event pursuant to Section 7.A. (b) or (c) above, Licensor shall refund the full amount of the deposits paid, less any expenses incurred by Licensor as of the date of termination. If the event has already commenced, then the refund will be on a pro rata basis, less expenses incurred by Licensor as of that time. Termination of this Agreement pursuant to paragraph 7.A. (a) shall not relieve Licensee of any liability or obligation which has accrued prior to the effective date of the termination, and Licensee shall not be entitled to a refund of any deposits or security deposit, all of which shall be paid to the Licensor as liquidated damages for the loss of use fees and other damages incurred by the Licensor. The parties agree that the damages for the Licensor's loss of use fees and other damages are difficult to ascertain or prove. The above set forth amount of liquidated damages is not a penalty, but is a reasonable forecast of the damages that would actually be suffered by the Licensor and just compensation for loss of use and fees. Moreover, Licensor's remedies in the event of a breach of this Agreement shall be cumulative, and retention of any deposit and security deposit shall not serve as a waiver, release, or accord and satisfaction of any other damages or relief which Licensor may be entitled to, including, but not limited to, the remainder of any other fees pursuant to this Agreement (including, but not limited to, the Use Fee in Section 2.A.(b) above).

8. Miscellaneous:

- A. **Assignment.** Licensee shall not subcontract, joint venture, or assign this license or Agreement, or any part thereof without the prior written consent of the Licensor, except that Licensee's holding events with arts, crafts, or other exhibitors may permit use by their exhibitors in accordance with an exposition floor plan approved by Licensor. Any assignment or transfer for which consent is required hereby and which is made without such consent shall be void.
- B. **Binding Agreement.** That all terms and conditions of this written Agreement shall be binding upon the parties, their heirs or representatives and permitted assigns. Except for the rights of the Licensor to modify this Agreement contained in Section 3(D) above, this Agreement cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized agent or agents of both parties to this Agreement.
- C. **Delay/Force Majeure.** Neither party hereto shall be deemed to be in default hereunder, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure of performance which occurs due to any war, flood, fire, hurricane, earthquake, civil disturbance, act of God or other event beyond such party's reasonable control, but only for so long as such Delay shall continue to prevent such performance.
- D. **Entire Agreement.** This Agreement shall become effective upon the execution of this Agreement by the parties hereto. This Agreement contains the entire understanding of the parties, and no prior discussions, negotiations, or representations shall have any force or effect unless set forth herein. Notwithstanding anything to the contrary herein, if this Agreement is not executed by Licensee by 2/1/13 and delivered to Licensor along with the deposits required hereby, this Agreement and any right to use the Facilities may be deemed by Licensor, in its sole discretion, null and void, ab initio. That any and all riders, exhibits and Addendum attached to this Agreement become part of said Agreement with the same force and effect as though written into the body thereof.

- E. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue for any dispute shall be in the state court of Sarasota County, Florida. In the event of litigation, the prevailing party shall be entitled to an award of its attorney's fees and costs, including appellate fees. Licensee further agrees to pay Licensor for the reasonable attorney's fees, which may be incurred by Licensor to collect any amounts due and payable from Licensee pursuant to this Agreement, regardless of whether a lawsuit is filed. In the event the parties are required for any reason to submit any dispute hereunder to trial, Licensee expressly agrees to waive the right to a jury trial, because the Licensee, who is represented by counsel, believes that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.
- F. **Headings; Singular/Plural.** The section and paragraph headings in this Agreement have been included for mere convenience of reference, and shall not be considered substantive parts of this Agreement in resolving any question or interpretation or construction. As the circumstances may require, the singular shall include the plural and vice versa.
- G. **Legal Review.** Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. The parties hereby acknowledge that this Agreement is the product of negotiation between the parties and/or their respective legal counsel and that no provision of this Agreement shall be construed against a party solely because that party or that party's counsel drafted such provision.
- H. **Licenses; Rules and Regulations.** Licensee shall be responsible to obtain any necessary licenses, approvals and/or requirements from Sarasota County and/or the City of Sarasota which may be necessary for Licensee's event(s), including any necessary applications with Sarasota County and/or the City of Sarasota Parks & Recreation Department. It is further agreed by Licensee that the Licensee will abide by all rules and regulations promulgated by the Licensor and/or BOLP in regard to the use of the Property.
- I. **Limitation of Liability; No Warranty.** IN NO EVENT SHALL LICENSOR OR BOLP BE LIABLE TO THE LICENSEE FOR ANY AMOUNT IN EXCESS OF THE FEES ACTUALLY PAID BY THE LICENSEE TO LICENSOR UNDER THIS AGREEMENT. IN NO EVENT SHALL LICENSOR (BOLP) OR SARASOTA COUNTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, INDEMNITY, OR OTHERWISE, EVEN IF LICENSOR OR BOLP HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LICENSEE HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE THE LICENSEE OF AN ADEQUATE REMEDY. CLAIMS FOR DAMAGES ARISING OUT OF THIS AGREEMENT MUST BE MADE BY THE LICENSEE WITHIN ONE YEAR OF THE INCIDENT TO WHICH THEY RELATE OR BE FOREVER BARRED. The provisions of this Section allocate the risks under this Agreement between Licensor and the Licensee and this Agreement and the pricing and other terms contained herein reflect the allocation of risk and limitation of liability specified herein. LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LICENSEE'S SOLE REMEDY FOR LICENSOR'S BREACH OF ANY OR ALL PROVISIONS, REPRESENTATIONS,

WARRANTIES AND COVENANTS IN THIS AGREEMENT IS AS SET FORTH IN THIS PARAGRAPH.

- J. Notices.** Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth immediately below the signature line hereto or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or three (3) days after sending if sent by certified or registered mail.
- K. No Waiver.** No waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies.
- L. Relationship of the Parties.** Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth in this Agreement. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
- M. Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.
- N. Survival.** All term, conditions and provisions of this Agreement which should by their nature survive the termination or expiration of this Agreement shall so survive, including, but not limited to Section 2(B).
- O. Time.** Time is of the essence with regard to Licensee's obligations under this Agreement.
- P. Use of Facilities.** Licensee shall not undertake or participate in any business, exhibit or activity on the Facilities other than herein specified.
- Q. Counterparts.** This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

[CONTINUED NEXT PAGE]

IN WITNESS WHEREOF, Licensor and Licensee execute this Agreement as follows:

LICENSEE

I hereby represent that I am authorized to execute this Agreement on behalf of the party named above.

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

Facsimile: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

Facsimile: _____

LICENSOR

Signature: _____

Name: David Rovine
Title: Baltimore Orioles

Date: _____

Address: 2700 12th Street
Sarasota, FL 34237

Telephone: (941) 893-6300
Facsimile: (941) 893-6377

DOCUMENT APPROVED FOR LEGAL CONTENT
February 7 20 *13*, BY
A. LAMAR MATTHEWS, JR
MATTHEWS, EASTMOORE, HARDY, CRAUWELS & GARCIA
ATTORNEYS FOR
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
SIGN: *BT*

INSURANCE RIDER

Sarasota – Ed Smith Stadium Insurance Requirements

Use: Premises Lease - temporary
Licensor: Baltimore Orioles Limited Partnership
Licensee: Licensee

The coverage required below will not be limited by any other provisions in the contract documents or elsewhere. Licensee must comply, and cause all agents, consultants, representatives and subcontractors of any tier to comply, with the following insurance requirements:

Minimum limits required:

General Liability:

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Damage to Premises Rented to You	\$500,000
Medical Expense Limit	\$5,000

ISO form CG 00 01 or equivalent
Aggregate limit to apply per location
Coverage must be on Occurrence form.
"Claims Made" is not acceptable.

Additional Insured Entities:

Baltimore Orioles Ltd. Partnership and Sarasota County Florida and related entities and their respective officers, directors and employees must be named as Additional Insured

Additional Insured Endorsement Form Required:

CG 20 11 01 96 (or equivalent)- Additional Insured-Managers or Lessors of Premises

Policy must not contain:

No other form is acceptable.
Exclusion for spectators
Exclusion for participants
Exclusion for Sexual Abuse of Molestation
Cross Liability limitation

Auto Liability:

Combined Single Limit
Includes Owned, Non-Owned & Hired Autos

ISO form CA 00 01 or equivalent
\$1,000,000

GarageKeepers Liability parking

Required if charging for parking or valet

\$ 100,000 Comprehensive & Collision
Deductibles not to exceed the following

\$ 500 Comprehensive
\$ 500 Collision

Workers Compensation:

Employers Liability Limits
Each Accident

Statutory Benefits for All Employees

\$1,000,000

By Disease - Policy Limit	\$1,000,000
By Disease - Each Employee	\$1,000,000
	Waiver of Subrogation endorsement in favor of Baltimore Orioles Ltd. Partnership and Sarasota County Florida and related entities and their respective officers, directors and employees.
Medical Malpractice:	If applicable
	To be carried by provider of first aid and other emergency medical services
Each Claim	\$1,000,000
Aggregate	\$2,000,000
Liquor Law Liability:	If applicable
Each Common Cause	\$5,000,000
Aggregate	\$5,000,000
	Aggregate limit to apply per location
Additional Insured	Baltimore Orioles Ltd. Partnership and Sarasota County Florida and related entities and their respective officers, directors and employees must be named as Additional Insured
Additional Insured Endorsement Form Required:	CG 20 11 01 96 (or equivalent)- Additional Insured-Managers or Lessors of Premises
Umbrella:	Coverage to be as broad as primary including Additional Insured's as required hereunder
Each Occurrence and in the Aggregate	\$1,000,000
Providing Coverage in Excess of:	
General Liability	
Auto Liability	
Employers Liability	
Liquor Law Liability (if applicable)	
Licensee's Property	Licensee shall insure own Personal Property and Business Income / Extra Expense exposure.
	Under no circumstances shall Baltimore Orioles Ltd. Partnership or Sarasota County Florida be liable for any loss or damage to any property or resultant loss of income or extra expenses.

ADDITIONAL REQUIREMENTS

1. All policies must be written with insurers maintaining an A.M. Best Rating of A IX or better and admitted in the State of Florida.
2. All coverage required in this contract must be primary and non-contributory to any insurance maintained by Baltimore Orioles Ltd. Partnership or Sarasota County Florida. "Primary and non-contributory" in this clause means that Licensee's policies must provide

coverage before any other applicable policy of insurance, deductible or self-insured retention program maintained by Baltimore Orioles Ltd. Partnership or Sarasota County Florida without seeking contribution from other insurance carried by Baltimore Orioles Ltd. Partnership or Sarasota County Florida and related entities and their respective officers, directors and employees.

3. No deductible or self-insured retention shall apply to any insurance required hereunder without the express written consent of Baltimore Orioles Ltd. Partnership. Should Baltimore Orioles Ltd. Partnership agree to a deductible or self-insured retention, Licensee agrees to be responsible for defense, including all claims and investigation expenses and any loss payments to the extent coverage would have been provided by the insurer had no deductible or self-insured retention applied to such insurance.
4. Each policy must be endorsed to require at least 30 days notice of cancellation (10 days for non-payment of premium) to Baltimore Orioles Ltd. Partnership. If, after reasonable effort, Licensee is unable to secure such endorsement, Licensee must provide Baltimore Orioles Ltd. Partnership written notice of any cancellation within 3 working days of any written or oral notice of such cancellation.
5. No policy shall contain terrorism exclusions or limitations unless such coverage is not made available by the insurance industry on reasonable, cost-effective terms and conditions as determined by the Orioles in their reasonable judgement.
6. Licensee waives all rights of recovery against Baltimore Orioles Ltd. Partnership and Sarasota County Florida to the extent of any insurance carried or required to be carried under this agreement. Policies of insurance must be endorsed, as needed, to provide such waivers. Such waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Such waiver shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured.
7. Neither failure to monitor compliance with these requirements nor failure to identify a deficiency from evidence provided will be considered a waiver of such requirements.
8. Failure to obtain and to keep in force any of the required insurance coverage shall be deemed to be sufficient cause for termination of this contract for default.
9. Licensee's liability shall not be limited to the limits of any required insurance.
10. Baltimore Orioles Ltd. Partnership shall not be liable for payment of any premiums under any required policies of insurance.
11. Baltimore Orioles Ltd. Partnership and Sarasota County Florida reserves the right to require complete copies of all required insurance policies at any time. If requested, copies must be furnished within 10 working days from the date of the request.
12. All subcontractors will be required to comply with the above requirements as well. However, limits required may be lower at the discretion of the Baltimore Orioles Ltd..
13. Licensee shall give prompt notice to Baltimore Orioles Ltd. Partnership and Sarasota County Florida in the event of any accident or occurrence on the premises or related in any way to this contract
14. Limits required may be purchased in any combination of primary and excess to achieve the required total limits.
15. Without limiting the foregoing, all Certificates of Insurance should include the following for the benefit of Sarasota County:

In the "Description of Operations/Special Provisions" section:

Sarasota County Government is named as an additional insured, as their interests may appear on all policies except Professional Liability and Workers'

Compensation. Waiver of subrogation in favor of Sarasota County Government on all policies except Professional Liability and Workers Compensation.

In the "Certificate Holder" section:

**Sarasota County Government
Attn: Risk Management
1660 Ringling Blvd., 3rd floor
Sarasota, FL 34236**

- 16. The Licensee is required to furnish to the Licensor no less than twenty (20) days prior to the date of performance the following documentation for both the Orioles and Sarasota County:**
- a. Certificates of Insurance evidencing above requirements**
 - b. Copy of Additional Insured endorsements**

**ADDENDUM B
OPERATIONAL REQUIREMENTS**

- For ESS Main Field games, Scoreboard and PA system will be made available for use; and, if utilized, Licensee must provide PA Announcer. Licensor will provide scoreboard operator as part of usage fee. All content will be subject to Licensor's approval.
- Orioles' concessionaire, Camden Cotton Ball, waives its rights to servicing said event. In lieu of a separate Concession Addendum, Licensor allows Licensee to provide on-site concessions. All cooking in stadium is to take place in the right field picnic area with POS (points of sale) allowable within the main seating bowl. Licensee is responsible for any permitting, licenses or sales tax, as required by law, and is also responsible for all clean-up of concessions, including any grease spills/food debris. Licensee is to retain all concessions revenue.
- Following each game, Licensee will be responsible for the collection of all debris within all dugouts to be bagged for collection by Stadium clean-up crew. This provision is separate from concessions clean-up.
- There will be no fee charged for parking and Licensee must adhere to use requirements denoted in section 3D. The requirement for parking site plan, noted in section 3E, is waived.
- Licensee must provide an on-site Event Supervisor for duration of usage hours – name and contact information provided to Licensor in advance of event usage date(s).
- An information hotline must be set up by Licensee for the public to receive ticket, directions and game information. This number must be on all advertising for the event. Licensee must be informed of this number prior to date of ticket sale.
- Sarasota County EMS is requiring, at minimum, a certified athletic trainer to be on site during entire usage hours. Failure to meet this requirement will result in the immediate termination of the event. Licensee must provide confirmation of this provision prior to the opening of the gates and furnish name and certification to Licensor to be attached hereto.
- Licensor's use of fields during Extended Spring Training overrides Licensee's use of fields. Licensor will make every attempt to meet scheduled gametimes; however, gametimes will be contingent upon daily completion of Licensor use.
- In the event of inclement weather, Licensee will be responsible for all charges associated with field materials needed to make field playable. Licensor shall have full authority to deem fields unplayable.
- The Insurance Rider section is modified as only General Liability, Workers Comp and the Umbrella section are required for this event.

Signed By:

Jane Goodwin, Sarasota County School Board Chairperson

Date

Signed By:

Lori White, Superintendent

Date

Signed By:

David Rovine, Baltimore Orioles

Date