

FLORAL PARK USE AGREEMENT

THIS Floral Park Use Agreement, hereinafter the "Agreement" is made and entered into this ____ day of _____ by and between Citrus County, Florida, a political subdivision of the State of Florida, hereinafter the "County", and Citrus County Chamber of Commerce, hereinafter the "Organizer."

WHEREAS, Organizer wishes to utilize the Floral Park located in Floral City, Citrus County, Florida, hereinafter the "County Park", as the site of the annual Strawberry Festival, hereinafter the "Event", on March 6th and 7th, 2021, and

WHEREAS, County has no objections to granting or authorizing the right to utilize the County Park for the functions normally associated with the Event, provided Organizer agrees to certain conditions as hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. County hereby agrees to allow Organizer to utilize the County Park for purposes normally associated with the Strawberry Festival, including displays, exhibits, sales of crafts and the like, vending and demonstrations, provided Organizer complies with the following conditions:

- a) **Pre-Event Meeting:** Organizer shall meet with the Grounds Maintenance Manager prior to the event to review event plans and address any concerns.
- b) **Access:** Organizer shall maintain access for persons with disabilities at all times in accordance with the Americans with Disabilities Act.
- c) **Conduct:** Organizer shall insure that all participants conduct themselves in a peaceful manner so as to not disturb the County Park users and expressly recognize the County's prohibition on pets in County parks.

- d) **Exclusive Use:** Organizer shall have the exclusive use of the County Park and may charge an admission fee for same, except that access to all courts and one picnic pavilion/rest room shall remain available to the public without charge during the duration of the Organizer's use of the County Park.
- e) **Security:** Organizer shall be responsible for all costs of security and will provide, at a minimum, three (3) law enforcement agency deputies to be on site throughout the duration of the Event. One (1) law enforcement agency deputy will need to remain at the alcohol sales truck while the truck is open for sales.
- f) **Sanitation:** Organizer shall provide additional portable sanitary facilities around the County Park as may be necessary, based upon the anticipated number of patrons and be responsible for the costs of same. Said facilities are to be removed within 24 hours of the Event conclusion.
- g) **Litter/Refuse:** Organizer shall provide a dumpster on site to accommodate litter/refuse generated by the Event and be responsible for costs of same. Organizer shall also police the County Park for litter and the like throughout the duration of the Event. The dumpster and trash generated by the Event must be removed from the park within 24 hours of the event conclusion.
- h) **Safety:**
 - 1. Organizer shall insure that no safety hazards are created within the County Park, either in booth setup or Event operations, and that all necessary permits are obtained for the Event, specifically, including those permits required for operating food and/or beverage concessions.
 - 2. Vehicles will be restricted to designated areas within the County Park. All necessary safety precautions will be taken to insure public safety and to reduce property damage. The playground is to be roped off in an acceptable manner so as to prohibit vehicular access.
 - 3. No signs or banners shall be placed in or about the County Park, except as specifically approved by the Parks and Recreation Director, Grounds Maintenance Manager or their designee(s).
 - 4. All established County Park rules and regulations shall be followed, per A.R. 12.03-6.
 - 5. Organizer shall provide all personnel necessary for directing vehicles to designated parking areas.

- i) **Traffic Control:** Organizer shall provide, in addition to those personnel required by Section 1(e) hereof, Citrus County Sheriff's deputies for the purposes of traffic control at the intersection of U.S. Highway 41 and Floral Park Drive, Floral Park Drive and South Parkside Avenue and at the Park entrance gate on US Highway 41 throughout the duration of the event.

- j) **Improvements:**
 - 1. Any improvements required to accommodate this Event will be made at the expense of the Organizer and constructed in such a fashion as to be permanent in nature.
 - 2. All improvements made or constructed by Organizer shall conform to all applicable laws, ordinances and codes.
 - 3. Prior to the commencement of construction or erection of any improvement, the approval of the Parks and Recreation Director shall be obtained.

- k) **Restoration of County Park:**
 - 1. Organizer, upon the termination of its use of the County Park, shall restore same to at least the condition of said Park immediately prior to Organizer's use, except as provided in this Agreement.
 - 2. Organizer, at the time of execution of this Agreement, shall submit a Five Hundred-Dollar (\$500.00) damage deposit, said deposit or a portion thereof may be refundable upon the recommendation of the Grounds Maintenance Manager.

- l) **Setup/Cleanup:** Organizer shall commence setup for the Event no earlier than 7:00 a.m., Wednesday, March 3, 2021, and conclude cleanup no later than 8:00 p.m., Monday, March 8, 2021.

- m) **Reimbursement for Utility Expense:** Organizer shall reimburse County the sum of Two Hundred Dollars and No Cents (\$200) for water and electric usage during the Event. The reimbursement sum, as provided herein, shall be remitted at the time of execution of this Agreement.

- n) **Minimum Insurance Requirements:** Organizer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Organizer, his agents, representatives, employees or vendors and exhibitors. The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Organizer against any loss

exposures, whether as a result of the project, event or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Organizer under this contract.

1. **Commercial General Liability:** Organizer must obtain an occurrence form policy in limits not less than \$1,000,000 each occurrence with a minimum aggregate of \$2,000,000, \$1,000,000 products / completed operations each occurrence, \$1,000,000 personal and advertising injury liability, \$50,000 fire damage liability and \$5,000 medical expense.
2. **Automobile Liability:** Organizer must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event the Organizer does not own vehicles, the Organizer shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
3. **Workers Compensation and Employer's Liability:** a) Organizer must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included. b) For any officer of an Organizer that has exempt status as an individual, the County requires proof of workers' compensation insurance coverage for that Organizer/employer/owner's employees. If the Organizer/employer/owner or individual has applied for a workers' compensation exemption, the County does not recognize this exemption to extend to the employees of the Organizer/employer/owner. c) The purpose of this section is to ensure that all Lessees, sub-Lessees, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of sub-Lessees, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.
4. **Other Insurance Provisions:** a) The Organizer shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under an "occurrence" form. b) The project's proposal number or event should be noted on the certificate. c) The Organizer has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-

insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, the Organizer shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention. (d) All required insurance policies must be maintained until the contract work or post event condition of the property has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled. e) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be **covered as an Additional Insured on all policies** except Workers Compensation, by organizer, vendor and exhibitors. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers. f) The Organizer's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Organizer's insurance and shall be noncontributory. g) **For all policies of insurance:** The Organizer, vendors and exhibitors and their insurance carrier, **waives all subrogation rights** against the County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage. h) **The Certificate Holder should read as follows:** *Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.* i) It is the Organizer's responsibility to insure that all vendors and exhibitors comply with these insurance requirements. Organizer shall include all vendors and exhibitors as insured under its policies or shall furnish separate certificates and endorsements for each vendor and exhibitor. All coverages for vendors and exhibitors shall be subject to all of the requirements stated herein. j) All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- or better. k) All Certificates must show that the Organizer's policies have been endorsed per the requirements. l) Once ALL paperwork is completed and received by the County, an email will be sent to Organizer requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is \$19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Organizer's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot

be mailed, emailed or faxed to the County. Organizer will not be allowed to occupy premises until registration is completed and a compliant Certificate of Insurance is received from Organizer's agent(s).

- o) **Indemnification:** Organizer, vendors and exhibitors shall indemnify, save and hold harmless County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent act of, or omission of, Organizer, its vendors and exhibitors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Organizer, vendors or exhibits, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Organizer shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Contractor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.
- p) **Alcohol:** Organizer shall produce and maintain during the duration of this Agreement, Liquor Liability Insurance at no less than the limit of One Million Dollars (\$1,000,000). The Organizer shall also provide a state issued permit to sell alcohol during the duration of this Agreement. The alcohol sales truck cannot be left unattended while on park property during the duration of this Agreement. Prior to the execution of this Agreement, the Organizer shall provide a Certificate of Insurance evidencing the above referenced coverage listing Citrus County, Florida, a political subdivision of the State of Florida as an additional insured and provide the State issued permit to sell alcohol.
- q) **Pony Rides:** Organizer shall be responsible for insuring that the pony rides are operated in a safe and proper manner. All animals are to be restricted to a controlled and supervised area at all times. During rides, the safety of the rider and all spectators is paramount. Ponies must be controlled by a handler at all times during rides.

Organizer further agrees to remove and properly dispose of all animal waste in a prompt and efficient manner.

- r) **Trees:** Organizer is aware of the trees within the Park. Therefore, the following conditions have been imposed:
1. Organizer agrees to replace any trees within the Park that are determined to have suffered irreparable damage as a direct result of this event.
 2. Organizer agrees to pay all costs associated with any necessary tree replacements.
 3. Organizer agrees that a 30-day monitoring period will be established upon the Events' conclusion to determine the extent of tree damage or death.
 4. In an effort to reduce possible tree damage, Organizer agrees to visibly identify and increase staff at all vehicular access areas approved for use as parking areas. Additionally, Organizer will visibly mark trees in or near access and parking areas to identify and prevent damage.
 5. Organizer agrees to restrict vehicles to pre-approved parking areas as established by the Division of Parks and Recreation.
- s) **Directional Signs:** Organizer agrees to erect signs for controlling traffic flow within the park. Exits and approved trail crossings are to be clearly identified.
- t) **Walking Trail:** All vehicles, including but not limited to, event staff, vendors and patrons are to cross the trail at the approved crossings only. Organizer shall prohibit vehicles from crossing in other locations or parking on the trail.
- u) **Post-Event Meeting:** Organizer shall meet with the Grounds Maintenance Manager or his designee within five (5) days of the event conclusion. The purpose of this meeting is to identify any problems and damages in an effort to initiate timely repairs, insure proper clean up and revise user guidelines as needed.

2. Notwithstanding, anything contained herein to the contrary;

- a. The Parks and Recreation Director may, in his/her sole discretion to advance the health, safety and welfare of the Citizens of Citrus County or when the Organizer violates any of the provisions of this Agreement, terminate the Organizer's right to use the County Park and Organizer shall vacate same upon four (4) hours notice from the Parks and Recreation Director. Organizer shall coordinate all promotional activities to be conducted at County Park by any of its participants with the Parks and Recreation Director who shall have the final say as to the appropriateness of these activities or individuals at the County Park.

- b. Organizer shall be responsible for all costs incurred by its use of the County Park and understand that the County will not be responsible for any costs of this promotion.
- c. Organizer will ensure that members, attendees and participants adhere to any Center for Disease Control and State of Florida Department of Health guidelines in effect at the time of the event.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be executed in duplicate on the day and year first above written.

ATTEST:

CITRUS COUNTY, FLORIDA

Angela Vick, Clerk

Scott E. Carnahan, Chairman
Citrus County Board of County
Commissioners

ATTEST:

CITRUS COUNTY CHAMBER OF
COMMERCE

Corrine Sachewicz
Witness

By: _____
Enka L. Corley
Printed Name

Corrine Sachewicz
Printed Name

Special Events Manager
Title

Arden L. Pruden
Witness

Arden L. Pruden
Printed Name

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of January, 2021 by Erin Costey as S.E.M. for Chambers of Commerce who is X personally known to me or who has produced _____ as identification.

Janet S Mayo

Notary Public-State of Florida
Printed Name: Janet S Mayo
Commission No: GG 924748
Expiration Date: 10-21-2023

