

HOST AGREEMENT
BETWEEN
CITY OF NORTH MIAMI
AND

FOR
USSSA BASKETBALL TOURNAMENTS

Basketball Tournaments for youth, 3rd grade -12th grade North Miami's Cagni
Park Gymnasium and Joe Celestin Center

Date(s): _____

CITY OF NORTH MIAMI
HOST AGREEMENT

THIS HOST AGREEMENT ("Agreement") is entered into by and between the City of North Miami, a Florida municipal corporation ("City"); and South Florida Youth Basketball Assoc. with a primary place of business located at _____ ("Event Provider"), for the use of the North Miami Joe Celestin Center and Cagni Park Gymnasium, located at 1525 NW 135 Street and 791 NE 135 Street North Miami, FL 33161 ("Facilities"). The City and Event Provider shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

WHEREAS, the Parties desire to host weekend youth basketball tournaments, as defined and described in the Facility Use Application ("Event"), attached hereto as "Attachment A" and made a part of this Agreement; and

WHEREAS, Event Provider desires to utilize the Facilities for hosting the Event, and the City is willing to allow such use based upon the terms and conditions provided for in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned covenant and agree as follows:

ARTICLE 1 - PURPOSE AND TERM

1.1 The purpose and scope of this Agreement shall be limited strictly to all functions and acts necessary for promoting and conducting the Event at the Joe Celestin Center and Cagni Park gymnasium, as further set forth in "Attachment A".

1.2 Nothing contained in this Agreement shall be deemed in any way or manner to prohibit or restrict the right, use, and enjoyment of the City to conduct any business or activity whatsoever without any obligation or accountability to Event Provider, if such business or activity directly or indirectly competes with the business or function of the Event Provider. Event Provider shall not have any rights by virtue of this Agreement or any relationship created by this Agreement in or to such other ventures by the City.

1.3 Unless otherwise agreed to in writing, all contracts necessary and directly related to the carrying on of the Event shall be pre-approved, in writing, and shall be legally binding on both Parties.

1.4 The term of the Agreement shall commence upon complete execution of the Agreement by both Parties, and shall end no later than 12:00 midnight on _____ 2014.

ARTICLE 2 - RIGHT OF TERMINATION

- 2.1 This Agreement may be terminated immediately by the City, with or without cause, upon ten (10) days written notice to Event Provider.
- 2.2 Event Provider may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the City.

ARTICLE 3 - EVENT PROVIDER RESPONSIBILITIES

- 3.1 The Event Provider shall have the right to manage and control the presentation of the Event. Furthermore, the Event Provider shall use its abilities and reasonable efforts to cause the Event to be carried out in a commercially reasonable manner.
- 3.2 The individual responsibilities of each Party related to the Event are set forth in the attached Event Obligation Sheet (attached hereto as "Attachment B").
- 3.3 Event Provider will comply with all applicable laws, rules and regulations with regard to its obligations under this Agreement.
- 3.4 The Event set forth in this Agreement is in addition to, and not in lieu of, any other event ~~being held in the Facilities, or in any way whatsoever related to, any compensation (including rent) to be paid or received by either Party pursuant to any other agreement.~~

ARTICLE 4 - INSURANCE REQUIREMENTS

- 4.1 To ensure Event Provider's indemnification obligation contained herein, Event Provider shall provide, pay for and maintain in full force at all times during the Term of this Agreement insurance coverage, including Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance.
- 4.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Article, and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Event Provider shall pay all deductible amounts, if any. Event Provider shall specifically protect the City by naming the City as additional insured under the Comprehensive General or Commercial Liability Insurance policies. Such Certificate of Insurance shall be attached hereto as "Attachment C", and made part of this Agreement.
- 4.3 The minimum insurance coverage shall include:
- 4.3.1 Worker's Compensation Insurance to apply to all employees in compliance with Chapter 440, Florida Statutes, Workers' Compensation Law of the State of Florida and all applicable federal laws;

4.3.2 Comprehensive or Commercial Liability Insurance with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and per \$2,000,000 aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, and must include: Premises and/or Operations, Independent Contractors, Broad Form Property Damage, Broad Form Contractual Coverage applicable to this specific Agreement, and Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

4.3.3 Business Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned vehicles, if applicable, Hired and non-owned vehicles, if applicable, and Employers' non-ownership, if applicable.

ARTICLE 5 - INDEPENDENT CONTRACTOR

5.1 The Parties herein are acting herein as independent contractors. Each is solely responsible for its own personnel, wages, federal, state and local income taxes, worker's compensation and travel related expenses. It is understood and agreed that no employee / employer relationship is created by this Agreement, and each is solely responsible for all wages, benefits and obligations of its own employees, agents, contractors and subcontractors.

ARTICLE 6 - INDEMNIFICATION

6.1 Event Provider shall indemnify, defend, save and hold harmless the City and the City's officers, officials, employees, agents, consultants and separate contractors or any of their subcontractors, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or related to, and/or resulting from performance of the Event. These indemnification obligations shall include claims, damages, losses or expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and/or (2) to the extent such claims, damages, losses or expenses are caused in whole or in part by negligent acts or omissions of the Event Provider, or anyone directly or indirectly employed by Event Provider.

6.2 Event Provider agrees to indemnify, defend, save and hold harmless the City, its officers, officials, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, officials, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation. Event Provider shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs. The City reserves the right to select its own

legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Event Provider.

6.3 Nothing contained in this Agreement is intended nor shall it be construed to waive the City's rights and immunities under common law or under Section 768.28, Florida Statutes, as amended from time to time.

ARTICLE 7 - FORCE MAJEURE

7.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 8 - NOTICE

8.1 All notices required by this Agreement shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

Event Provider: _South Florida Youth Basketball Assoc.
 Attn: _Ernest Sosa_____
 ____6955 W. Wedgwood Ave____
 _Davie FL. 3331_____
 Phone: (954) 559-2708__
 Fax: (____) ____-____
 Email: sfyba123@gmail_____

City: City of North Miami
 Attn: City Manager
 776 N.E.125th Street
 North Miami, Florida 33161

With a copy to: City of North Miami
 Attn: City Attorney
 776 N.E.125th Street
 North Miami, Florida 33161

8.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

8.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Event Provider, its employees and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the Parties hereto.

9.2 The risk of loss, injury or destruction of real or personal property shall be on Event Provider until completion of Event or termination of Agreement.

9.3 Event Provider warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

9.4 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

9.5 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, shall survive the Event and termination or completion of this Agreement.

9.6 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

9.7 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

9.8 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

9.9 The City reserves the right to audit the records of the Event Provider covered by this Agreement at any time, for a period of three years after the Event.

9.10 Services in conjunction with the Event shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

9.11 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

9.12 The Event services to be provided by Event Provider pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform similar services.

9.13 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

9.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

9.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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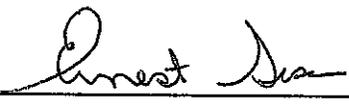
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST: South Florida Youth Basketball Assoc a Florida corporation:

Corporate Secretary or Witness:

"Event Provider":

By: 

By: 

Print Name: ALAIN LAROCHE

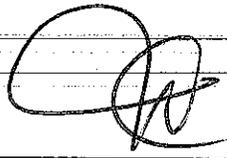
Print Name: Sosa Ernest

Date: 5/30/2014

Date: May 30 2014

ATTEST:

City of North Miami, a Florida municipal Corporation:
"City"

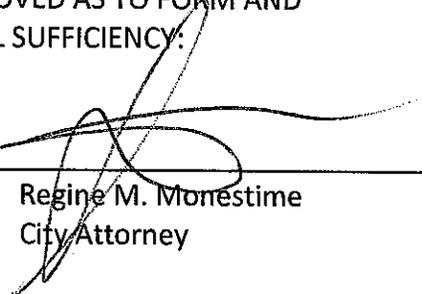
By: 

By: 

Michael A. Etienne
City Clerk

Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Regine M. Monestime
City Attorney

FACILITY USE APPLICATION
(Attachment A)

EVENT OBLIGATION SHEET
(Attachment B)

Event provider shall be responsible for each of the following items in connection with the Event:

- **SECURITY:** The Event Provider will provide security personnel to patron safety and security for Event , as needed
- **TEAM/ATHLETE REGISTRATIONS:** The Event provider will be the solely responsible for all team and athlete registrations. The Event Provider will charge \$_____ per team. Event Provider will retain all revenues from registrations.
- **EVENT STAFF/VOLUNTEERS:** The Event Provider will provide all staff/volunteers needed for the operations of the Event to include, but not limited to, Event director, Officials, etc.
- **EVENT SETUP:** Provide personnel prior to event that will coordinate with on-site venue staff to schedule the prepping of the North Miami Joe Celestin Center and Cagni Park gymnasium for the delivery the Event activities.
- **EQUIPMENT:** Any additional equipment that is not owned by the City but will be needed for the Event will be the Event Provider's responsibility.
- **FACILITY RULES & REGULATIONS:** The Event Provider has signed and agreed to the attached rules and regulations for the use of the gymnasiums for the Event.
- **MARKETING/ADVERTISING:** The Event Provider will be responsible for submitting to the City for approval any and all advertising associated with the Event prior to advertising the Event.
- **EVENT OPERATIONS:** The Event Provider is responsible to following the schedules submitted as closely as possible. However, should there be an uncontrollable delay, the Event must end by 5:00 pm on Sunday and the Event Provider is responsible for making any necessary changes to game play rules and regulations to ensure this.

City shall be responsible for each of the following items in connection with the Event

- **JANITORIAL:** The City will provide the necessary service personnel and supplies needed to accommodate the Event.
 - **GATE/ADMISSION:** The Event Provider will provide to the City the passes and wristbands for the event. However, the City will provide staff and collection logistics associated with admissions to the gymnasium at both venues for all tournaments. The City will collect \$6 per adult per day and \$10 per adult for a weekend pass. Youth under the age of 18 will be permitted free admission.
 - **STAFFING:** The City will provide the necessary on-site supervision and logistical support through scheduled staff.
 - **FIRE:** The City will provide for and schedule any fire personnel deemed necessary to accommodate food concession requirements at the City's expense.
 - **CONCESSIONS:** The City will solely provide, coordinate, supervise all vendors associated with this service and retain all vendor revenue. The City will also be responsible for Fire Inspector requirements for food vendors.
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- **EQUIPMENT:** The City will provide any equipment that is owned by the City that is adequate and meets the needs of the Event that is currently on site.
- **MARKETING/ADVERTISING:** At the request of the Event Provider, the City will assist in marketing/advertising the Event through press releases, City cable and radio. All other printed advertising must be created by the Event Provider and submitted to the City for approval before distribution.
Attach Rules and Regulations

CERTIFICATE OF INSURANCE
(Attachment C)

CITY OF NORTH MIAMI PARKS AND RECREATION DEPARTMENT
FIELD RESERVATION/INDEMNIFICATION AGREEMENT
JOE CELESTIN CENETER GYMNASIUM - ATHLETICS

DATE(S) OF RESERVATION: 6/7 + 6/8

FEES AND CHARGES

PRIVATE GYMNASIUM USE PER HOUR: **FOR OFFICE USE ONLY**

FULL: From 8 am/pm To 7 am/pm = _____ x \$100.00 = _____

HALF: From _____ am/pm To _____ am/pm = _____ x \$60.00 = _____

SECURITY DEPOSIT: = _____ day(s) x \$500.00 = _____

TOTAL FEES \$ _____

NAME OR PERSON RESERVING THE FIELD: SFYBA
Street Address: 6955 W. Wedgewood Ave City: Davis Zip: FL
Home Telephone: 954-559-2708 Work Telephone: 954-559-8011

PERSON IN CHARGE AT RENTAL: Sosa Ernest
Home Telephone: 954-559-2708 Work Telephone: 954-559-8011
Organization: South FL Youth Basketball Assoc.
Purpose of Rental: (practice, tournament, fund raising event, etc.) Basketball Tournament
If you are conducting a tournament, please answer the following:
Number of teams using the facility: 6 Will a registration fee be charged? Yes
How much: \$ 335 per team. Will food or beverages be sold? _____

AGREEMENT

THE UNDERSIGNED DOES HEREBY AGREE TO INDEMNIFY AND SAVE HARMLESS THE CITY OF NORTH MIAMI FOR ANY DAMAGES INCURRED BY THE CITY OF NORTH MIAMI RESULTING DIRECTLY OR INDIRECTLY FROM USE BY THE UNDERSIGNED OF THE FACILITY.

THIS INDEMNIFICATION SHALL INCLUDE NOT ONLY PHYSICAL DAMAGE TO PROPERTY OF THE CITY (INCLUDING CLEANING THE FACILITY), BUT ALSO ANY CLAIMS BY THIRD PERSONS FOR INJURIES OR PROPERTY DAMAGE RESULTING FROM SUCH USE DUE TO NEGLIGENCE OR INTENTIONAL ACTS OF THE UNDERSIGNED, ITS AGENTS, EMPLOYEES, WORKERS, HEIRS, INVITEES, ADMINISTRATORS OR ASSIGNS.

WHEN RESERVING GYMNASIUM, Proof of liability insurance must be provided. Police and/or Security will need to be arranged by the renter with the police department 30 days prior. If a reservation is cancelled, a full refund less \$20.00 administrative fee will be made if written notice is received at least 30 days prior to the date of the reservation. If a reservation is cancelled with written notice 15 - 30 days prior to the rental, a \$200 fee will be assessed. If a reservation is cancelled within 15 days of the rental date, only the security deposit will be refunded.

SIGNATURE: Ernest Sosa

IN WITNESS WHEREOF, THE UNDERSIGNED HAS SET HIS HAND AND SEAL ON THIS 8 30th
DAY OF May 2014
WITNESSES SIGNATURE: 1. Khalid Salahuddin 2. [Signature]

CITY OF NORTH MIAMI PARKS AND RECREATION DEPARTMENT
FIELD RESERVATION/INDEMNIFICATION AGREEMENT
RAY CAGNI GYMNASIUM - ATHLETICS

DATE(S) OF RESERVATION: 6/7 + 6/8

FEES AND CHARGES

PRIVATE GYMNASIUM USE PER HOUR: **FOR OFFICE USE ONLY**

FULL: From 8 (am/pm) To 7 am/pm = _____ x \$80.00 = _____

SECURITY DEPOSIT: = _____ day(s) x \$350.00 = _____

TOTAL FEES \$ _____

NAME OR PERSON RESERVING THE FIELD: South FL Youth Basketball Assoc
Street Address: 6955 W. Wedgewood Ave City: Davie Zip: 33331
Home Telephone: 954-559-2708 Work Telephone: 954-559-8011

PERSON IN CHARGE AT RENTAL: Sosa Ernest
Home Telephone: 954-559-2708 Work Telephone: 954-559-8011

Organization: South FL Youth Basketball Assoc
Purpose of Rental: (practice, tournament, fund raising event, etc.) Basketball Tournament

If you are conducting a tournament, please answer the following:
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SIGNATURE: Ernest Sosa

IN WITNESS WHEREOF, THE UNDERSIGNED HAS SET HIS HAND AND SEAL ON THIS 30th

DAY OF May, 20 14

WITNESSES SIGNATURE: 1. Khalid Salahuddin 2. [Signature]