

**PERFECT GAME USA, INC.
FISCAL YEAR 2024-2025 EVENT SERIES
TOURIST TAX FUNDING AGREEMENT**

THIS AGREEMENT is made and entered into on this _____ day of _____, 2024, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **PERFECT GAME USA, INC.**, duly authorized to conduct business in the state of Florida, whose address is 850 Twixt Town Road NE, Cedar Rapids, Iowa 52402, hereinafter referred to as “**RECIPIENT**”.

WITNESSETH:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the “Local Option Tourist Development Act” in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, Section 125.0104, Florida Statutes, provides that Tourist Development Tax Revenues may be used to promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidence of the promotion of the activity, service, venue, or event to tourists; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY and RECIPIENT executed a Memorandum of Understanding (“MOU”) on July 28, 2020, designating RECIPIENT as a preferred operator at the Seminole County Boombah Sports Complex for a period of five years to begin January 1, 2021; and

WHEREAS, in accordance with the terms of the MOU, COUNTY agreed to provide RECIPIENT with an annual Facility Use Agreement for the use of Boombah Sports Complex (and Boombah Soldiers Creek Park) and to provide RECIPIENT with the same opportunity for room night incentives the COUNTY currently provides to other tournament operators on an event-by-event basis through COUNTY’s tourism grant program; and

WHEREAS, in an effort to create efficiencies with the facility contracting and grant funding process, this annual event series funding Agreement streamlines much of the administrative work for both parties to be more aligned with the MOU; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, wishes to appropriate Tourist Development Tax Revenues as Tourist Development Tax grant operational funds to host the Perfect Game USA, Inc., Fiscal Year 2024-2025 Event Series (“Fiscal Year 2024-2025 Event Series”) to be held October 11, 2024, through September 29, 2025 (as described in Exhibit A-1), at Boombah Sports Complex and/or Boombah Soldiers Creek Park; and

WHEREAS, said Tourist Development Tax grant funds must be used to pay facility use fees for the above-listed facilities.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth in this Agreement, COUNTY and RECIPIENT agree as follows:

Section 1. Term. This Agreement shall be effective from the date of its execution by the parties until September 29, 2025, unless earlier terminated as provided in this Agreement.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days’ written notice to the other party as provided for in this Agreement or, at the option of COUNTY, immediately in the event that RECIPIENT fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be

obligated to pay for any services provided or costs incurred by RECIPIENT after RECIPIENT has received notice of termination. Upon termination, RECIPIENT shall immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused Tourist Development Tax grant funds provided hereunder.

Section 3. Services.

(a) Up to FOUR HUNDRED SIXTY-SIX THOUSAND TWENTY-FOUR DOLLARS AND FIFTY-NINE CENTS (\$466,024.59) in Tourist Development Tax grant funds per this Agreement shall be used to pay for a portion of facility use fees at Boombah Sports Complex and/or Boombah Soldiers Creek Park for the Fiscal Year 2024-2025 Event Series, as described in Exhibits A-1 (Seminole County Tourism Development Sports and Special Event Incentive Application) and A-2 (Perfect Game Calendar of Events), attached to and incorporated by reference in this Agreement.

(b) RECIPIENT submits a Facility Use Agreement which is inclusive of all of the thirty-two (32) events (112 projected event days) listed for the Fiscal Year 2024-2025 Event Series. The Facility Use Agreement for the Fiscal Year 2024-2025 Event Series is attached and incorporated by reference as Exhibit A-3 (Perfect Game Facility Use Agreement) in this Agreement.

(c) RECIPIENT submits a Seminole County Tourism Development Sports and Special Event Incentive Application for the thirty-two (32) events listed for the Fiscal Year 2024-2025 Event Series reflective of the Facility Use Agreement that provides an estimated total room night goal as part of their application for Fiscal Year 2024-2025 Event Series. To be eligible for funding under this Agreement, events must take place between October 11, 2024, and September 29, 2025. The Seminole County Tourism Development Sports and Special Event Incentive Application is attached and incorporated herein by reference as Exhibit A-1.

(1) COUNTY shall invoice RECIPIENT by the 5th of each month for the previous month's events' maintenance and gate fees. Maintenance fees and Gate fees are separate fees and COUNTY will provide a separate invoice for those fees. **Maintenance fees and gate fees are not eligible for Tourist Development Tax grant funds and will not be reimbursed by COUNTY.** RECIPIENT shall pay all maintenance and gate fees within thirty (30) days from receipt of invoice from COUNTY. COUNTY reserves the right to cancel future events for nonpayment.

(d) After-event preliminary statistics for room nights and economic impact must be submitted to COUNTY no later than thirty (30) days after the conclusion of each individual event. Once each event concludes, all documented room nights will be confirmed to determine the total final amount that can be paid by COUNTY on behalf of RECIPIENT, subject to the verification process set forth in this Agreement.



(e) At the end of each month, Boombah Sports Complex and/or Soldiers Creek Park staff will send a copy of the invoices to RECIPIENT and the COUNTY's Sports Tourism Office reflective of actual usage for events during the month. The final invoice will be based upon actual use.

(f) COUNTY's Sports Tourism staff will review the post-event hotel report provided by RECIPIENT. Sports Tourism staff shall provide RECIPIENT with a monthly report that tracks and documents the verified room nights and provides the total amount of eligible grant funding that can be paid by COUNTY on behalf of the RECIPIENT based upon the number of verified room nights generated from the events. Only hotel rooms generated within Seminole County will be eligible for the grant funding program.

(g) COUNTY will pay the final quarterly invoice to the Boombah Sports Complex and/or Soldiers Creek Park based upon the actual use after each event, subject to the verification process set forth in this Agreement.

(h) Once the final event has concluded for the Fiscal Year 2024-2025 Event Series, COUNTY's Sports Tourism staff will tally the total number of verified rooms for all events in the series, and will send RECIPIENT a final statement that reflects the total number of verified Seminole County hotel rooms generated by the RECIPIENT during the Fiscal Year 2024-2025 Event Series and the total amount of facility use fees that were paid on behalf of RECIPIENT by COUNTY's Sports Tourism staff per this Agreement.

(i) As a reward for over-performance, COUNTY has the ability to pay up to an additional twenty percent (20%) of the aforesaid available funds for events that exceed their room night guarantee based on FIFTEEN AND 00/100 DOLLARS (\$15.00) per each additional confirmed room night. In no event will the amount exceed the total facility use fees for the Fiscal Year 2024-2025 Event Series. If there is a balance owed by RECIPIENT or a surplus of rooms generated, the COUNTY will notify RECIPIENT in writing.

(j) Payment of all facility use fees for the Fiscal Year 2024-2025 Event Series for combined usage of the above listed facilities is not to exceed a total of FOUR HUNDRED SIXTY-SIX THOUSAND TWENTY-FOUR DOLLARS AND FIFTY-NINE CENTS (\$466,024.59). In no event will the amount COUNTY pays exceed the total facility use fees.

(k) All promotional packages sent out by RECIPIENT for the Fiscal Year 2024-2025 Event Series must contain a list of Seminole County hotels provided by Seminole County Tourism Division. **No other hotel list may be included in the promotional packet and no other county may be advertised or promoted in the promotional packet, and Seminole County shall be listed**

in all event promotional materials as the headquarters for the event. All promotional packages must be approved by COUNTY prior to distribution in order to qualify for reimbursement.

(l) RECIPIENT shall permit a third-party company, as designated by COUNTY, to conduct on-site surveys during the Fiscal Year 2024-2025 Event Series to coordinate the survey process. RECIPIENT shall cooperate in making their event accessible in whatever manner necessary for completion of the survey.

(m) RECIPIENT will be required to have and maintain a website for the purpose of promoting tourism to and attendance at RECIPIENT's Fiscal Year 2024-2025 Event Series. The website must be linked to the Seminole County Tourism website (www.doorlandnorth.com) and that link shall be maintained throughout the duration of this Agreement. **No other county tourism website will be linked to RECIPIENT's website for the promotion of the Fiscal Year 2024-2025 Event Series.**



(n) Failure to comply with, or failure to meet the requirements of this Section, including time deadlines, will result in termination of this Agreement and forfeiture of all financial assistance rendered to RECIPIENT by COUNTY pursuant to this Agreement. COUNTY reserves the right to cancel future events for nonpayment.

Section 4. Liability.

(a) COUNTY and its Commissioners, officials, employees, and agents shall not be liable for the acts, omissions, and negligence of RECIPIENT and its officers, employees, members and agents in the performance of services provided hereunder. RECIPIENT hereby agrees, to the fullest extent permitted by law, to fully and completely indemnify, insure, and hold harmless COUNTY and its Commissioners, officials, employees and agents from and against any liability of whatsoever type

of nature, howsoever arising, relating in any way to the acts or omissions of RECIPIENT and its officers, members, agents, and employees.

(b) RECIPIENT further agrees that nothing contained in this Agreement will be construed or interpreted as a waiver of COUNTY's sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes, as that statute may be amended from time to time.

Section 5. Insurance.

(a) RECIPIENT, at its sole expense, shall hold and maintain the insurance required hereunder, at all times, throughout the duration of this Agreement and have the insurance approved by COUNTY's Risk Manager with the Resource Management Department. Throughout the term of this Agreement, RECIPIENT shall immediately provide written notice to the COUNTY upon (1) the receipt of a notice of cancellation of an insurance policy or (2) the termination of an insurance policy.



(1) RECIPIENT shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither the approval of insurance, by COUNTY, nor the failure to disapprove of the insurance furnished by RECIPIENT, by COUNTY, will relieve RECIPIENT of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by RECIPIENT in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of RECIPIENT.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then RECIPIENT shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and RECIPIENT shall remedy any deficiencies in the policies of insurance within ten (10) calendar days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of RECIPIENT or any other party.

(b) General Requirements.

(1) Before commencing work, RECIPIENT shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and including the following as Certificate Holder:



Seminole County, Florida
Seminole County Sports Tourism Manager
3450 East Lake Mary Boulevard
Sanford, Florida 32773


The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, RECIPIENT shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) Upon request of the COUNTY, RECIPIENT shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this

Agreement within thirty (30) calendar days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by RECIPIENT.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for General Liability coverage.

(5) Additional Insured: Seminole County, Florida, its Commissioners, officials, officers, and employees must be included as Additional Insureds under the General Liability policy. Such policy shall provide  exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(6) Coverage: The insurance provided by RECIPIENT pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by RECIPIENT.

(7) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(8) Provision: The Commercial General Liability policy required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida.

(2) Such companies must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, loses its Certificate of Authority or Letter of Eligibility, or fails to maintain the Best's Rating and Financial Size Category, then RECIPIENT shall immediately notify COUNTY as soon as RECIPIENT has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as RECIPIENT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, RECIPIENT will be deemed to be in default of this Agreement.

(d) Specifications. RECIPIENT, without limiting any of its other obligations or liabilities, at RECIPIENT's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth below. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by RECIPIENT and must be maintained in force at all times throughout the duration of the

Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) RECIPIENT's insurance must cover RECIPIENT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If RECIPIENT's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.



(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by RECIPIENT are as follows:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury.

Section 6. Billing and Payment.

(a) COUNTY hereby agrees to provide funds up to a maximum sum of FOUR HUNDRED SIXTY-SIX THOUSAND TWENTY-FOUR DOLLARS AND FIFTY-NINE CENTS (\$466,024.59) for facility use fees at Boombah Sports Complex and/or Boombah Soldiers

Creek Park for the Fiscal Year 2024-2025 Event Series. Facility use fees shall be paid quarterly on behalf of RECIPIENT upon:

(1) Receipt by COUNTY of a Request for Funds Form, attached hereto and incorporated herein by reference as Exhibit B (Request for Funds), requesting all or part of the above be paid by COUNTY; and receipt by COUNTY of a list of the participating teams and Economic Impact Report, attached hereto and incorporated by reference as Exhibit C (Economic Impact Form), for the Fiscal Year 2024-2025 Event Series. This request by RECIPIENT must only be for the facility use fees specifically provided for herein. Request for Funds Forms shall be properly completed and submitted quarterly, no later than thirty (30) days after the completion of each quarter of COUNTY's fiscal year. Failure to comply with this requirement will result in termination of this Agreement and forfeiture of all financial assistance granted to RECIPIENT pursuant to this Agreement.



(2) Verification by the Seminole County Leisure Services Department Director and Tourism Division Manager that RECIPIENT has held the Fiscal Year 2024-2025 Event Series scheduled for the quarter for which facility use fees are sought and has complied with the reporting requirements contained hereinafter.

(3) The original payment requests must be sent to:

Seminole County Sports Tourism Manager
3450 East Lake Mary Boulevard
Sanford, Florida 32773

A duplicate payment request must be sent to:

Director, Resource Management Department
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(b) The completed Request for Funds Form will be accompanied by a detailed report of the economic impact on COUNTY resulting from the event funds for which funds have been provided hereunder. This report, attached hereto and incorporated herein as Exhibit C, should include, but not be limited to, the actual number of hotel or motel rooms occupied, economic impact, restaurant meals consumed, and estimated goods and services expenditures.

(c) RECIPIENT is responsible for obtaining documentation from hotels verifying the number of room nights actually utilized at each Seminole County hotel for each individual event of the Fiscal Year 2024-2025 Event Series.

(1) RECIPIENT may have each hotel individually certify the actual number of rooms by having the General Manager complete the Hotel Room Pickup Form, attached to and incorporated by reference in this Agreement as Exhibit D; or

(2) RECIPIENT may submit to COUNTY a Room Night Call Log Verification Form, attached and incorporated by reference as Exhibit E, as an acceptable form of hotel verification. Sports Tourism staff will contact the hotels to verify and confirm the number of hotel rooms reported. If RECIPIENT uses Exhibit E and disputes the total number of verified room nights, RECIPIENT shall use and submit Exhibit D to COUNTY within ten (10) business days of receipt of the hotel tracking monthly report. No payments will be processed until all required documentation has been submitted. COUNTY reserves the right to reduce the maximum amount of any grant awarded in the event guaranteed room nights, as stated in Exhibits A-1 and A-2, are not satisfied.

(d) Payment of fees shall be contingent upon RECIPIENT's compliance with requirements as stated in Exhibit A-1.

(e) In the event RECIPIENT produces less than the required verified hotel room nights in Seminole County hotels for the Fiscal Year 2024-2025 Event Series, then the FIFTEEN AND

00/100 DOLLARS (\$15.00) per room night multiplier will be used to determine the final amount owed to COUNTY from RECIPIENT for facility use fees.

(f) In the event RECIPIENT produces more than the required verified hotel room nights in Seminole County hotels for any quarter of the Fiscal Year 2024-2025 Event Series, then any surplus of rooms generated in Seminole County that go above the amount needed to cover the actual cost of the facility utilizing the established FIFTEEN AND 00/100 DOLLARS (\$15.00) per room night multiplier can be rolled over and applied as a credit to any future quarter(s) of the Fiscal Year 2024-2025 Event Series or used to cover a shortfall of a balance owed for any previous quarter(s) of the Fiscal Year 2024-2025 Event Series. Any surplus funds generated cannot be applied to future annual tourist tax funding agreements.

(g) RECIPIENT will receive a quarterly report from the COUNTY at the end of each quarter of the COUNTY's fiscal year. After the final event has concluded in the Fiscal Year 2024-2025 Event Series, Seminole County will provide RECIPIENT with a detailed breakdown of total facility fees paid by the COUNTY and the total number of room nights generated by the RECIPIENT for all events in the Fiscal Year 2024-2025 Event Series. If RECIPIENT falls short of generating the number of hotel rooms needed to cover the actual cost of the facility fees paid by COUNTY for the Fiscal Year 2024-2025 Event Series utilizing the FIFTEEN AND 00/100 DOLLARS (\$15.00) room night multiplier, then COUNTY shall send an invoice to RECIPIENT. RECIPIENT shall reimburse COUNTY within thirty days (30) from the date of receipt of the invoice for the difference between facility fees paid and the amount generated from multiplying verified hotel room nights by \$15.00. Failure to make this payment will constitute a material breach of this Agreement and could result in loss of future events.

Section 7. Reporting Requirements. In the performance of this Agreement, RECIPIENT shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. Each Request for Funds Form will detail costs incurred. As referenced in Exhibit A-1, RECIPIENT shall transmit and certify interim records with each Request for Funds Form submitted to COUNTY. RECIPIENT shall submit a final financial report within ninety (90) days' completion of the Fiscal Year 2024-2025 Event Series, or lapse or termination of this Agreement.

Section 8. Non-Reimbursable Expenditures.

(a) Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, feasibility studies, or consulting services, real property, or capital improvements, interest reduction in deficits and loans, prize money, scholarships, awards, plaques or certificates, private entertainment, lodging, food and beverages, and wages, salaries, administrative or travel expenses, other than those appearing, if any, in Exhibit A-1.

(b) The purpose for which Tourist Development Tax grant funds are provided to RECIPIENT must not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder will be expended only for the activities or purposes set forth in Exhibit A-1.

Section 9. Unavailability of Funds. RECIPIENT acknowledges that Tourist Development Tax Revenues are the source of funding for this Agreement and that no other COUNTY revenues will or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to RECIPIENT as provided herein. COUNTY will not be obligated to pay for any services provided or costs incurred by RECIPIENT after RECIPIENT has received notice of termination. In the event there are any unused

COUNTY funds, RECIPIENT shall promptly refund those funds to COUNTY or otherwise use the unused funds as COUNTY directs in accordance with Section 125.0104(5), Florida Statutes.

Section 10. Force Majeure. Each party will be excused from liability and performance requirements for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such party's reasonable control including, but not limited to, government shutdowns, national pandemic or disease that prevents use of the fields or area hotels, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, or any other event similar to those enumerated above.

Section 11. Access to Records. RECIPIENT will allow COUNTY, its duly authorized agent, and the public access to its records as are pertinent to all services provided in this Agreement at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.



Section 12. Liaison. RECIPIENT shall submit the original copies of the Request for Funds Forms, and any other required reports or correspondence to the following:

Seminole County Sports Tourism Manager
3450 East Lake Mary Boulevard
Sanford, Florida 32773

Section 13. Notices. Whenever either party desires to give notice unto the other, it will be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County Sports Tourism Manager
3450 East Lake Mary Boulevard
Sanford, Florida 32773

For RECIPIENT:

Perfect Game USA, Inc.
c/o Angel Natal
850 Twixt Town Road NE
Cedar Rapids, Iowa 52402

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 14. Assignments. Neither party to this Agreement will assign this Agreement, nor any interest arising from this Agreement, without the written consent of the other.

Section 15. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this document and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement, as well as any previous agreements presently in effect between the parties relating to the specific subject matter and event series of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, RECIPIENT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of those services, including those now in effect and adopted after execution of this Agreement. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to RECIPIENT as provided for in this Agreement.

Section 17. Conflict of Interest.

(a) RECIPIENT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) RECIPIENT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of RECIPIENT to be conducted here and that no such person shall have any interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, RECIPIENT agrees that monies received from COUNTY pursuant to this Agreement must not be used for the purpose of lobbying the Legislature or any other State or Federal agency.



Section 18. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida

Section 19. Venue. The exclusive venue of any action, litigation, or proceeding that arises out of or relates to the Agreement shall be in Seminole County, Florida. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of such courts and agree to bring any such action, litigation, or proceeding only in a Florida state court in Seminole County.

[Signatures and Attestations follow.]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed to this Agreement by each party's respective officers for the purposes expressed in this Agreement on the day and year first above-written.


ATTEST:



RICK THURMAN, Director

[CORPORATE SEAL]

PERFECT GAME USA, INC.

By: 

ROB PONGER, Director

Date: 9/16/2024

[Signature page follows.]



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the
Board of County Commissioners at their
_____, 20____ regular
meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A-1 – Seminole County Tourism Development Sports and Special Event Incentive Application (Executed)
- Exhibit A-2 – FY 2024-2025 Perfect Game Calendar of Events
- Exhibit A-3 – Perfect Game Facility Use Agreement Fiscal Year 2024-2025
- Exhibit B – Request for Funds Form
- Exhibit C – Economic Impact Report
- Exhibit D – Hotel Room Pickup Form
- Exhibit E – Room Night Call Log Verification Form

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09/06/2024
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