#### FIREFIGHTER CHALLENGE CHAMPIONSHIP SERIES HOSTING AGREEMENT

This Firefighter Challenge Championship Series Hosting Agreement ("Agreement") entered	
effective the day of, 2025 ("Effective Date"),	, by and between First
Responder Institute, Inc. ("FRI"), a Foreign Not for Profit corpora	tion, with a physical address of
138 Deer Run Circle, Rogersville, Alabama, 35652, and District B	
State College of Florida ("Host"), a political subdivision of the St	
of 100 Weldon Blvd, Sanford Florida 32773 and Seminole County	
subdivision of the State of Florida, whose address is Seminole Con	
Street, Sanford, Florida 32771.	,

#### Recitals

WHEREAS FRI is a nonprofit corporation under Section 501(c)(3) of the Internal Revenue Code and is a public charity that delivers the Firefighter Challenge Championship Series ("FCCS") as part of its charitable mission to showcase the strength and readiness of the fire service, inspire the next generation of firefighters, and to promote the physical, mental, cardiac, and respiratory benefits that result from routine exercising, good nutritional habits, and job-based training regimens. FRI accomplishes this mission through collaborations with cities and other host organizations that are champions of the fire community.

WHEREAS the FCCS is a sporting event that offers firefighters in the Firefighter Challenge League ("FCL") a competition platform that includes modified versions of training evolutions used in the fire service to see who can earn the fastest run times in five competition categories.

WHEREAS the Host has engaged FRI to conduct the All American Challenge & Training Camp ("Event") of the FCCS in Seminole County located at Seminole State College of Florida and FRI has agreed to do so, subject to the terms and conditions of this Agreement.

WHEREAS the Host and FRI agree to provide the deliverables as outlined in this agreement.

Now, therefore, in consideration of the mutual promises and agreements made herein, including the terms and conditions of the Recitals and Attachments, all of which are hereby incorporated, the parties intending to be legally bound hereby agree as follows:

- 1.0 Event Site, Dates and Schedule of Events
- 1.1 The Host will provide at no charge to FRI an "Event Site", meaning an outdoor site/venue that can accommodate the competition course and all event related assets per the following footprint requirements outlined in Section 1.1.1, 1.1.2, and Schedule A.
- 1.1.1 <u>Main Challenge Course</u>: known as the *Arena of the Brave*, this dedicated space must be at a minimum 220 feet long by 120 feet wide of dedicated paved area that is **both flat and level** to accommodate the course equipment and two (2) semi-truck tractors with trailers and hydraulic tower lift. See Schedule A for renderings.

No obstructions of any kind can be located within this space, i.e., lighting poles, planters, bumpers, etc. unless pre-approved by FRI.

1.1.2: <u>Course Perimeter</u>: surrounding and/or near the course space outlined in 1.1.1, a dedicated space must also be provided that either extends the perimeters of the course or is nearby to accommodate the following:

10'x15' Timer Tent10'x15' Therapy Station10'x10' Information Tent10'x15' Staging Area10'x10' Merchandise Tent10'x15' Recovery Station10'x10' Announcers TentBleachers (varies by city resources)10'x30' Warm Up StationPort-O-Potties 5'x24' (6 units in a row)10'x15' Recharge StationDumpster10'x10' Competitors Village Area (10 tents)EMS Apparatus

Except with the express written authorization of FRI, Host will not permit or conduct any activity within the Course Perimeter, including but not limited to setting up booths, parking, exhibits, promotions, displays, sales of merchandise or food.

- 1.2 <u>Physical Address of Event Site</u>: will be located at: 100 Weldon Blvd, Sanford, Florida 32773. The site must be approved first by FRI within 45 days of contract execution.
- 1.3 Event Dates: The "Event Dates" are April 1<sup>st</sup>, 2026 to April 4<sup>th</sup>, 2026 and includes two (2) additional days for setup (March 30 & 31) and one (1) day for breakdown of the course (April 5<sup>th</sup>). If the Event Site permits additional days for setup and breakdown it will be noted in this agreement.
- 1.5 <u>Event Schedule</u>: The "Event Schedule" includes the dates and times of activities of the Event Dates. The Event Schedule is:

#### Sunday (March 29, 2026): (late afternoon)

o Trucks Park and Course Marking Begins

#### Monday (March 30, 2026) - Tuesday (March 31, 2026):

o Course Setup (all day)

#### Wednesday (April 1, 2026):

- o 7:00AM Open Practice
- o 8:00AM to 6:00PM: Qualifying Rounds for Individual Category

#### Thursday (April 2, 2026):

- o 7:00AM: Open Practice for Competitors
- o 8:00AM NOON: Qualifying Rounds for Individual Category
- Tandem Category Championship Event
- Awards Ceremony (course side)

#### Friday (April 3, 2026):

- o 7:00AM: Open Practice
- 8:00AM: Opening Ceremony
- 8:30AM: Relay Category Championship Events
- Awards Ceremony (course side)

#### Saturday (April 4, 2026):

- o 7:30AM: Open Practice
- o 8:00AM 12:00PM: Individual Category Championship Title Finale
- o 12:30PM: Awards Ceremony (course side)
- o 1:30PM: Course Breakdown begins.

#### Sunday (April 5, 2026) to Monday (April 6, 2026):

- o Course Breakdown (normally concludes by lunch on Monday, if not sooner)
- 2.0 <u>Hosting Fee and Obligations:</u> The Host and Co-Host will provide the following cash, materials, services, products, and volunteers at Host or Co-Host's expense, as specified below. This equates to 25% of the actual cost to conduct an event.
- 2.1 Co-Host Fee: Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) paid to FRI by the Co-Host.

Payments: Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) is due upon signing of this contract by check within 45-business days of the signing of this agreement, and the remaining Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) will be due on March 1<sup>st</sup>, 2026.

- 2.2 **Hotel Accommodations:** Co-Host to provide up to fourteen (14) complimentary double queen rooms of the Co-Host's choice for the operations team (can be distributed over multiple hotels, if needed) for the dates as detailed below in this section. If complimentary double queen rooms are contributed by the hotel, the hotel will be listed as a sponsor of the Event with all the marketing benefits of our primary sponsors. Room Nights are as follows:
  - $\triangleright$  four (4) rooms from March 29<sup>th</sup> April 6<sup>th</sup>, 2026 (8 nights per room = total 32 room nights)
  - $\triangleright$  three (3) rooms from March 30<sup>th</sup> April 5<sup>th</sup>, 2026 (6 nights per room = total 15 room nights)
  - > seven (7) rooms from March 31<sup>st</sup> April 5<sup>th</sup>, 2026 (5 nights per room = total 35 room nights)
- 2.3 **Permits**: Host to provide and pay for all necessary governmental permits, licenses or other state or local approvals required for conducting the Event at the Event Site.
- 2.4 Equipment and Services: Host or Co-Host, as specified below, will provide the items and services outlined in 2.4.1 to 2.5.2.
- 2.4.1 Co-Host will provide **Portable Bleachers** that seat up to 250 people (if possible) and must be delivered on March 31<sup>st</sup>, 2026.
- 2.4.2 Co-Host will provide Generator (25kW with 50amp plug in's) that must be delivered by 8AM on March 30th, 2026.
- 2.4.3 Host will provide SCBA Cylinder Refill System provided by local Fire Department to refill cylinders during Wednesday, Thursday AM, and Saturday events. 5,500 PSI preferred. FD must also provide manpower to refill cylinders.

- 2.4.4 Host will provide Water Supply to ensure onboard tank for water evolution is replenished throughout event. Water source can be via onsite hydrant or via a fire truck transferring water from their tank into ours.
- 2.4.5 Host will provide Fixed or portable toilets: provide six (6) or more units onsite and cleaned daily, delivered March 30<sup>th</sup>, 2026. Daily cleanings to begin Tuesday evening.
- 2.4.6 **Dumpster:** Host will provide one container to be delivered by the afternoon of March 30<sup>th</sup>, 2026.
- 2.4.7 Overnight Security: Host to provide one police officer; Host will provide the following: a security guard, or other personnel to prevent damage or theft of FRI's equipment or property throughout our time in your community. Nightly service for the police officer and the security guard will begin on Monday, the evening of March 30<sup>th</sup>, and goes on through Saturday, April 4<sup>th</sup>. Hours to be on campus are from 8:00PM to 6:00AM. While Host will provide security in accordance with the above paragraph, FRI assumes all liability for any theft or damage which may occur while on the Host's premises.
- 2.4.8 EMS: Co-Host provide a crew of medical professionals from the local Fire Department, hospital, or medical clinic to be onsite during the open practice and competition hours as outlined in Section 1.5 of the Event Schedule (Wednesday, April 1, 2025, through Saturday, April 4, 2025).
- 2.5 <u>Volunteers</u>: Host and Co-Host will work together to secure the necessary volunteers. Like all other traveling sporting events, volunteers are essential to our successfully carrying out the event. Volunteers allow us to conduct this Event for the Host at an affordable investment.

  Therefore, it is the complete responsibility of the Host to provide the required minimum number of volunteers during the shifts outlined in the below schedule:

MONDAY (March 30, 2026): Fifteen (15) able-bodied volunteers to set up course.

• 8:00AM to 6:00PM

WEDNESDAY (April 1, 2026): Twenty (20) able-bodied volunteers to reset course.

• Shift: 7:30AM to 6:00PM

THURSDAY (April 2, 2026): Twenty (20) able-bodied volunteers to reset course.

• Shift: 7:30AM to 6:00PM

FRIDAY (April 3, 2026): Twenty (20) able-bodied volunteers to reset course.

• Shift: 8:30AM to 6:00PM

SATURDAY (April 4, 2026): Twenty (20) able-bodied volunteers to reset course.

• Shift One: 8:00AM to 12:30PM

Shift Two: 2:00PM to 6:30PM assisting with breakdown.

FRI does permit Host, if desired, to split shifts into two shifts per day (still 20 volunteers per shift).

2.5.1 <u>Failure to Provide Volunteers</u>: FRI relies solely on the local Host to deliver the manpower needed to properly carryout the event. Failure to provide the required volunteers

outlined in 2.5 will delay the start and/or continuation of the sport until all stations have been manned.

- 3.0 <u>Additional Host Responsibilities</u>. The Host and Co-Host will work together to accomplish, and shall be responsible for, the following:
- 3.1. Sponsor Recognition: If Host or Co-Host procure local in-kind and financial sponsors, they should inform FRI immediately so such sponsors can be properly recognized at the event on course signage, registration website, event t-shirt, and mentioned in select social media postings, streamed videos, and onsite announcements. A final roster of sponsors names/logos must be provided to FRI by February 25, 2026, to guarantee signage inclusion and other marketing credits.
- 3.2 <u>Media Support</u>: assist in contacting and inviting local media to promote, cover, and even integrate a little fun into the Event. A Media Release will be developed by FRI, and all parties will mutually decide on the responsible party that will send to area media outlets.
- 3.3 <u>Recruitment</u>: extend invitations to career, volunteer, and cadet firefighters and fire departments in the region to participate.
- 3.4 <u>Welcome Guide</u>: Provide athletes with a guide highlighting local activities, transportation options, etc. for our competitors' use.
- 3.5 <u>Public Invitation</u>: in partnership with FRI, extend invitations to local agencies that have adult clients, pre-school and/or other client/student-based programs to attend the Thursday and Friday competition events.

#### 4.0 Sponsors and Advertisers:

4.1 Neither Host nor Co-Host, without written permission from FRI, may solicit in any manner advertisements or contributions for the Event from FRI's National and Regional Sponsors listed on Schedule B (which may be amended from time to time), or from any local sponsors and advertisers who sell services or products like, or in competition with these National Sponsors.

FRI will provide the Host and Co-Host with written notice of any changes to the National and Regional Sponsors on Schedule B, and all the terms and conditions in this Section and Agreement will be applicable to such additional National and Regional Sponsors from the time of such notice to the Host and Co-Host, respectively.

- 4.2 Host and Co-Host may display signs, banners and posters of local advertisers and sponsors in designated areas of the Event Site outside of the competition course without prior authorization. For large sponsors, FRI will assist Host and Co-Host with signage placement in key areas inside the course. Host and Co-Host are solely responsible for soliciting, securing, and displaying local advertisers and sponsors for the Event. Host and Co-Host will, respectively, retain all fees or contributions Host or C-Host collect from local advertisers and sponsors.
- 4.3 Notwithstanding anything herein to the contrary, FRI reserves the right to prohibit local advertisers or sponsors from advertising if, in FRI's sole discretion, doing so may interfere with any agreement (or proposed agreement) with a National and Regional Sponsor listed on Schedule B or that may bring harm and/or controversy to the Firefighter Challenge brand.

Host and Co-Host names will be stated in all on-air, social media and other marketing efforts as the hosts of the event unless otherwise requested by the Host and Co-Host. Depending on the type of host, i.e., city, sporting bureau, corporation, university, etc., the Host's and Co-Host's names will be integrated into our marketing efforts in a customized manner.

Example of how our on-air announcer opens each competition run live stream (about 300x +/-per event):

"On behalf of the (national sponsor) FCL we welcome you today to the (national sponsor) Firefighter Challenge Championship Series Presented by (national sponsor). Today we have an exciting event for you as members of the (national sponsor) FCL have convened here in beautiful (insert city/state) to compete in the (year) (regional sponsor) (region) Regional Classic. We cannot thank enough (host name) and our many sponsors for giving these incredible public servants a platform that showcases the strength and readiness of the fire service."

- 5.0 <u>FRI Responsibilities</u>. FRI's main obligation is to provide Host and Co-Host with a world-class extreme sporting event that exceeds Host's expectations. FRI is obligated to, and responsible for, the following:
- 5.1 Delivery of the five-story stair tower, the LION® Arena of the Brave course, and all Course Perimeter inventory including but not limited to all course banner barrier systems, course evolutions, course supplies, truss systems, tents, lighting, sound system, and other infrastructure and operations items needed to conduct the Event.
- 5.2 Provide professionally trained team members serving in operational and course official (referee) roles to operate the Event, and to train and supervise all volunteers.
- 5.3 Provide all medals, trophies, certificates, and/or awards for the top competitors in each competition category.
- 5.4 Design and purchase competitors' t-shirts.
- 5.5 Supply any promotional materials that Host or Co-Host may need in securing local media, advertisers, and sponsors for the Event.
- 5.6 Promote the Event through the FCCS website, event registration site, social media platforms, sponsors social media platforms, and at times, paid advertisements on Facebook.
- 5.7 Pay a professional production company to stream the event on FRI's YouTube Channel (FCL Network) and via Facebook Live on the @thefirefighterchallenge page.
- 5.8 Provide refreshments and a complimentary event T-shirt to all volunteers.
- 5.9 Secure commercial general liability insurance coverage on an occurrence based policy with limits in the amount of \$1,000,000 per incident and \$2,000,000 aggregate. The Certificate of Insurance (COI) will include the Host, Co-Host, Host Site and any other party requested by Host as additional insured. A copy of the COI will be provided to the Host and Co-Host on or before March 1, 2026.
- 5.10 Give Seminole County Fire Department access to and full use of the course on Wednesday afternoon/evening, April 1, 2026, to use as a recruitment tool.
- 5.11 Provide a professional Announcer and Commentator for the event.
- 5.12 Provide any remaining equipment and supplies not listed in this agreement to conduct the FCCS.

- 5.13 FRI will execute a license agreement with Host Seminole State College, which governs the appropriate use of the College's marketing materials, prior to the initiation of FRI's marketing campaign or FRI's use of the College's trademarks, logos, or other marks.
- 6.0 <u>Trademark Restrictions</u>: The Firefighter Challenge and its associated marks and logos are the exclusive intellectual property and trademarks ("Trademarks") of On Target Challenge, Inc. ("OTC"), the original creator of these programs in 1990. OTC has licensed the use of these trademarks to FRI for charitable purposes in support of its important mission. There is no license or sub-license agreement between the Host and FRI with respect to the Trademarks.

The Host, its employees, and agents will not display, sell, or allow any other person or entity to utilize the Trademarks for any reason whatsoever other than for promoting the Event unless written prior approval has been received from FRI.

- 6.1 From the date of execution of this Agreement until to fourteen (14) calendar days following the last day of the Event, the Host and Co-Host may use these trademarks to promote the Event.
- 7.0 <u>Broadcast Restrictions</u>: FRI owns all rights, title, and interest in all television, cable, radio broadcasts, videotapes, films, and all other media communications of the Event. With permission from FRI, the Host and Co-Host may use photographs, and video and audio recordings, of the Event for promotion and marketing of the Event. FRI has the exclusive rights to live stream all or portions of the event on its YouTube Channel (The Challenge Network), or via any other platform as determined best by FRI.
- 8.0 FRI Property: Host acknowledges and agrees that all materials, literature, and media provided by FRI are the sole property of FRI and cannot be duplicated or distributed except strictly in accordance with the terms of this Agreement and for the sole purpose of promoting or conducting the Event.
- 9.0 <u>Sale of Merchandise</u>: FRI and firefighter competitor teams shall be free to sell merchandise at the Event to raise critical support of their missions. Vendors, recruited by the Host, may also sell merchandise, food, etc. if not a competitor of an FRI sponsor. The Host will be responsible for making sure non FCCS vendors have the appropriate permits and/or sale tax forms.
- 10.0 <u>Booth Space Rental</u>: Host, at its own cost, expense, and risk, may contract and sell booth space to outside vendors and organizations for the Event. The Host shall solely be responsible for all matters relating to the booth space sold by the Host, including but not limited to allocations of space, tents, and safety concerns.

All fees from booth space sold by Host shall belong to Host. No fees for booth space can be charged by Host to FRI or FRI's National Sponsors. Host shall not allow any booth space to be utilized by any vendor or exhibitor whose interest conflicts with the interests of FRI and its National and Regional Sponsors. FRI reserves the right to prohibit Host from allowing any vendor or exhibitor from utilizing any booth space in any locations at the Event. Host shall not sell or authorize any booth space or displays in the Restricted Area without the prior written approval of FRI.

11.0 <u>Cancellation</u>: Except as set forth herein, if the Event is cancelled due to an act of FRI, the Host and Co-Host will be given the opportunity to reschedule, or the Co-Host shall be fully refunded their Co-Host Fee. If the Event is postponed due to weather, labor disputes, civil

disturbance, or a public health concern or similar related issue with a health department or another public agency restrictions or mandates (including but not limited to Covid-19), the Host shall remain liable for the Agreement, however, it will be given the opportunity to reschedule the Event within a 12-month period and based on FRI's availability. The Host is encouraged to secure weather insurance for the event. In the event that the Host's campus is closed due to a weather-related event, the Event shall be postponed.

- 12.0 Emergency Clause: During the time of a disaster or emergency declaration wherein a governmental agency requires the use of the Host Site the Host or Co-Host shall have the right to cancel or postpone the FRI Event or use of the Host Site for the duration of the disaster or emergency declaration or heightened security. The FRI will have a maximum of 15 hours to completely vacate the premises and remove all Event-related materials. 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. If the Event is cancelled due to a reason described in this section, the Host and Co-Host will be given the opportunity to reschedule, or the Co-Host will be fully refunded their Co-Host Fee.
- 13.0 <u>Assignment</u>: No party shall have the right to assign any rights or obligations under this Agreement without the other parties' prior written approval.
- 14.0 <u>Severability</u>: If any provision, paragraph, or subparagraph of this Agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the Agreement, including any other provision, paragraph or subparagraph. Each provision, paragraph, and subparagraph of this Agreement is separable from every other provision, paragraph, and subparagraph, and constitutes a separate and distinct covenant.
- 15.0 <u>Applicability</u>: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, executors, administrators, and personal representatives.
- 16.0 Notice: Any notice to be given by one party to the other shall be sent: (i) by registered or certified mail (return receipt requested), by Federal Express, UPS or another recognized overnight courier to the address set forth above, or (ii) by pdf sent by email, or (iii) by hand delivery (acknowledged by written receipt). Either party may change the individual or address to which notices are to be sent by so notifying the other party in writing as set forth in this Section.
- 17.0 <u>Complete Understanding</u>: This Agreement, including the Recitals and Attachments, constitutes the complete understanding between the parties, all prior representations or agreements having been merged into this Agreement.
- 18.0 <u>Dispute Resolution</u>: If the parties are unable to resolve any dispute arising out of or relating to this Agreement, the parties shall attempt in good faith to negotiate a mutually acceptable resolution for no less than 30 calendar days after one party provides notice to the other party of the dispute. If the dispute is not resolved through negotiation in such manner, it shall be submitted to mediation with a mutually agreed-upon mediator in Seminole County,

Florida or in such other location mutually agreed-upon by the parties. The parties shall share any costs and fees, other than their respective attorneys' fees, associated with the mediation, equally. This Agreement shall be interpreted in accordance with Florida Law and the courts of Seminole County, Florida shall have exclusive jurisdiction over any claim or cause of action arising from this Agreement.

- 19.0 <u>Modification</u>: No alteration of or modification to any of the provisions of this Agreement shall be valid unless made in writing and signed by all parties.
- 20.0 <u>Headings</u>: The headings have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.
- 21.0 <u>Counterparts</u>: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.
- 22.0 <u>Contract Signing</u>: All parties can sign by either wet signatures or via a platform like DocuSign.
- 23.0 Payments: The Co-Host Fee shall be provided by check, sent by U.S. Mail to:

First Responder Institute, Inc., c/o Russell Jackson 138 Deer Run Circle Rogersville, AL 35652.

Host: Seminole State College of Florida

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written to organize and deliver the event of the Firefighter Challenge Championship Series. FIRST RESPONDER INSTITUTE INC.

Signature: Robert Whitaker (Oct 21, 2025 14:27:43 EDT)

Print Name: Robert Whitaker

Title: Vice President, Business Operations & Chief Financial Officer

Email: whitakerr@seminolestate.edu

Date: Oct 21, 2025

Signature:

Print Name: Jay Zembower

Title: Chairman

Email:

Date:

Co-Host: Seminole County Government

First Responder Institute Inc.

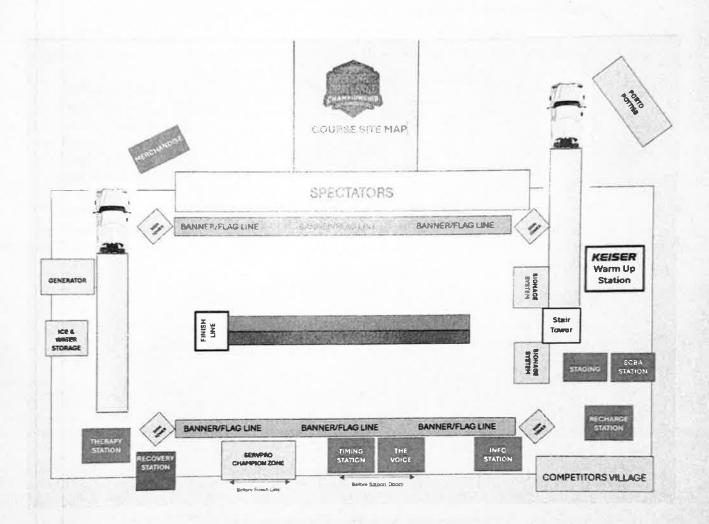
Signature: Russen a Jackson

Title: Chief Exacurive Offician

Email: Russen of four Marguer. one

Date: 10/14/2025

Schedule A Site Renderings



#### Schedule B

# Firefighter Challenge National Sponsors

(Subject to amendment by written notice from FRI to Host. No competitors with like products or services as the following national sponsors are allowed on or near the event site)

LION® Apparel
3M Scott Fire and Safety®
NASCO Healthcare®
Snap-Tite Hose®
WHP Trainingtowers®
Task Force Tips®
SERVPRO®
High-Rise Fuel® Energy Drink
DripDrop® Hydration Products

## 2026 All American Challenge FINAL

Final Audit Report 2025-10-21

Created: 2025-10-21

By: Donna Collins (collinsd@seminolestate.edu)

Status: Signed

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