

**SECOND AMENDED AND RESTATED  
SOUTH COUNTY REGIONAL STADIUM  
SUBLEASE  
C99-11-071**

**THIS SECOND AMENDED AND RESTATED SUBLEASE ("Sublease")** made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between **St. Lucie County**, a political subdivision of the State of Florida, hereinafter called the "**County**" and **City of Port St. Lucie**, a Florida municipal corporation, hereinafter called the "**City**".

**WHEREAS**, the County and the City entered into a Sublease on November 11, 1999, allowing the City to use the South County Regional Stadium (the "Stadium"); and,

**WHEREAS**, the parties desire to amend and restate the Sublease to allow the City to have equal use of the Stadium.

**W I T N E S S E T H:**

In consideration of the covenants and conditions herein expressed and of the faithful performance of the parties of all such conditions, the County does hereby allow the City to use the Stadium located at 560 NW University Boulevard, Port St. Lucie, Florida, 34986, for not to exceed one hundred eighty-two (182) days per calendar year subject to scheduling and availability, as determined by the County.

**1. Purpose; Term; Facilities.**

a) This Sublease shall be for the non-exclusive use of the Stadium for a term of twenty-five (25) years beginning on September 1, 2025, not to exceed one hundred eighty-two (182) days per year.

b) City's use of the Stadium shall not be exclusive and such use of the Stadium by the City shall not preclude the County and Stadium staff access to the Stadium for event changeover or maintenance.

**2. Use Charge.**

a) County shall not charge the City rent or a use charge as payment for the use of the Stadium, nor shall the City be required to share in any other costs including but not limited to operation, maintenance, debt service or capital improvements of the Stadium.

b) County shall furnish: (1) lighting for ordinary use, accidents and unavoidable delays excepted, (2) sports field/stadium lighting for sporting events, (3) water by means of the appliance installed for ordinary toilet purposes and drinking fountains; (4) ordinary janitorial services, and (5) minimum house staff, as all determined by the County's Parks & Recreation Director or designee.

c) No collections, whether for charity or otherwise, shall be made, attempted or announced on the premises, without the prior written consent of the County. Whenever the facilities are rented and a collection is made, or donations received, then all such monies from such collections and donations shall be considered as ticket sales for the purpose of determining rental monies due to the County.

3. **Concession Rights.**

a) County reserves for itself or its concessionaire the sole and exclusive right to sell or give away refreshments, beverages, candies, foods, confections, periodicals and other merchandise, and to rent and sell merchandise or other articles, to conduct checkrooms, and to reasonably control programs and to supervise the contents thereof during the term of this Sublease. The City shall not engage in or undertake the sale of any of the aforesaid articles or privileges, without the written consent of the County's Parks & Recreation Director or designee.

b) Waiver by the County of its exclusive right to the sale or giveaway of any food or merchandise by the City shall be subject to the mutual written agreement between the City and the County's Parks & Recreation Director or designee. Such right shall not be unreasonably withheld by the County.

4. **Security.**

a) County reserves the right through its Parks & Recreation Director or designee and its representatives to enter any portion of the Stadium at any time to eject any objectionable persons as determined by the County's Parks & Recreation Director or designee from the Stadium.

b) In subleasing the Stadium to City, County does not relinquish right to control the management thereof and to enforce all necessary and proper rules. The Stadium including the demised premises and the keys thereof shall be at all times under the charge and control of the County's Parks & Recreation Director or designee.

c) During the term of this Sublease, the City shall have the right to enforce the provisions of Chapter 96, of the City's Code of Ordinances, while using and occupying the Stadium.

**5. Surrender of Property.**

City agrees to quit and surrender the Stadium to the County at the end of every event or day used in the same condition as at the date of the commencement of this Sublease, ordinary use and wear thereof only excepted, and to abide by and to conform to all rules and regulations from time to time adopted or prescribed by the County for use and management of the Stadium.

**6. Property Damage.**

a) City shall not deface the Stadium, and shall not cause or permit anything to be done whereby the Stadium shall be in any manner injured, marred or defaced; or will not drive or permit to be driven nails, hooks, or screws into any part of the Stadium (including parking black top) and will not make or allow to be made any alterations of any kind therein unless approved in writing by the County's Parks & Recreation Director or designee.

b) If the Stadium or any portion thereof during the term of this Sublease shall be damaged beyond reasonable wear and tear by the act, default or negligence of the City or by the City's agents, employees, or invitees, City will pay to the County upon demand such reasonable sum as shall be necessary to restore said damaged Stadium to its prior condition.

**7. Capacity.**

City shall not admit to the Stadium a larger number of persons than the seating capacity thereof will accommodate or can safely or freely move about in the Stadium as determined by the County's Parks & Recreation Director or designee in his/her sole discretion.

**8. Compliance with Laws.**

a) City will comply with laws of the United States, Florida and all rules and requirements of the St. Lucie County Fire District.

b) City shall obtain and procure all necessary permits and licenses prior to the event and will not do or suffer to be done anything on the Stadium during the term of this Sublease in violation of any such laws, ordinances, rules or requirements, and the breach of any such laws,

ordinances, rules or requirements shall be considered a breach of this Sublease.

c) The City shall be responsible for securing and payment of any licenses or permits. The City will be responsible for any negligent acts of its personnel and hold harmless the County and its officers, employees and agents for any expenses, costs or damages incurred as a result of its failure to obtain said licenses or permits, including but not limited to, any fines or damages collected against City, its agents and including attorney's fees or court cost, and of any expenses incurred as a result of City's failure to otherwise satisfy permitting or license regulations. Nothing in this Sublease shall be construed as limiting or waiving the limits of sovereign immunity.

d) At no time shall the private fire protection equipment outlets, hoses, etc. to the Stadium be used for anything other than its intended purpose, unless it is done with the consent and under the supervision of the St. Lucie County Fire District.

e) At no time shall the City permit the Stadium to be used for lodging rooms or for any improper, immoral or objectionable purpose. This shall not restrict use of parking facilities for campers or recreational vehicles.

9. **Assignability.**

City shall not assign or sublet this Sublease without the expressed written consent of the County.

10. **Access.**

County Stadium employees shall at all times have free access to said premises only if said employees are working during the specified event.

11. **Utilities.**

a) The County shall furnish customary lighting, electricity, and water at no cost to the City, but shall not be responsible for any unavoidable delays or temporary power outages.

b) The City hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of the failure or impairment of the water supply system, drainage system, electric systems leading to the Stadium, unless the County does not make a good faith effort to make the necessary repairs in time for any event.

c) City shall not, without the written consent of the County's Parks & Recreation Director or designee, put up or operate any engine or motor or machinery on the demised premises or used oil, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent than gas or electricity for illumination of the demised premises. The County's Parks & Recreation Director or designee shall not unreasonably withhold such consent.

**12. Force Majeure.**

In case the Stadium or any part thereof shall be destroyed or damaged by fire, water, or any other cause or if any other casualty or unforeseen occurrence shall render the fulfillment of this Sublease by the County impossible, then and thereupon this Sublease shall terminate and the City hereby waives any claim for damages or compensation from the County should this Sublease be so terminated.

**13. Stadium Policy.**

The City agrees to comply with the following policies:

a) No food, beverage or food products purchased outside the Stadium shall be allowed inside.

b) No soliciting in the Stadium.

c) No pets allowed in the Stadium, with the exception of guide dogs, or specified events involving pets.

d) No containers, bottles, frisbees, coolers, glass thermoses, bicycles, umbrellas shall be allowed to be brought into the Stadium.

e) No incendiary devices, fireworks, or flammable liquids shall be permitted.

f) No alcoholic beverages or narcotics shall be brought into the Stadium.

g) No alcoholic beverages purchased inside area permitted to be carried outside the Stadium.

h) No weapons allowed in the Stadium.

i) All "Special Effects" used in the Stadium shall be submitted to the County's Parks & Recreation Director or designee for prior approval.

j) Children will not be left unattended.

k) Profanity or intoxication will not be tolerated.

l) Unauthorized sale or resale of tickets on Stadium is prohibited.

**14. Governing Law and Venue.**

This Sublease shall be governed by the laws of the State of Florida and venue for any litigation which may arise under this Sublease shall be in St. Lucie County, Florida.

**15. Evacuation.**

County reserves, in its sole discretion, the right to evacuate the Stadium during any activity in progress where it is deemed necessary for the safety of the general public.

**16. Broadcasting.**

City is prohibited from radio or television broadcasting from facilities, or having films, recording, or video tapes made of any event within the facilities, including playing areas, leased hereunder, unless specific written permission is given by the County.

**17. Non-Discrimination.**

No person, group or association shall be excluded from use of the facility because of race, sex, color, creed or national origin. Further, no rule may be promulgated or implemented by the City which will discriminate against any person, group or association, or exclude such persons from use of the facilities or participation in events in the facility. Such permission shall not unreasonably be withheld.

**IN WITNESS WHEREOF**, County by its Chairman and the City by its Mayor have caused this instrument to be executed by affixing their respective signatures on this, the \_\_\_\_ day of \_\_\_\_\_ 2025.

**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY**

**ATTEST:**

\_\_\_\_\_  
**Deputy Clerk**

**BY:** \_\_\_\_\_  
**Chair**

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_  
**County Attorney**

**ATTEST:**

**CITY OF PORT ST. LUCIE, FLORIDA**

\_\_\_\_\_  
**Clerk**

**BY:** \_\_\_\_\_  
**Mayor – Shannon M. Martin**

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_  
**Richard Berrios, City Attorney**