

LEASE AGREEMENT

This Lease Agreement is entered into as of the Effective Date (as defined in Section 3.1 below), by and between the MIDFLORIDA Credit Union Event Center, an entity of the City of Port St. Lucie, a Florida municipal corporation (hereinafter referred to as “Lessor” or “City”), and Hall of Fame Foundation, Inc., a Florida not-for-profit corporation (hereinafter referred to as “Lessee” or "Foundation").

WITNESSETH

WHEREAS, the Foundation recognizes persons who have brought honor to the State of Florida in the area of sports by inducting said persons into the Florida Sports Hall of Fame (hereinafter "FSHOF") each year; and

WHEREAS, those who have been inducted into the FSHOF traditionally entrust the Foundation with personal sporting memorabilia for public display; and

WHEREAS, the City has determined that it would be a public benefit to the residents of Port St. Lucie and the local area to display the sporting memorabilia entrusted to the care of the Foundation at the site of the MIDFLORIDA Credit Union Event Center, by increasing tourism and economic development; and

WHEREAS, the City will develop a new exhibit area in the MIDFLORIDA Credit Union Event Center, located at 9221 SE Event Center Place, Port St. Lucie, FL 34952, (“Leased Premises”) to display the sporting memorabilia; and

WHEREAS, the Foundation has determined that it would be to the benefit of the Foundation for the sporting memorabilia that is entrusted to its care to be housed and displayed at the

MIDFLORIDA Credit Union Event Center; and

WHEREAS, the Foundation has the authority to entrust the City with said memorabilia and wishes to deliver, and loan said memorabilia to the City for display in leased space at the MIDFLORIDA Credit Union Event Center in Port St. Lucie, Florida; and

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The recitals set forth above are true and correct and are incorporated into this Lease Agreement.

SECTION 2. TERMS AND CONDITIONS

1. The City shall lease to the Foundation approximately 1,800 square feet of secure space in the MIDFLORIDA Credit Union Event Center, as identified on Exhibit "A" attached hereto ("the leased space"). This leased space shall be used for the purpose of displaying the memorabilia which has been entrusted to the Foundation. The parties shall mutually agree upon memorabilia on display in the leased space. Said leased space shall be allocated and leased to the Foundation for the period stated in Section 3.1 below.
2. The Foundation shall pay the City the rate of \$1 per year in consideration of this lease agreement.
3. The City shall maintain and manage the displays of said memorabilia for the entire time the memorabilia is in this leased space. The City shall procure display cases that are locked and protect the memorabilia from the public.
4. The City shall pay for any and all administrative costs necessary to transport, safely and securely display said memorabilia, and for any and all building-related costs necessary to display said memorabilia in the leased space.
5. The Foundation shall cooperate with the City in maximizing the number of people

visiting the site to view the memorabilia and shall assist with raising funds for the operation of the facility so that the memorabilia shall be properly and safely displayed.

Said assistance shall include, but is not limited to:

- a. Allowing the City to publicly display the sporting memorabilia of which it has been entrusted by the members of the FSHOF.
 - b. Allowing the City to subcontract with companies or individuals for the display and installation of said memorabilia so long as it has as part of its purpose the promotion and general welfare of the FSHOF. Such permission shall be provided in writing by the Foundation before the City may contract with any companies or individuals to display and install said memorabilia.
 - c. Allowing the City to advertise that the MIDFLORIDA Credit Union Event Center is the official and exclusive home of the Florida Sports Hall of Fame.
 - d. Allowing the City to sell marketing opportunities/sponsorships/promotions within the FSHOF display area at the MIDFLORIDA Credit Union Event Center and with external marketing partners. The City shall retain 60% of any revenues generated from direct marketing/sponsorship/promotions sales generated by the City. The Foundation shall receive 40% of City generated sales. In the event the Foundation is directly responsible for generating revenues from marketing/sponsorship opportunities within the Leased Premises exclusive of Event Ticket Sales, the Foundation shall receive 60% of that sale with the City receiving 40%. The City will collect all revenues generated and disperse funds to the HOF as monies are collected for City sales and Foundation will collect all revenues generated by Foundation for the Leased Premises and disperse money to City as collected.
 - e. Any other assistance as mutually agreed upon by the parties in writing.
6. The parties recognize that the City will invest a significant amount of resources in displaying FSHOF memorabilia as well as the promotion of the FSHOF over the term

of this Lease Agreement. Both parties also agree that the City is incurring a considerable amount of expense to relocate the FSHOF to the MIDFLORIDA Credit Union Event Center. Both parties understand the long-term needs of the FSHOF require significantly more space than 1,000 square feet. Therefore, during the period outlined in **Section 3.1**, the parties shall endeavor to expand the footprint and visibility of the FSHOF. The Foundation agrees that the City shall have first right of refusal to assist in the development and expansion of the FSHOF.

7. MIDFLORIDA Credit Union Event Center shall be the site of the annual FSHOF press conference announcing the inductees to the FSHOF. The parties agree that the City shall be consulted about the location for the FSHOF Annual Induction Ceremony and beginning in 2022 shall be considered to be the site for said Ceremony on a rotating basis but at least once every five (5) years, the City in partnership with FSHOF, at a mutually agreeable location on mutually agreeable terms shall be entitled to host the Ceremony subject to Foundation expenses not exceeding the revenue for the Ceremony.
8. FSHOF, beginning in 2022, shall host at least one other event annually, but only if the Foundation decides to hold one or more additional events other than the FSHOF Annual Induction Ceremony, at the MIDFLORIDA Credit Union Event Center for the term of this Lease Agreement.
9. The City shall receive one full-page color advertisement in each FSHOF Induction Ceremony program for the term of this Lease Agreement.
10. In its capacity as the host site of the FSHOF, the City shall receive a complimentary table at each FSHOF Induction Ceremony for the term of this Lease Agreement.
11. The City and the MIDFLORIDA Credit Union Event Center shall be prominently displayed as the “official home” of the FSHOF on its website, social media sites, and all other marketing materials for the term of this Lease Agreement.
12. The Foundation will provide the City with new memorabilia each year from that year's induction class or from previous classes that has not been previously displayed.

13. The Foundation hereby acknowledges that it shall remain responsible (financially and otherwise) for the sporting memorabilia and incidental property (all of which is further referred to as the "Memorabilia Property"), that is housed and/or displayed at the MIDFLORIDA Credit Union Event Center. The Foundation further acknowledges and agrees that City is not, and shall not become, liable for loss or damage to the Memorabilia Property. The Foundation's responsibility for the Memorabilia Property shall apply at all times, whether said property is on display, in storage, or in transit, except for gross negligence or intentional actions by City.
14. The Foundation acknowledges that it will bear the risk of loss or damage to the Memorabilia Property, whether or not the Foundation has procured insurance to cover this risk, that the Foundation will be liable and accountable to FSHOF members and/or the owners of the Memorabilia Property, and that it shall indemnify, hold harmless, and waive the Foundation's rights of recovery against the City for loss or damage to the Memorabilia Property, except for gross negligence or intentional actions by City.
15. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 3. TERMINATION AND EXCLUSIVITY

1. The Foundation agrees to grant the City the exclusive right to display the FSHOF memorabilia throughout the term of this Agreement. The "Effective Date" of this Lease Agreement shall be the date approved by the City Council of the City of Port St. Lucie, Florida and executed by the City Manager, or his designee. Unless otherwise terminated as provided herein, the "Term" of this this Lease Agreement shall commence on the Effective Date and shall continue for an initial term of five (5) years thereafter. Following the initial five (5) year term, this Agreement shall automatically renew for an additional five (5) year period.

2. At any time during the initial term or any subsequent renewal term, each party shall have the right to terminate this Agreement, either for cause or for convenience, by providing the other party with 180 days advance written notice. The Foundation shall have an additional ninety (90) days to remove said memorabilia after the date of termination.

SECTION 4. SUCCESSORS AND ASSIGNS

The City and the Foundation each binds itself and its successors, permitted assigns, and legal representatives to the other Parties hereunder and their successors, permitted assigns, and legal representatives. The Parties acknowledge and agree that neither this Lease Agreement, nor any interest herein, may be assigned without the express written consent of the non-assigning party and any such assignment shall be memorialized by written amendment to this Lease Agreement. Except as otherwise expressly provided in this Lease Agreement, the Foundation may not sublease the whole or any part of the leased space without the City's prior written consent, which consent will not be unreasonably withheld.

SECTION 5. NOTICE

Any notice or correspondence required under this agreement shall be provided to the other party, by certified mail, return receipt requested, to the address set out below, as may be revised by either party following the notice requirements stated herein:

1. All notices and clarifications required under this Lease Agreement shall be directed to the following offices:

For the City:

Linda McCarty, Director
MidFlorida Event Center
9221 Southeast Event Center Place
Port St. Lucie, FL 34952

For the Foundation:

SECTION 6. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Lease Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Lease Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Lease Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Lease Agreement from being void should a provision which is of the essence of the Lease Agreement be determined to be void.

SECTION 7. INDEMNIFICATION

1. The Foundation shall indemnify, defend (by counsel reasonably acceptable to the City), protect and hold the City, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of the Foundation to comply with applicable laws, rules or regulations, (ii) the breach by the Foundation of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of the Foundation's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of the Foundation, its professional associates, subcontractors, agents, and employees; provided, however, that the Foundation shall not be obligated to defend or indemnify the City with respect to any such claims or damages arising out of the City's sole negligence.
2. Without in any manner waiving sovereign immunity pursuant to Section 768.28, Florida Statutes, the City will indemnify the Foundation from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorneys' fees, arising from or incurred because of any loss or damage sustained as a result of the City's failure to comply with the provisions of this Agreement, to the extent permissible by Florida Law. Nothing herein shall be deemed a waiver, express or implied, of the City's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes,

regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

3. The obligations imposed by this Section 7 shall survive the expiration or earlier termination of this Agreement.
4. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The City and the Foundation acknowledges the City's legal obligation to comply with § 119.0701, Florida Statutes.

SECTION 8. LIMITATION OF LIABILITY

IN NO EVENT, SHALL THE CITY BE LIABLE TO THE FOUNDATION FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

SECTION 9. GOVERNING LAW AND VENUE

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of St. Lucie County, Florida.

SECTION 10: ATTORNEYS' FEES AND COSTS

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

SECTION 11: WAIVER

A waiver by either the City or the Foundation of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 12: COMPLIANCE WITH LAWS

Foundation will at all times during the Term of this Lease Agreement, at Foundation's sole cost and expense, perform and comply in all material respects with all laws, rules, orders, ordinances, regulations and requirements of any governmental authorities now or hereafter enacted or promulgated which are applicable to the leased space or the operations and activities of the Foundation conducted thereon.

SECTION 13: AUTHORITY TO ENTER LEASE AGREEMENT

1. The City has the authority and power to enter into this Lease and to consummate the transaction provided for herein. This Lease and all other documents executed and delivered by the City pursuant to this Lease have been duly authorized, executed and delivered by the City and constitute legal, valid, binding and enforceable obligations of Landlord.

2. The Foundation is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Florida. The Foundation has the authority and power to enter into this Lease and to consummate the transaction provided for herein. This Lease and all other documents executed and delivered by the Foundation pursuant to this Lease have been duly authorized, executed and delivered by the Foundation and constitute legal, valid, binding and enforceable obligations of the Foundation.

SECTION 13: ENTIRETY OF AGREEMENT

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals and writings.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____, 2020.

LESSOR/City of Port, St. Lucie:

ATTEST:

CITY OF PORT ST. LUCIE.
A Florida municipal corporation

By: _____
Karen Phillips
City Clerk

By: _____
Russ Blackburn
City Manager

Approved as to form and legal sufficiency:

James D. Stokes
City Attorney

State of: _____

County of: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by **Russ Blackburn**, who is personally known to me or has produced _____ as identification.

(Notarial Seal)

NOTARY PUBLIC
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

WITNESSES

LESSEE/Hall of Fame Foundation, Inc.:

Signature
Print Name: _____

Tim Ramsberger, Chairman

Signature
Print Name: _____

State of: _____

County of: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by **Tim Ramsberger**, who is personally known to me or has produced _____ as identification.

(Notarial Seal)

NOTARY PUBLIC
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

Exhibit A

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GAME ROOM

ARCHITECTURAL PRE-CAST
CONCRETE CAP W/ MORTAR
JOINTS (LENGTHS TYP 6'-0")
ATOP CMU STEM WALL W/
STUCCO FINISH

HALF-ROUND ARCHITECTURAL
EXPANDED POLYSTYRENE COLUMN
W/ URETHANE SAND FINISH, TAPERED
W/ SQUARE BASE & CAPITAL (TYP OF
4 TIMES) INTERIOR CONDITION

FULL-ROUND ARCHITECTURAL
EXPANDED POLYSTYRENE COLUMN W/
URETHANE SAND FINISH, TAPERED W/
SQUARE BASE & CAPITAL (TYP OF 4
TIMES) INTERIOR CONDITION

ALUM THRES, TYP 12'-5"
HALF-ROUND ARCHITECTURAL
PRE-CAST CONCRETE COLUMN,
TAPERED, W/ INTEGRAL BASE &
CAPITAL (TYP 4 TIMES) EXTERIOR
CONDITIONS

