

MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT
FOR
UNITED WAY GOLF CLASSIC EVENT

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 28th day of August, 2024 ("Effective Date"), by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, by and through the Neighborhood Services Department, ("CITY"), and **UNITED WAY OF ST LUCIE & OKEECHOBEE**, located at 4800 S. U.S. Highway 1 Fort Pierce, FL 34982 ("UNITED WAY")(collectively referred to as the "Parties").

ARTICLE I - RECITALS:

WHEREAS, United Way is a 501 (c)(3) which has been in operation since 1962. For over 60 years, it's been viewed as an organization effective, efficient, and experienced in understanding and providing for health and human services needs in St. Lucie County.

WHEREAS, United Way relies on donated and fundraising dollars to award community impact grants for programs that improve basic needs, education, financial stability and health in St. Lucie and Okeechobee Counties.

WHEREAS, the CITY would like to support United Way in its fundraising efforts by co-hosting United Way's annual United Way Golf Classic Event ("GOLF EVENT") for 2025 by providing the venue; and

WHEREAS, the GOLF EVENT will be held on June 7, 2025, from 8:30 a.m.-3:00 p.m., subject to inclement weather, on the CITY owned premises of the SAINTS GOLF COURSE, located at 2601 SE Morningside Blvd, Port St. Lucie, FL 34952 ("Event Premises"); and

WHEREAS, CITY will assist UNITED WAY with coordinating activities and events for the GOLF EVENT as outlined in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 2 – SPECIAL CONDITIONS:

1. PURPOSE

This Agreement is made between the Parties for the sole purpose of co-hosting the GOLF EVENT on behalf of UNITED WAY's fundraising efforts to support health and human service needs in St. Lucie County.

2. EVENT PREMISES

The CITY grants UNITED WAY a revocable non-exclusive license to utilize the SAINTS GOLF COURSE (the "Event Premises") for the purpose of co-hosting the GOLF EVENT. Said Event Premises includes the area more particularly described and/or reflected in **Exhibit "A"** attached hereto.

3. USE OF PREMISES

The Event Premises are to be used by UNITED WAY for the furtherance of the community and civic goals of the CITY, including, but not limited to, conducting the GOLF EVENT as particularly described in The Saints Golf Course Golf Tournament Reservation Contract attached as **Exhibit "B"** and incorporated by reference to this Agreement. UNITED WAY shall restrict its use to such purposes, terms and conditions, and shall not permit other uses of the Event Premises without the written consent of the CITY.

4. TERM

This Agreement shall commence upon execution by the Parties ("Effective Date") and shall remain in full force and effect until June 7, 2025, unless extended in writing by both parties upon mutually acceptable terms and conditions or terminated in accordance with the Agreement.

5. GOLF EVENT PLANNING

The Parties will collaboratively coordinate activities and events for the GOLF EVENT including sponsorship recruitment, sponsorship packages, tournament registration, VIP packages, volunteer recruitment, prizes & awards, and all other activities related to the GOLF EVENT.

6. GOLF EVENT FUNDS

The Parties agree that UNITED WAY will serve as the fiduciary agent for the GOLF EVENT wherein all funds, including cash, donations, and sponsorship dollars, received and to be paid out for the GOLF EVENT will be held by and distributed through UNITED WAY.

ARTICLE 3 – GENERAL CONDITIONS:

1. INDEMNIFICATION/HOLD HARMLESS

The CITY shall not be liable for any damage claim(s) from injury to person(s) or property from any cause relating to the occupancy, construction, improvement, maintenance, or operation of the Event Premises by the UNITED WAY during the term of this Agreement or any extension

thereof. The UNITED WAY agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the UNITED WAY, agents, laborers, vendors, or other personnel entity acting under the UNITED WAY's control in connection with the terms of this Agreement and, to that extent, the UNITED WAY shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the CITY in defense of such claims and losses including appeals. The aforesaid hold-harmless Agreement by the UNITED WAY shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the actions of the UNITED WAY or any agent laborers, or any employee or volunteer of the UNITED WAY, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The UNITED WAY shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by the UNITED WAY during the performance of this Agreement. The UNITED WAY shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on this Agreement. The UNITED WAY shall secure all permits, fees, licenses, and inspections necessary for the execution of this Agreement.

Nothing contained in this License 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 extending or increasing the limits of liability as set forth in Section 768.28 of Florida Statutes.

No provision of this Agreement shall be construed to create a partnership or joint venture of any type between the CITY and the UNITED WAY, or in any way make either responsible for any debts, losses or liabilities of the other, without limitation. This Agreement shall not be assigned, subcontracted or transferred to any other entity without the express written approval of the CITY.

2. INSURANCE

UNITED WAY shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review

or acceptance of insurance maintained by the UNITED WAY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by UNITED WAY under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

A. Workers' Compensation Insurance & Employer's Liability: The UNITED WAY shall agree to procure and maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by UNITED WAY qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

B. Commercial General Liability Insurance: The UNITED WAY shall agree to procure and maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

C. Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory.

Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

D. Cyber Liability Insurance: The UNITED WAY shall agree to procure and maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis

E. Professional Liability Insurance: The UNITED WAY shall agree to procure and maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of UNITED WAY's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the UNITED WAY warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, UNITED WAY shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

F. Automobile Liability Insurance: The UNITED WAY shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event that the UNITED WAY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing UNITED WAY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

G. Except as to Workers' Compensation and Employers' Liability Insurance and Professional Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability and Business Auto, and Cyber Liability policies and other policies as required. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents the contract, 2024 United Way Golf Tournament Event MOU Agreement shall be listed as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the UNITED WAY shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

H. Waiver of Subrogation: The UNITED WAY shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then UNITED WAY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

I. Deductibles: All deductible amounts shall be paid for and be the responsibility of UNITED WAY for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

J. It shall be the responsibility of UNITED WAY to ensure that all independent UNITED WAYs and sub-UNITED WAYs comply with the same insurance requirements referenced herein. It will be the responsibility of the UNITED WAY to obtain Certificates of Insurance from all independent UNITED WAYs and sub-UNITED WAYs listing the City as an Additional Insured without the language when required by written contract. If UNITED WAY, independent UNITED WAY or sub-UNITED WAY maintain higher limits than the



minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by UNITED WAY, independent UNITED WAY, or sub-UNITED WAY.

- K. The UNITED WAY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."
- L. The City by and through its Risk Management Department reserves the right, but not the obligation to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.
- M. A failure on the part of UNITED WAY to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

3. TERMINATION

In the event the Parties mutually agree in writing, the Agreement may be terminated on the terms and dates stipulated therein. Notwithstanding, CITY shall have the right to terminate the Agreement without cause by providing UNITED WAY with thirty (30) calendar days written notice.

4. PUBLIC RECORDS

UNITED WAY understands that CITY is a public entity whose records are available and open to the public for review and inspection. UNITED WAY agrees to comply with public records laws, specifically to:

- i. Keep and maintain public records required by the CITY to perform the service.
- ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. UNITED WAY's records under this Agreement include but

are not limited to, supplier/sub engineer invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

- iii. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If UNITED WAY does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
- iv. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the does not transfer the records to CITY.
- v. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the UNITED WAY or keep and maintain public records required by the CITY to perform the service. If UNITED WAY transfers all public records to the CITY upon completion of the contract, UNITED WAY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UNITED WAY keeps and maintains public records upon the completion of the contract, the UNITED WAY shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. **IF UNITED WAY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNITED WAY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM

- vi. If UNITED WAY fails to provide the public records to the CITY within a reasonable time, UNITED WAY may also be subject to penalties under Section 119.10, Florida Statutes.

5. COMPLIANCE WITH LAWS

UNITED WAY shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and binding codes and shall, at his own expense, secure and pay the fees and charges for all permits which it is required for the performance of the Agreement. All services provided are to comply with all applicable federal, state, and local laws and regulations.

6. CONTRACTUAL RELATIONSHIP

Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Neither UNITED WAY nor any of UNITED WAY's agents, employees, subconsultants, or consultants shall become or be deemed to become agents, or employees of the City. UNITED WAY shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subconsultants, including but not limited to, employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Agreement.

7. ASSIGNMENT

UNITED WAY shall not delegate, assign, or subcontract any part of the work under the Agreement or assign any monies due it hereunder without first obtaining the written consent of the City. Notwithstanding the foregoing, if an entity purchases all or substantially all of UNITED WAY's assets, UNITED WAY merges, or UNITED WAY's parent company merges, with another entity, then it shall immediately notify the City of such action, or if protected by confidentiality obligations, as soon as permitted. If the City objects to such purchase, sale, or merger so notified, the City has the right to cancel this Agreement within thirty (30) days after such notice, without penalty.

8. LAW, VENUE, AND WAIVER OF JURY TRIAL

The Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce the Agreement, arising out of the Agreement, or related to the Agreement, shall be in St. Lucie County, Florida.

The parties to the Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

9. SEVERABILITY, NON-EXCLUSIVITY, AND CONFLICT

If any provision of the Agreement is judicially or administratively held invalid the remainder of the Agreement will remain binding upon the parties, unless the inoperative provision would cause enforcement of the remainder of the Agreement to be inequitable under the circumstances.

UNITED WAY acknowledges and agrees that the Agreement is non-exclusive.

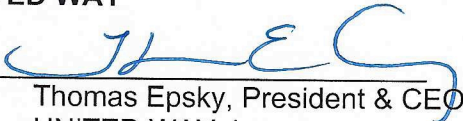
In the event of any conflict between the terms within this Attachment and any exhibits attached hereto, the terms of this Attachment shall control. Unless expressly agreed to within the Attachment, any reference to terms, conditions, requirements, or similar provisions, including those pointing to such provisions on a website or link, shall have no force or effect.

10. ENTIRE AGREEMENT

It is agreed that this document contains the entire Agreement between the parties regarding the GOLF EVENT, and this Agreement shall not be modified in any respect except in writing signed by both Parties. Any and all disputes pertaining to this Agreement shall be referred for resolution to the City Manager for the CITY.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding Agreement (MOU) as of the date entered above and the respective signatories of the Parties whose signatures appear below hereby warrant and represent that they are duly authorized to execute this MOU and bind their respective Party.

UNITED WAY

By: 
Thomas Epsky, President & CEO
UNITED WAY, Inc.

CITY OF PORT ST. LUCIE
a Florida municipal corporation

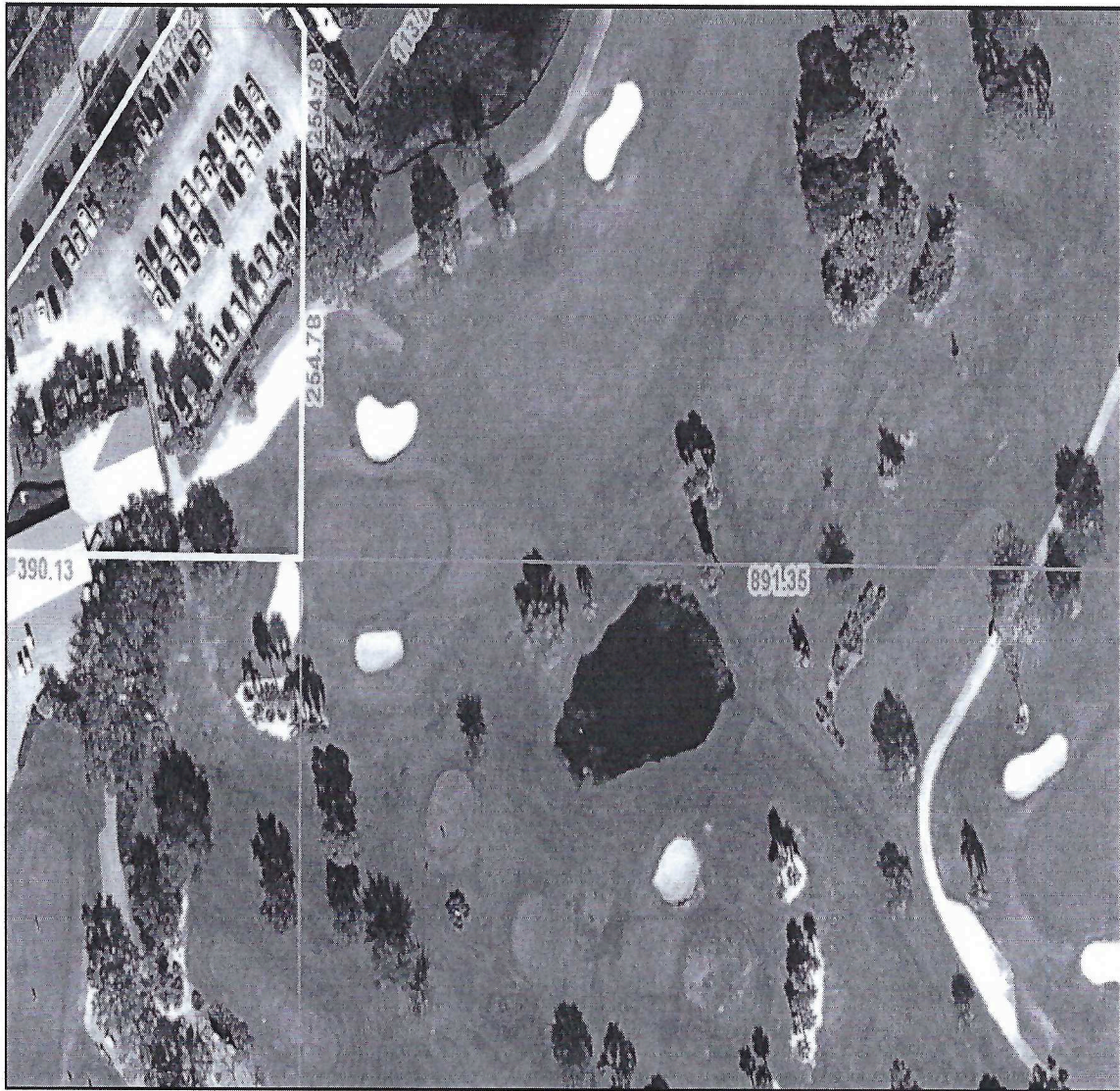
By: _____
Jesus Merejo
City Manager

Approved as to Form and Legal Sufficiency:

Richard Berrios
City Attorney

EXHIBIT A
Event Premises
Saints Golf Course

Saint Lucie County Property Appraiser



6/3/2024

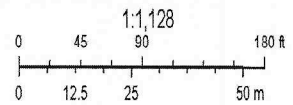


EXHIBIT B
Use of Premises Requirements
Saints Golf Course Golf Tournament Reservation Contract



Today's Date: 06/28/2024

GOLF TOURNAMENT RESERVATION CONTRACT

Thank you for choosing The Saints Golf Course as the site for your next golf event. Our professional staff and overall amenities are here to exceed your every need. This contract identifies specific details for ensuring that all of your event requirements are fully addressed. Our goal here is for you to have a completely successful event and for all of your participants to fully enjoy their time here at The Saints Golf Course.

Official Event Title: United Way Golf Classic Event

Event Date and Start Time: June 7, 2025, 8:30am

Contact Name/Tournament Chairperson: Tatum Kelley

Address: United Way of St. Lucie & Okeechobee 4800 S. U.S. Highway 1 Fort Pierce, FL 34982

Primary Phone: Alternate Phone: 772-464-5300 EXT. 102

Email: tatum.kelley@uwslo.org Fax #: _____

Tax Exempt ID #: 85-8012668569C-8 (must attach tax exempt certificate)

Agreed to # of Players: 104

Type of event (Scramble, Individual Stroke Play, etc.) Shotgun Start, Four Ball Scramble

Tournament Scoring Needed by Saints Staff (Y/N) Y

Proximity Markers Needed (Y/N): Longest Drive Y Closet to the Pin Y

GOLF EVENT TERMS AND CONDITIONS:

The tournament chairperson will assure no participants will interfere with the public's enjoyment of the golf course. The tournament chairperson shall advise the course of the number of players anticipated to play at fourteen (14), ten (10), and five (5) days prior to the tournament. At least four (4) days prior to the tournament date, the tournament chairperson shall provide the course with a copy of a list of players. The course reserves the right to cancel the tournament if the course determines that playing conditions require cancellation. If the tournament is cancelled by the course prior to the completion of nine (9) holes by all tournament players, the course shall make a reasonable effort to reschedule the tournament for a date and time convenient for the players. If the tournament cannot be rescheduled, all monies (except gift certificates) shall be refunded in

full. This shall not apply if all players have completed nine (9) holes. Banners, flyers and/or handouts must be approved by golf course staff and shall not interfere with our regular golf course operations.

A list of players (pairing list and alphabetical) needs to be provided at least seven days prior to the tournament date, for the preparation of scorecards and cart tags. The Saints Golf Course recommends having at least 72 players to consider an 18-hole shotgun start. Less than 72 players may start using a modified shotgun start. (Modified shotgun: A shotgun start in which a portion of the 18-holes is occupied in order for the club to open the remainder of the facility for public play.)

FEES AND PAYMENTS

The agreed upon fees for this tournament are \$ 30 per person. A non-refundable deposit of 50%, based on the estimated number of players, is due ten (10) days prior to the scheduled date for this Golf Event. A minimum of 72 players is required. For additional players above the estimate, the rate will be \$ N/A per person. The 50% deposit will be applied to the final bill. The final payment for all players, must be made on or before the tournament date. The final payment is based off of the total number of players agreed to at the signing of this tournament contract and any additional players. This amount must be paid with cash, certified check, or credit card. Checks are to be made payable to The Saints Golf Course. Groups arriving with fewer than the estimated number of players agreed to by the tournament director at the signing of this contract will be charged according to the payment schedule. No refunds from the initial deposit will be given for no shows.

FOOD AND BEVERAGE

All food and beverages consumed on The Saints Golf Course property must be purchased through The Saints Pub and coordinated with the concessionaire (The Saints Pub), unless otherwise negotiated. The City of Port St. Lucie and The Saints Golf Course prohibit outside food or beverage being brought into the facility by any outside entities. No personal coolers or containers are allowed.

DRESS CODE

It is the tournament chairperson's responsibility to notify all golfers of the required dress code at The Saints Golf Course. All participants must wear collared shirts and appropriate bottoms (slacks, dress shorts, or dress jeans). Tee shirts are not permitted. If a tournament player is not appropriately attired, he or she will not be allowed to play on the course unless a change of attire is obtained. The Saints Golf Course is a "spike-less" facility, and all players must wear appropriate soft spike golf shoes or sneakers.

SIGNAGE

The Saints Golf Course will place and remove, at no additional cost, any signage utilized by the tournament. Signage can only be realtor-style sign (T-sign) unless approved by golf course management. Signage must be claimed by each event and removed from the property at the conclusion of the event. If the signage is not claimed within 72 hours after the tournament, the signage will be assumed to be abandoned and will be discarded.

CANCELLATION POLICY

The Saints Golf Course prides itself in event planning and facilitating professional events for all groups. In most cases, our staff maintains schedules well in advance of association or group commitment dates. In the event of a cancellation, it is unlikely another group can fulfill these dates, especially if cancelled close to the actual event date. It is the sole discretion of The Saints Golf Course to determine if weather is cause for cancellation on the day of the event. If, in our opinion, an event must be cancelled due to weather, you will have the option to reschedule for another day. Once an event begins, there will be no refunds unless the course is closed by the officials on site.

INCLEMENT WEATHER

Cancellation of the tournament will be considered only if The Saints Golf Course officially closes the course to all play. The tournament will be rescheduled based on date availability and/or requested rain date.

INDEMNIFICATION

- A. CITY shall not be liable for claims of damages based on injury to persons or property from any cause relating to the occupancy, construction, improvement, maintenance, or operation of the leased Property by YOU during the term of this Agreement or any extension thereof. YOU shall indemnify CITY from all liability, losses, or other damage claims or obligations resulting from any injuries or losses of this nature.
- B. Indemnification (Property). YOU hereby release and forever discharge CITY, its elected officials, officers, employees, and agents (collectively "Released Parties"), and agree to defend (with legal counsel approved by CITY), indemnify, and hold the Released Parties harmless from and against any and all liabilities, claims, losses, demands, damages, actions, lawsuits, costs, and expenses, of any kind or nature, including but not limited to, all costs of investigation and attorneys' fees, experts' fees, and costs through trial and appeal and proceedings for determination of entitlement to and amount of such fees and costs, arising out of, incidental to, or in any way connected with the condition, use, or maintenance of, or access to, the Property or construction, improvement, or installation of equipment on the Property thereon or therein, or otherwise arising under this agreement. YOU UNDERSTAND AND AGREE THAT THIS RELEASE AND INDEMNIFICATION INCLUDES ANY AND ALL CLAIMS BASED ON THE NEGLIGENCE, ACTIONS, OR INACTION OF CITY OR ANY OTHER RELEASED PARTY AND INCLUDES ANY OTHER CAUSE OR CONDITION WHATSOEVER, AND COVERS, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE.
- C. Indemnification (Occupation and Use). YOU shall defend (with legal counsel approved by CITY), indemnify, and hold the Released Parties harmless from and against any and all liabilities, claims, demands, damages, actions, lawsuits, judgments, penalties, losses, costs, or expenses, of any kind or nature, including, but not limited to, all costs of investigation and attorneys' fees, experts' fees, and costs through trial and appeal and proceedings for determination of entitlement to and amount of such fees and costs, arising out of, incidental to, or in any way connected with: the use, occupancy, maintenance, or improvement of the Property. Said indemnification obligation includes any damage of any kind or nature to the Property or to any City improvements, structures, installations, or equipment thereon or therein wherein the Property is situated. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by

CITY whether by contract or under any law or regulation. CITY's liability in all instances shall be limited to the monetary limits set forth in s. 768.28, Florida Statutes.

DAMAGES

The tournament chairperson will assume responsibility for any and all damages incurred to the golf course, equipment and or buildings as a result of the tournament. You agree to exercise extreme caution when operating equipment (specifically but not limited to golf carts) and utilizing the golf course property. In the event that you cause damage to the property and/or equipment used by your participants, you agree to pay us in full for any damages.

GOLF CART AGREEMENT

- Golf Carts are mandatory for each player with no more than two persons per golf cart.
- Each Player must have their own set of golf clubs.
- Spectator golf carts can be made available for rent, dependent upon the total number of tournament players and as agreed upon at the time of this agreement signing.
- Persons under the age of 16 and/or who do not possess a valid driver's license are not permitted to drive a golf cart at any time.
- Golf cart must stay back 30 feet from greens, tees, and water hazards at all times.
- Each cart will include an on-board GPS system to provide yardage and other course information to the golfers.
- No cart is permitted on levees at any time.
- Drive carefully. Maintain a firm grip on the steering wheel at all times. Do not spin wheels.
- Golf cart parking brake must be engaged and set before leaving golf cart.
- The Saints Golf Course reserves the right to refuse the use of carts to any person not following these and other rules without refunding their fee, if applicable.
- If not told otherwise, always use the 90-degree rule with your golf cart.
- The user and / or users are financially responsible for any damage done or caused by ill use and/or misuse of said golf cart resulting in damage to the golf course, golf cart and/or persons.

CONDITIONS OF THE AGREEMENT

Performance of the agreement is contingent upon the ability of The Saints Golf Course management to complete the same, and is voidable in the event of labor dispute or strikes, accidents, government (Federal, State, or Municipal) requisitions, restrictions upon travel, transportation, food, beverages, or supplies, and or other causes, whether enumerated herein or not, beyond the control of The Saints Golf Course, preventing or interfering with the delivery of services required for the private function. In no event shall The Saints Golf Course be held liable for other damages.

EVENT TERMS AND CONDITIONS AGREED TO:

Signature below indicates that I/we fully consent with all of The Saints Golf Course event terms and conditions including, but not limited to, payment, player count, dress code, food and beverage, inclement weather, and cancellation policies.

Tournament Representative:

Tatum Kelley, Director of Devel, Date: 08/28/2024
(Print) Name, Title UWSLO

The Saints Golf Course Representative:

(Print) Name, Title Date: _____

WHAT THE SAINTS GOLF COURSE PROVIDES:

1. Use of the driving range and golf course with GPS.
2. Free range balls for tournament participants.
3. Assistance with tournament scores.
4. Personalized Golf Carts included per registered group with hole locations and starting times.
5. Optional Golf Club rental (regular rates apply).
6. Mobile Beverage Cart Service during tournament (Provided by City-contracted Concessionaire).
7. Food & Beverage services and use of the Sandpiper Bay Banquet Room (must be reserved through City Contracted Concessionaire (The Saints Pub) at the time of tournament reservation). Regular rates for these services are applicable.

WHAT THE SPONSORING ORGANIZATION PROVIDES:

1. Additional equipment that is not provided by The Saints Golf Course.
2. Manpower to move any equipment brought in by the group.
3. Tee sponsorship signs (if applicable).
4. Post-function: Removal of all Tee sponsorship signs and additional equipment at the conclusion of the tournament.
5. All awards/trophies/prizes relative to tournament winners and/or participation.

FACILITY RULES:

1. Decorations must meet the approval of The Saints Golf Course in advance. Decorations must be freestanding or tabletop. Nothing may be hung from the walls or ceilings. Restaurant and lobby furniture may not be moved.
2. Parking is permitted in the front parking lot or overflow parking near #10 Tee.
3. Fire exits must not be blocked. All exits must be unobstructed.
4. No outside food or any beverages are permitted under any circumstances and will be a direct violation of the City's Food & Beverage contract and liquor license.
5. Participants who are identified as a "no-show," will not be refunded greens/tournament fees.
6. Management will have the right to offer open tee times to the public before or after a reserved tournament providing that there are no impacts to the scheduled tournament.

7. Tournament Tee Sponsorship signage will be permitted during scheduled tournaments and must be placed on a realtor-style sign (T-sign) and can be located at each tee location. No sponsorship signs will be permitted at any other location or be attached/affixed to any buildings, walls, windows, trees, etc. The Tournament chairperson will be responsible for removal of all Tee Sponsorship signs.
8. At no time will the organizers/associates of a tournament promote/organize such events/games or fundraisers on City property that enables inappropriate and/or illicit behavior(s) in a public venue or on public property.
9. This policy is applicable only during the months of June through October. The months of November through May are restricted from tournament play.
10. All tournament participants must sign the Golf Cart Release of Liability and Indemnity Agreement prior to play commencing.