

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/18/2024

Contract/Lease Control #: L24-0513-TDD

Procurement#: N/A

Contract/Lease Type: LEASE-AGREEMENT

Award To/Lessee: NORTHWEST FLORIDA FAIR ASSOCIATION, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/16/2024

Expiration Date: 09/30/2024 W/ 1YR MONTH TO MONTH RENEWALS

Description of: LEASE OF "FACILITY" FOR MAINTENANCE AND REVENUE

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

L24-0513-TDD

Lease Agreement
Between the Northwest Florida Fair Association, Inc. and
Okaloosa County, a political subdivision of the State of Florida

This Lease agreement, hereinafter referred to as the "Lease," is executed and entered into this 16th day of January, 2024 by and between, Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Lessor" or "County", whose principal address is 1250 N. Eglin Parkway, Suite 102, Shalimar, Florida, and Northwest Florida Fair Association, Inc., hereinafter referred to as "Lessee", whose principal address is 1958 Lewis Turner Blvd., Ft. Walton Beach, FL 32547.

WHEREAS, the Northwest Florida Fair has been a long-standing, traditional event within Okaloosa County; and

WHEREAS, the Lessee has created a venue in Fort Walton Beach (the "Facility") for this purpose and many other quality community events due largely to the tenacity and leadership of Charles "Bull" Rigdon; and

WHEREAS, over the years the Facility has struggled with maintenance and revenue issues, at the same time development has increased in the area, and interest in various events at the Facility has waned; and

WHEREAS, the County purchased the fairgrounds property in July 2023 with the explicit goal of making it a tourism asset and to operate the Facility and premises as an event venue to attract visitors to Okaloosa County; and

WHEREAS, the County intends to improve the fairgrounds property as a quality event venue to not only continue the events currently held on the property, but to grow those events and attract new events; and

WHEREAS, in the short term the Parties seek to work together to provide a smooth transition from the current management and operation of the Facility under the Fair Board to the County's Tourist Development Department management and operation of the Facility under the Board of County Commissioners; and

WHEREAS, long-term it is the desire of the County to honor the Okaloosa County Fair's proud history and see the Fair continue to succeed in the future by continuing to host the Lessee's annual event with priority selection of the annual fair dates at no cost for the utilization of main facilities and equipment historically utilized for the Fair.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the parties agree as follows:

SECTION ONE
Leased Property and Use of Property

1.1 In consideration of the covenants, conditions, agreements, compensation, and stipulations provided in this Lease, the Lessor does hereby lease certain real property located at the Okaloosa County Fairgrounds (the "Fairgrounds") to Lessee, which is generally the buildings and area within the fenced area and otherwise as indicated in the attached and incorporated Exhibit A ("Leased Premises" or "Property").

1.2 In addition, the Lessee shall have the shared use of the other buildings and areas, also shown in Exhibit A, in coordination with the Lessor, for usage such as event parking and storage, and intermittent RV usage.

1.3 The Property is leased to Lessee for the purpose of allowing the rental and temporary use of the Property by certain for-profit and non-profit organizations that is within Lessee's ordinary, customary, and historical course of business. Examples of these events are as shown in a list of recent events attached as Exhibit B. The Lessee shall not, other than in its ordinary, customary, and historical course of business, assign, transfer, lease, or sublease, any part of the Property, without the express written consent of the Lessor. All temporary leases shall not exceed one week or exceed the term of this Lease without the expressed written approval of the Lessor, with the exception of the Annual Fair Event itself which may be up to 10 days in duration and for current car rental parking storage, which may be continuous and ongoing throughout the Lease. Additionally, no other use is authorized for any portion of the Leased Premises.

1.4 Such use of the Property shall also be subject to the terms and conditions listed herein, specifically those which allow Lessor to make improvements to the Property, have complete access to the Property, and which allows Lessor's limited use of the Property for storage.

SECTION TWO
Lease Term

2.1 The term of this Lease shall commence upon signature of the parties and shall continue until September 30, 2024, unless otherwise terminated earlier as provided herein.

2.2 After September 30, 2024, the Lease may continue month-to-month, for no longer than twelve (12) months, under terms mutually agreeable by the Parties in writing. The County Administrator shall have authority to approve the month-to-month extensions within the timeframe herein. The Lessee may book events occurring throughout this lease period in a similar manner as Lessee does today. Bookings after September 30, 2024 may still occur in a similar manner, however, they may only be done with concurrence of the County in a form/manner prescribed by the County.

SECTION THREE
Rent and Tourist Development Taxes

3.1 The Lessee shall pay to Lessor Five-Hundred (\$500.00) dollars per month payable on the 1st day of each month to Okaloosa County, at such place as may be designated by Lessor. Lessee is responsible for any and all taxes applicable to its use of the Leased premises.

3.2 If Lessee fails to pay the rent within thirty (30) days, Lessee shall then pay interest to the Lessor at the maximum legal allowable rate authorized by the State of Florida. If any rental fee or other charge remains delinquent for a period of ten (10) days after written notice has been given, Lessor shall have the option of terminating this Lease as set forth in herein.

3.3 In addition, Lessee shall pay any and all taxes, assessments, charges, recording and document fees, costs and expenses that may be due as a result of this Lease, together with all interest and penalties that may accrue thereon.

3.4 Lessee shall specifically pay any tourist development taxes due on the rental of RV spots due and payable to the Okaloosa County Clerk of the Court (collector of tourism taxes). In the event of the failure of Lessee to pay these items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of the Lessee or failure by the Lessee to comply with the terms and conditions of this Lease, shall be deemed to be additional rent, and in the event of non-payment, Lessor shall have all rights and remedies as herein provided for failure to pay rent.

SECTION FOUR
Utilities/Inspections

4.1 The Lessee agrees to pay all charges for utility services and costs of tap fees, installations, including water, oil/water separation, heat, light, power, sewage and garbage, internet, fire and health department inspections, fire extinguisher certifications and other expenses necessary to operate the Facility and maintain compliance with applicable local, state and federal laws.

SECTION FIVE
Ownership/Disposition of Tangible Property

5.1 On the Leased Premises there currently exists tangible equipment and property owned by Lessee and a variety of individuals and entities. Lessee shall begin to sort through these tangible properties in anticipation of larger County improvement/investments in the Facility and the future operation and management of the Facility by the County's Tourist Development Department at the end of this Lease. Additionally, the Lessor anticipates some debris removal, demolition, construction, and other physical improvements performed during the term of this Lease. To that end, the Lessee agrees to following:

a. By February 1, 2024 to remove any property owned by others that is not part of the daily operation of the Facility or use thereof (i.e. boat, trailers). Such would not necessarily include loaned folding tables and the rental of space to lease cars. However, for other property not removed from the Property, the Lessee shall create a detailed list of all remaining property owned by others. The detailed list shall include the following information about the remaining property: owner, owner contact information, description of items, picture(s), location on the property, any agreement or compensation for storage (if applicable), potential use of the property, proof of insurance of items, and other relevant information. If possible, items retained on the Leased Premises shall also be tagged via a system developed and working in conjunction with the Lessor.

b. By April 1, 2024 to remove or relocate any Lessee property that is not part of the daily operation of the Facility or use thereof. The Lessee and Lessor agree to work together to safely store any Lessee property remaining on site. Lessee shall develop a detailed list of all Lessee's property, not removed, that shall include the following information: a description of items, location on the property, proof of insurance of items, picture(s) and other relevant information. Lessee items retained on the Leased Premises shall also be tagged, via a numbered system, developed and working in conjunction with the Lessor.

c. Following a and b above, the Lessee hereby designates all remaining tangible, non-real property on site to be the property of the Lessor. As owner of the property the Lessor shall then have the ability to do any of the following, including, but not limited to:

1. Keep the assets on the property and use/display on site.
2. Loan or grant the asset to local museums in the County.
3. Repurpose the asset/property within the County.
4. Sell the asset/property and utilize the proceeds to reinvest in the property.
5. Dispose of the asset/property.

d. Nothing above shall preclude the Lessor and Lessee from cooperatively identifying disposable assets earlier, and specifically on a building by building basis to begin this process in a systematic way. Lessee property given to the Lessor to the extent possible shall be listed on a bill of sale to the County.

SECTION SIX

Ownership and Improvements to Real Property

6.1 The Leased Premises along with any and all improvements hereafter installed, erected, or placed within the Leased Premises, including alterations and repairs, are the property of the Lessor. At the end of this Lease, if Lessee is not in default, Lessee shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, Lessee shall promptly repair the same). Any such equipment or trade fixture that may be removed under these conditions shall be identified by April 1, 2024.

6.2 During the term of the Lease the Lessor may make improvements to the Property at Lessor's expense. Generally, these improvements shall not be normal maintenance and shall likely be capital improvements that are anticipated to be longer lasting in duration. These improvements may include, but shall not be limited to: the replacement of bathrooms, repair or replacement of roofs, removal of debris, electrical, plumbing, & HVAC upgrades, fencing, and stormwater changes, demolition of buildings, and cosmetic repairs such as paint, flooring, ceilings, insulation, concrete, lighting, etc. These improvements will be done in coordination with the Lessee and shall generally be worked around scheduled events. Additionally, the Lessor may choose to make repair or improvements to the Facility that otherwise are required of the Lessee, however such decisions shall not be the Lessor's acceptance of any responsibility beyond the repair/improvement the made by the Lessor.

6.3 In consideration of transferring the building and other improvements currently located on the Leased Premises, the Lessee's debt obligation for various HVAC upgrades previously paid for by the County is forgiven. The Funding Agreement for HVAC System Replacement at Fairgrounds, dated September 17, 2019 and later a First Amendment dated May 3, 2021, between the Parties is hereby terminated.

SECTION SEVEN

Transitional Cooperation (Access, Information, and Storage)

7.1 The parties shall work cooperatively throughout the Lease period towards the impending transition of operations and management of the Facility to occur on or about September 30, 2024. Such cooperation shall entail but shall not be limited to the following:

a. Access to the Facility and public events by County employees designated by the Lessor. This may include obtaining keys and codes to all buildings and gates. If requested, Lessee shall provide the Lessor, a minimum of up to two passes to allow access to booked events that are otherwise open to the general public for the Lessor to utilize for observation, fact gathering and other preparation/due diligence activities in advance of the end of this Lease.

b. Providing monthly information on all events including but not limited to: their location(s) on the property, duration, fees, equipment supplied, utilities utilized, fees paid, entry fees charged to patrons, RV spaces leased, concession supplies, utilities and additional revenues earned.

c. The sharing of information on any facility marketing, social media purchased, event inquires not booked. After the end of the lease-term, Lessee agrees to refer any non-fair inquiries to the Lessor and work with the transition of web traffic from the Lessee's site when not associated with the fair (i.e. a redirect link for those looking to lease the facility).

d. Reporting or otherwise maintaining a log of all repairs to the Facility of any significance.

e. Providing all facilities conditions known to include such things as the age and condition of mechanical systems, including any problems with Facility. This effort has already begun in earnest and is expected to continue throughout the term of this Lease.

7.2 The Lessor shall have the right to have some limited storage on the Property for tangible property/equipment. Examples may include maintenance equipment for outside the fairgrounds, equipment that may be used at the Facility and equipment/material related to Lessor's improvement/demolitions. The Parties shall work together on the best location/building for this limited storage.

SECTION EIGHT

Priority Status

8.1 The Lessee shall have a special status regarding the Lessee's annual event, the "NW Florida Fair". The event typically occurs for approximately five (5) days in September or October plus applicable setup and tear down time. The reservation period may be for up to 10 (ten) days. The Lessee shall have the ability to pick the dates of this event nine (9) months or more from the date of the event.

8.2 The Lessee shall have use of the Facility for their annual event at no cost from the Lessor, except for any repair cost to fix damage to the Facility that occurred during the event. Similarly, the Lessee shall keep all revenues from the event. This shall not necessarily include a new large multi-purpose building, if constructed and/or special services or equipment requested from the Lessor by the Lessee that is above and beyond what is customarily provided by the facility/venue. However, even then, it shall be the intent of the County to minimize any such additional charges to the NW Fair because of its special status and in support of the continuance of this long-standing community event.

8.3 This Section shall survive this Lease and shall apply so long as the Lessee holds its annual event on the property or ten (10) years, whichever is less and all subject to Force Majeure.

SECTION NINE

Maintenance, Alterations, Repairs and Upkeep of Leased Premises

9.1 The Lessee assumes sole responsibility for the maintenance and repair of the structures on the Leased Premises including compliance with all laws, ordinances, and regulation that are or may become applicable to such premises during this Lease. The Lessee shall at its sole cost and expense, promptly repair, replace and at all times maintain in good condition the Leased Premises. Lessee shall keep all buildings and premises neat, clean, and orderly at all times.

9.2 The Lessee may not make alterations, or improvements to the Leased Premises, except upon written consent of the Lessor. Normal repairs, maintenance and upkeep shall be made promptly without the need for Lessor's consent. As required for any approved alterations, improvements, repairs, maintenance or upkeep, the Lessee shall at its expense apply for and obtain any and all building, construction, or other permits and licenses required to repair or maintain the improvements. Lessor makes no representations or warranty relative to the availability of such licenses or permits, and Lessee assumes full responsibility for securing same.

9.3 Lessee shall store all petroleum products, solvents, cleaners and flammable material in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off Lessor's premises. Exceptions to this section include: 1. An existing 500 gallon above ground fuel tank the Lessee maintains on a trailer on the premises from time to time, which the Lessee agrees to operate, handle, and maintain in a fire safe and environmentally responsible manner at all times.

9.4 Lessee shall insure that all maintenance performed in the Leased Premises is in accordance with Federal, State and local law. The Lessee and all individuals associated with the Lessee's business are additionally required to follow all current, future or amended County and/or Fairgrounds Rules and Regulations.

SECTION TEN
Signage

10.1 All signage of any kind on the premise shall require approval by the County and shall comply with the Ordinances of the City of Fort Walton Beach.

SECTION ELEVEN
Mechanics' Liens

11.1 Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Leased Premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Leased Premises, including buildings.

SECTION TWELVE
Unlawful or Dangerous Activity

12.1 Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful or hazardous use or condition, act to halt such activity, and shall further immediately notify the Lessor's Facilities and Parks Department Director.

SECTION THIRTEEN
Sovereign Immunity

13.1 Nothing herein is intended to serve as a waiver of the sovereign immunity of the Lessor.

SECTION FOURTEEN

Insurance

14.1 Lessee shall maintain insurance coverage as set forth in Exhibit C.

SECTION FIFTEEN

Hold Harmless

15.1 To the fullest extent permitted by law, Lessee shall indemnify and hold harmless Lessor, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional, wrongful conduct of the Lessee and other persons employed or utilized by the Lessee in the performance of this lease.

SECTION SIXTEEN

Prohibited Activity

16.1 Lessee shall not commit or suffer to be committed on said premises, any waste, nuisance, or unlawful act.

SECTION SEVENTEEN

Non-Discrimination

17.1 Lessee, for its self, its personal representatives, successors, in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease and to renter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

17.2 This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

SECTION EIGHTEEN
Indemnification

18.1 Lessee agrees to indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either:

- a. A failure by Lessee to perform any of the terms and conditions of this Lease.
- b. Any injury or damage happening on or about the Lessor's property resulting from the Lessee's occupancy, operations, or use of the Leased Premises.
- c. Failure to comply with any law of any governmental authority having jurisdiction.
- d. Any mechanics' lien or security interest filed against the Lessor's property or any equipment installed or caused to be installed by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.

SECTION NINETEEN
Easements, Agreements, or Encumbrances

19.1 The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Leased Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by the holder of the interest pursuant to the rights of that holder thereunder. Within 90 days of signing agreement Lessee shall make known or provide any known Easements, Agreements, or Encumbrances.

SECTION TWENTY
Liability; Risk of Loss

20.1 Lessee shall be in exclusive control and possession of the Leased Premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or any property of Lessee, except to the extent caused by the negligence, recklessness, or intentional, wrongful conduct of the Lessor and other persons employed or utilized by the Lessor in the performance of this lease. Lessor has the right to inspect the Leased Premises at any time upon reasonable notice. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to ensure that the Lessee's compliance with the terms and conditions hereof and make repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.

20.2 To the extent the Lessor makes any repairs and improvements on the property, Lessor shall be liable for such building or area or portion thereof, that it's utilizing and making the repair/improvement to, until such time as the repair/improvement is completed and released back to the Lessee.

20.3 Lessee assumes the risk of loss or damage to its contents, whether from windstorm, fire, earthquake, or any other cause whatsoever.

20.4 The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release Lessee from any obligations hereunder not shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof.

SECTION TWENTY-ONE
Representations by Lessor

21.1 At the commencement of the term Lessee shall accept the Leased Premises and the fixtures and equipment included therein in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Lessor in respect therein except as contained in the provisions of this Lease, and Lessor shall in no event be liable for any latent defects within the Leased Premises.

SECTION TWENTY-TWO
Rights of Lessor

22.1 It is understood and agreed that Lessor may, in connection with future development of the Fairgrounds, require the space hereinabove for permanent buildings and/or other development. In such case, Lessor shall give written notice to Lessee. After sixty (60) days from said written notice, Lessor shall have the right at Lessor's expense, to relocate Lessee to a location at the Fairgrounds as designated in writing by Lessor, in consultation with Lessee, provided that the new location is reasonably, feasible, and accessible to parking.

22.2 Lessee expressly agrees for itself, its successors, and assigns to prevent any use of the Leased Premises, which would interfere with or adversely affect the operation or maintenance of the Fairgrounds, or otherwise constitute a Fairgrounds hazard.

SECTION TWENTY-THREE
Waivers

23.1 The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies the Lessor may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION TWENTY-FOUR
Notice

24.1 All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent certified mail, postage prepaid and with return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing.

As to Lessor:
Okaloosa County
Attention: John Hofstad
1250 N. Eglin Parkway
Shalimar, FL 32578

With a Copy to:
Okaloosa County
Attn: Jennifer Adams
1540 Miracle Strip Parkway SE
Fort Walton Beach, Florida 32548

As to Lessee:
Northwest Florida Fair Association, Inc.
Attn: Charles Rigdon, Chairman
17005 Emerald Coast Parkway
Destin, Florida 32541

SECTION TWENTY-FIVE
Assignment or Sublease

25.1 The Lessee shall not transfer or assign this Lease or any interest in the property. However, the Lessee shall have the authority to book events with outside parties for use of the premises as provided herein.

SECTION TWENTY-SIX
Rights of Entry/Access Reserved

26.1 Lessor has the right to inspect the Leased Premises at any time upon reasonable notice.

26.2 Lessor has the right to daily and ongoing access on the premises in preparation for the future transition and to undertake and oversee Lessor's repairs, but shall not entail/involve any interference in the operation of the facility and/or events.

SECTION TWENTY-SEVEN
Termination of the Lease

27.1 The Lessor may terminate this Lease for convenience and be released from all obligations thereunder by providing Lessee with ninety (90) days written notice.

SECTION TWENTY-EIGHT
Compliance with Governmental Procedures

28.1 Lessee shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinance's, or regulations as may be promulgated by Lessor. In addition, Lessee shall comply with all policies, rules, regulations, or ordinances of the County, which are currently, or may be hereinafter adopted relating to County owned Fairgrounds facilities.

SECTION TWENTY-NINE
Surrender of Possession

29.1 Lessee shall quietly and peaceably vacate the Leased Premises and surrender possession to Lessor on or before the last day of the Lease, or on an earlier termination and forfeiture of the Lease, free of subtenancies, in good condition and repair. Lessee shall remove all property of every description in the Leased Premises that is not the property of Lessor on or before 12:00 a.m. (midnight) on the last day of the Lease.

SECTION THIRTY
Default or Breach

- 30.1 Each of the following events shall constitute a default or breach of this Lease by Lessee:
- a. If Lessee or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise or shall make an assignment for the benefit of creditors.
 - b. If voluntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within Sixty (60) days after the institution or appointment.
 - c. If Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such becomes due and shall not make the payment within ten (10) days after notice thereof by Lessor to Lessee.
 - d. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of Fifteen (15) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the fifteen (15) day period, Lessee shall not in good faith have commences performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance. Whether lessee diligently proceeded shall be determined at the sole discretion of the Lessor.

- e. If the Lessee fails to maintain in full force and affect the insurance coverage required pursuant to Section Fourteen (14) or fails to name Lessor as an additional insured on such insurance policies.
- f. If Lessee shall vacate or abandon the Leased Premises.

SECTION THIRTY-ONE
Effect of Default

31.1 In the event of any default hereunder, as set forth in Section Thirty (30) the rights of Lessor shall be as follows:

- a. Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interest of Lessee hereunder, by giving to Lessee not less than thirty (30) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- b. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default to remain until the default has been corrected and remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
- c. Lessor may re-enter the premises immediately and remove the property of Lessee, and store and dispose of the property in accordance with chapter 705, Florida Statutes.
- d. Lessor shall have any other remedy available by law.

SECTION THIRTY-TWO
Entire Lease; Applicable to Successors

32.1 This Lease contains the entire agreement between the parties and cannot be changed except by written instruments subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, and successors of both parties.

SECTION THIRTY-THREE
Applicable Law and Venue

33.1 This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal actions relating to this Lease shall be brought in the courts in and for Okaloosa County, Florida.

SECTION THIRTY-FOUR
Construction and Application of Terms

34.1 The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of intent of any portion hereof. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease. Both parties have had an opportunity to have their respective legal counselors review this Lease.

SECTION THIRTY-FIVE
Public Records

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY, RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Lessee must comply with the public records laws, Florida Statute chapter 119, specifically Lessee must:

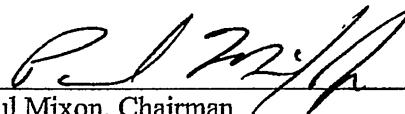
1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public 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 lease term and following completion of the lease if the Lessee does not transfer the records to the County.
4. Upon completion of the lease, transfer, at no cost, to the County all public records in possession of the Lessee or keep and maintain public records required by the County to perform the service. If the Lessee transfers all public records to the public agency upon completion of the lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(Remainder of page intentionally blank)

(Signature Pages to Follow)

IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

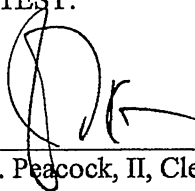
OKALOOSA COUNTY, FLORIDA, Lessor



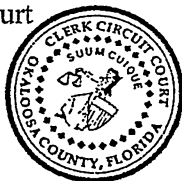
Paul Mixon, Chairman
Board of County Commissioners
Date: January 16, 2024



ATTEST:



J.D. Peacock, II, Clerk of Circuit Court



NORTHWEST FLORIDA FAIR
ASSOCIATION, INC. Lessee

Charles W. Rigdon
Charles W. Rigdon, Chairman
Date: 1.3.24

Kathy Lipham
WITNESS

Kathy Lipham
Printed Name
4100 Legendary Dr. Ste 200
Destin, FL 32541
Address

Caitlin Stanfill
WITNESS

Caitlin Stanfill
Printed Name
4100 Legendary Drive, Suite 200
Address Destin, FL 32541

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means or physical presence or _____ online notarization, this January 3, 2024 by Charles W. Rigdon. He is personally known to me or has produced FL DL as identification

Sworn and subscribed before me this 3rd day of January, 2024 ~~September, 2023~~

Kathy C. Lipham
NOTARY (Signature)

Kathy C. Lipham
NOTARY (Printed Name)

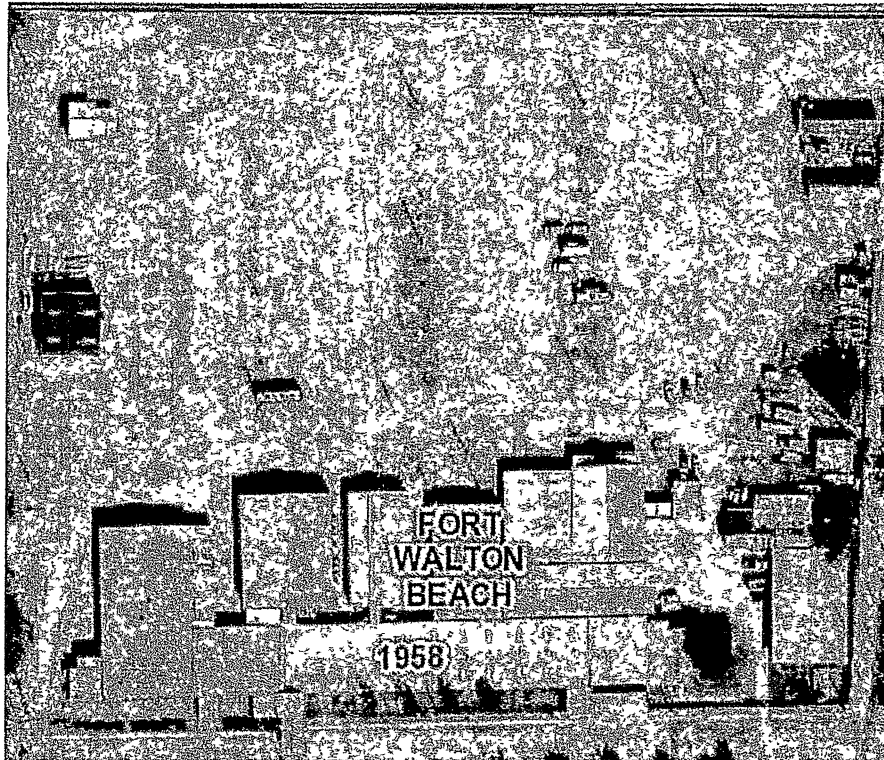


Commission Number: _____

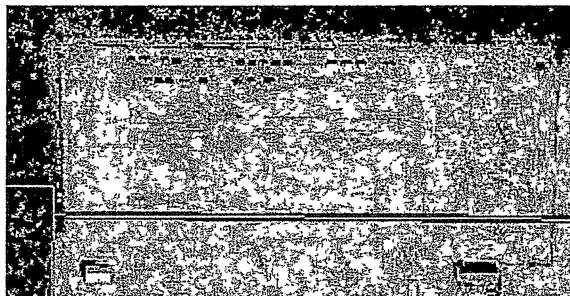
EXHIBIT "A"

Description and Map of Leased Area

Shall be the County owned area with current fenceline as shown below that lies north of Judge Maney Way (east-west section), east and south of the Air Force Property and west of the service road on the on the east side which is a continuation of the north-south section of Judge Maney Way.



Plus the cleared Air Force Property, shown below, within the fence line, currently under lease by the County Water and Sewer Department that has been traditionally been used by the fairgrounds.



Additionally, the Lessee shall have cooperative use of adjoining County property on an as needed basis upon coordination and approval of the County as provided for herein.

EXHIBIT "B"
List of Recent Events

Schedule of Events 2023

Jan-May

Date	Event #	Room	Event	Length of Event
01/05	1	A3, Kitchen	Men's Barn	One Day Event
01/14	2	Midway	WEAR TV Shred a thon	One Day Event
01/21	3	A2, A3	Public Auction	One Day Event
01/28	4	A2, A3, B, C	Gun Show	Two Day Event
01/28	5	Midway	Rocket Launch	One Day Event
February				
02/02	6	A3, Kitchen	Men's Barn	One Day Event
02/04	7	B, C	Mardi Gras Practice	One Day Event
02/06	8	A3, B	Science Fair	Four Day Event
02/11	9	C	Wrestling Matches	One Day Event
02/15	10	A3, B	Mardi Gras Week	One Day Event
02/23	11	A3, B, Kitchen	All Sports	One Day Event
March				
03/01	12	Midway	Zerbini Family Circus	One Day Event
03/02	13	A3, B	Quilt Show	Four Day Event
03/02	14	A3, Kitchen	Men's Barn	One Day Event
03/11	15	G	Neighborhood Watch Meeting	One Day Event
03/17	16	A2, A3	Hammfest	Two Day Event
03/18	17	B	Birthday Party	One Day Event
03/22	18	A3, B	Hot Tub	Four Day Event
03/24	19	A2, C	Pinewood Derby	Two Day Event
April				
04/01	20	A2, A3, B, C	Gun Show	Two Day Event
04/03	21	A3, B	Roller Derby Practice	Three Day Event
04/06	22	A3, Kitchen	Men's Barn	One Day Event
04/14	23	Midway	Laser Light Show	Three Day Event
04/17	24	A3, B	Art Show	Four Day Event
04/22	25	Midway	Construction Junction	One Day Event
04/29	26	A3, B	Navarre Prom	One Day Event
May				
05/01	27	A2, C, G	FWB Testing	Fourteen Day Event
05/01	28	A3, B	Choctaw Testing	One Month
05/04	29	A3, Kitchen	Men's Barn	One Day Event
05/19	30	A2, A3, B, C, Midway	K-9 Trials	Four Day Event
05/25	31	Midway	Storage Space	Five Day Event
05/31	32	G	BCC Luncheon	One Day Event

Jun-Sep

06/01	33	A3, Kitchen	Men's Barn	One Day Event
06/01	34	A3, B	Roller Derby Practice	One Day Event
06/02	35	A2, A3, B, C	Sheriff's Office Field Day	One Day Event
06/08	36	A3, B	Roller Derby Practice	One Day Event
06/08	37	Midway	Panama Circus	Seven Day Event
06/10	38	A2, A3, B, C	Gun Show	Two Day Event
06/13	39	A2, C	Drone Testing	Three Day Event
06/15	40	A3, B	Roller Derby Practice	One Day Event
06/22	41	A3, B	Roller Derby Practice	One Day Event
06/29	42	A3, B	Roller Derby Practice	One Day Event
06/30	43	A2, A3, B	Shire	Three Day Event
July				
07/06	44	A3, Kitchen	Men's Barn	One Day Event
07/06	45	A3, B	Roller Derby Practice	One Day Event
07/08	46	A3, B	Roller Derby Practice	One Day Event
07/09	47	A3	Gray Family Reunion	One Day Event
07/10	48	A2, C	Drone Testing	Two Day Event
07/10	49	A3, B	Roller Derby Practice	One Day Event
07/13	50	A3, B	Roller Derby Practice	One Day Event
07/20	51	A3, B	Roller Derby Practice	One Day Event
07/20	52	A2, C	Hot Tub	Seven Day Event
07/22	53	A3, B	Roller Derby Game	One Day Event
07/23	54	A3, B	Roller Derby Clinic	One Day Event
07/24	55	A3, B	Roller Derby Practice	One Day Event
07/27	56	A3, B	Roller Derby Practice	One Day Event
07/31	57	A3, B	Roller Derby Practice	One Day Event
August				
08/03	58	A3, Kitchen	Men's Barn	One Day Event
08/03	59	A3, B	Roller Derby Practice	One Day Event
08/05	60	A3, B	Repticon	Two Day Event
08/07	61	A3, B	Roller Derby Practice	One Day Event
08/10	62	A3, B	Roller Derby Practice	One Day Event
08/14	63	A3, B	Roller Derby Practice	One Day Event
08/17	64	A3, B	Roller Derby Practice	One Day Event
08/21	65	A3, B	Roller Derby Practice	One Day Event
08/24	66	A3, B	Roller Derby Practice	One Day Event
08/26	67	A3, B	Roller Derby Game	One Day Event
08/28	68	A3, B	Roller Derby Practice	One Day Event
08/31	69	A3, B	Roller Derby Practice	One Day Event
September				
09/01	70	A2, C	Midget Wrestling	One Day Event
09/04	71	A3, B	Roller Derby Practice	One Day Event
09/07	72	A3, B	Roller Derby Practice	One Day Event
09/07	73	A3, Kitchen	Men's Barn	One Day Event
09/09	74	A2, A3, B, C	Gun Show	Two Day Event
09/11	75	A3, B	Roller Derby Practice	One Day Event
09/12	76	A3, B	Hope Squad	One Day Event
09/15	77	A3, B, Kitchen	VFW/SOPW Dinner	One Day Event
09/18	78	A3, B	Roller Derby Practice	One Day Event
09/20	79	Midway	LJPS Cross Country Meet	One Day Event
09/26	80	A2, A3, B, C, Midway	Fair	Seven Day Event

Oct - Dec

10/02	81	A3, B	Roller Derby Practice	One Day Event
10/05	82	A3, B	Roller Derby Practice	One Day Event
10/05	83	A3, Kitchen	Men's Barn	One Day Event
10/07	84	A3, B	Roller Derby Game	One Day Event
10/09	85	A3, B	Roller Derby Practice	One Day Event
10/11	86	Midway	LJPS Cross Country Meet	One Day Event
10/12	87	A3, B	Roller Derby Practice	One Day Event
10/21	88	A3, B	ODA 995	Five Day Event
10/25	89	A2, C	ICT	One Day Event
10/27	90	A3, B	Car Show	Three Day Event
11/01	91	A3, B, Kitchen	Veterans Stand Down	One Day Event
11/02	92	A3, Kitchen	Men's Barn	One Day Event
11/10	93	A2, A3, E, Midway	Shire	Three Day Event
11/18	94	A2, A3, B, C	Gun Show	Two Day Event
11/25	95	A3, B	Birthday Party	One Day Event
12/02	96	A3, B	Replicon	Two Day Event
12/07	97	A3, Kitchen	Men's Barn	One Day Event
12/14	98	A2, A3, B	Christmas Miracle Festa	Seven Day Event

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. The Lessee shall not occupy said premises until all required insurance has been obtained and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X according to the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of Lessee's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation insurance, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this lease. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Lessee.
6. The County reserves the right at any time to require the Lessee to provide copies of any insurance policies to document the insurance coverage specified in this lease.

WORKERS' COMPENSATION INSURANCE

1. The Lessee shall secure and maintain during the life of this Lease Workers' Compensation insurance for all employees employed at the site or any site connected with this lease; evidence of insurance shall be furnished to the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

5. A Waiver of Subrogation is required to be shown on the Certificate of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the Lessee does not own vehicles, the Lessee shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Lessee must maintain this insurance coverage throughout the life of this Lease.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Lessee shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the lessee.
2. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises & Operations Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability occurrence	\$1,000,000 each (A combined single limit)
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Lessee agrees to report any incident or claim that results from this lease. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Lessee's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Lessee becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Lessee shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Lessee.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted to and approved by Okaloosa County. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The Lessee shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Lessee to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536
4. All certificates shall be subject to Okaloosa County's approval of adequacy of protection. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Lessee required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Lessee of any responsibility under this lease.

The Lessee hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Lessee under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Lessee shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLAS insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLAS liability coverage must equal or exceed the minimum liability insurance limits stated in this lease. An EXCESS liability policy must be submitted showing which policy it applies to.

PUBLIC NOTICE

The Okaloosa County has certain space which is available for lease by interested parties. That space is located in the vicinity of the Okaloosa County Fairgrounds located at 1958 Lewis Turner Blvd., Fort Walton Beach 32547. That space generally consists of approximately 32 buildings of various sizes, construction materials (e.g. metal, concrete block), and use (e.g. meetings, events, activities, offices, agricultural pens, restrooms, storage). Any persons who might be interested in the space and would like additional information, should contact the Tourism Development Director's Office at 850-651-7131.