

**PARK MANAGEMENT SERVICES AND LEASE  
AGREEMENT BETWEEN SANTA ROSA COUNTY,  
FLORIDA AND CHUMUCKLA BARREL RACING  
ASSOCIATION, INC.**

**THIS PARK MANAGEMENT AND LEASE AGREEMENT** ("Lease"), made and entered into this \_\_\_\_ day of March 2021, by and between SANTA ROSA COUNTY, a political subdivision of the State of Florida (the "Lessor" or the "County"), with a principal address of 6495 Caroline St. Suite M, Milton FL 32570, and the CHUMUCKLA BARREL RACING ASSOCIATION, INC., a Florida not-for-profit corporation ("CBRA" or "Lessee"), with a principal address of 3360 Joppa Drive, Pace, FL 32570, and authorized to do business in the State of Florida, (hereinafter referred to as "Lessor"), whose federal I.D. No. is 45-5606810.

**EXHIBITS TO THIS LEASE**

The exhibits listed below and attached to this Agreement are incorporated herein by this reference:

- Exhibit A      Aerial of the Property.
- Exhibit B      Lessor Established Fees for Use of the Facilities
- Exhibit C      Insurance Requirements

**ARTICLE I**  
**LEASE OF PROPERTY**

1.1      Description of Property: Lessor leases to Lessee, and Lessee accepts from Lessor, the Property, equipment and fixtures located on 7341 Chumuckla Highway, Pace, Florida 32570 consisting of benches, bleachers, concession stands, facility lighting, horse arena, parking, perimeter fence, restrooms, stables, storage buildings, utilities and portable buildings as depicted in EXHIBIT "A" attached hereto (the "Property") commonly known as the Santa Rosa Horse Complex (a portion of 07-2N-29-0000-00102-0000).

1.2      Use of Property. Regulations; Signs.

- A. Lessee shall use the Property only to operate to manage the horse arenas and concession stands for events organized or approve by Lessee throughout the year, as further delineated in Article II of this Agreement. During times when the Lessee has no events scheduled, Lessee shall allow the general public to use the Property without charge.
- B. Lessee shall comply with (and cause Lessee's representatives to comply with) all present and future laws or ordinances applicable to the Property.

- C. Lessee shall not install or maintain any signs on the Property whether neon, translucent, plastic, or otherwise, unless plans and specifications shall first be submitted to Lessor in writing, and the Lessor shall have the right to direct and determine the size, content, design, construction, and location of such sign on the Property. At the end of the lease term or any renewal thereof, Lessee shall remove the signs at its expense.
- D. Lessor retains the right to post safety and other informational signage on the property. The presence or absence of such signage shall not relieve Lessee, organizers or vendors from warning the public about hazards associated with particular events.

### 1.3 Leasehold Improvements

- A. All fixtures, equipment, improvements and appurtenances attached to or built into the Property, whether or not by or at the expense of Lessee, and any carpeting or other personal property in the Property on the Commencement Date installed by Lessor (collectively hereinafter "Leasehold Improvements"): (i) shall be and remain a part of the Property; (ii) shall be deemed the property of Lessor; and (iii) shall not be removed by Lessee.
- B. All movable partitions, other business and trade fixtures, furnishings, furniture, machinery and equipment, communications equipment, and other personal property located in the Property acquired by or for the account of Lessee, without expense to Lessor, which can be removed without damage to the Property (collectively called herein "Lessee's Property"), shall be and shall remain the property of Lessee and, except as otherwise prohibited by this Lease, may be removed by it at any time during the term of this Lease; provided that, if any of Lessee's property is removed, Lessee shall pay the cost of repairing any damage to the Property resulting from such removal.

### 1.4 Damage to or Destruction of Property

- A. If the Property, or any portion thereof, shall be damaged during the term of this Lease by fire or any casualty insurable under the standard fire and extended coverage insurance policies, but are not wholly uninhabitable, the Lessor shall repair and/or rebuild the same as promptly as possible, provided that the proceeds from Lessee's insurance policies are available to Lessor. If the Lessee's insurance policy proceeds are insufficient to repair the Property, then either party has the option to immediately terminate the Lease. Lessor shall not be required to repair or rebuild any fixtures, installations, improvements, or Leasehold Improvements made to the interior of the Property by Lessee, nor

Lessee's exterior signs. Such repairs and/or replacements are to be made by Lessee.

- B. If the Property are rendered wholly uninhabitable by fire or other cause, or if the Property should be damaged or destroyed by fire or other casualty, to the extent of fifty percent (50%) or more of the monetary value of either thereof, whether the Property themselves be damaged or not, or so that fifty percent (50%) or more of the floor space contained in either thereof shall be rendered uninhabitable, then Lessor may, at its option, terminate this Lease or elect to repair or rebuild the same. In any of the foregoing instances, the Lessor shall notify the Lessee as to its election within sixty (60) days after the casualty in question. If the Lessor elects to terminate this Lease, then the same shall terminate three (3) days after such notice is given, and the Lessee shall immediately vacate the Property and surrender the same to the Lessor, paying the rent and all other charges to the time of such vacation and surrender, subject to an equitable abatement from the time of said damage. If the Lessor does not elect to terminate this Lease, the Lessor shall repair and/or rebuild the leased Property as promptly as possible, subject to any delay from causes beyond its reasonable control, and the term shall continue in full force and effect, subject to equitable abatement in the fixed minimum monthly rental from the time of said damage or destruction until Property are repaired or restored.
- C. The Lessee shall be liable for any damage to the Property which may be caused by its act or negligent omission, or the act or negligent omission of any of Lessee's Representatives, and the Lessor may, at its option, repair such damage, and the Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within five (5) days after delivery of an invoice by the Lessor, for the total cost of such repair and damage.

1.5 Injury or Damage to Property: All property of any kind that may be on the Property during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property. The Lessor and its agents shall not be liable in damages, by abatement in rent or otherwise, for any damage either to the person or the property of the Lessee, or for the loss of or damage to any property of the Lessee by theft or from any other cause whatsoever, whether similar or dissimilar to the foregoing. The Lessor or its agents shall not be liable for any injury or damage to persons or property, or loss or interruption to business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place, or by dampness, or by any cause of whatsoever nature; nor shall the Lessor or its agents be liable for any damage caused by other tenants or persons in said building, or caused by operations in construction of any private or public or quasi-public work. None of the limitations of the liability of Lessor or its agents provided

for in this subsection (a) shall apply if such loss, injury, or damages are proximately caused by the gross negligence or breach by the Lessor, its agents, employees, or independent Lessee.

1.6 Default.

A. The following conditions shall be deemed a breach of this Lease:

- 1) If the Lessee shall, at any time, be in default of the payment of either rent or any other payments required of Lessee under this Lease, regardless of whether demand has been made therefore;
- 2) If Lessee shall be in default of any other covenants and conditions of this Lease;
- 3) If Lessee shall vacate or abandon the Property;
- 4) If Lessee fails to take possession of the Property and/or fails to actively operates its business therein;
- 5) If Lessee shall be adjudged bankrupt or if a receiver or trustee shall be appointed; and
- 6) If Lessee is in violation of any covenant or condition of this Lease which has prompted the issuance of a notice of default three (3) or more times over a five (5) year period, then such events shall be deemed a continuous violation and the Lease shall immediately be deemed null and void.

B. In any of the above such events the Lessor shall:

- 1) Issue a notice of default giving Lessee fifteen (15) days in which to cure the breach. In the event the breach is not cured within fifteen (15) days of the date of the notice, the Lease shall terminate immediately. Termination of the Lease does not discharge or in any way affect Lessee's obligation to pay Lessor all the rents or other charges or payments accruing under the Lease up to the date of termination.
- 2) Re-enter the Property and take possession including the removal of all persons and all property therefrom, without becoming liable to prosecution therefore, and may, among other remedies, elect:
  - a. To relet the Property as the agent of the Lessee, and reserve the rent therefrom, applying the same first to the payment of the reasonable expense of such re-entry, and then to the payment of the rent accruing hereunder; but whether or not the Property are relet, the Lessee shall remain liable for the equivalent of all rent and other charges provided for under this Lease, plus the cost of reletting, if any, which said amount

shall be due and payable to the Lessor as damages, or rent, as the case may be, on the successive monthly rent days herein above provided; or

- b. To terminate this Lease and immediately resume possession of the Property, wholly discharged from any obligations under the terms of this Lease, and may re-enter and repossess said Property, free from any and all claims on the part of the Lessee. Termination of the Lease does not discharge or in any way affect Lessee's obligation to pay Lessor all the rents or other charges or payments accruing under the Lease up to the date of termination.
- C. Lessor shall not be in default unless it fails to perform the obligations required of Lessor by this Lease within fifteen (15) days after written notice by Lessee to Lessor specifying which obligation(s) Lessor has failed to perform. Provided, however, that if the nature of the specified obligation(s) is such that more than fifteen (15) days are required for performance, then Lessor shall not be in default if it commences performance within such 15-day period and thereafter diligently prosecutes the same to completion. If Lessor has not cured or commenced to cure the default set forth in said notice within said 15-day period, Lessee may at his option either (i) cure such default and deduct the reasonable costs and expenses incurred from the next and succeeding rent payment(s) or (ii) cancel this Lease and, in such event, this Lease shall thereupon cease, terminate, and come to an end with the same force and effect as though the original demised term had expired at that time.

1.7 Right to Inspect. Lessor, at all reasonable times, may enter into and upon the Property for the purpose of viewing the same, for the purpose of making any such repairs as Lessor is required or authorized to make under the terms of this Lease, and for the purpose of enforcing or carrying out any provisions of this Lease.

## **ARTICLE II** **FACILITIES MANAGEMENT OF PROPERTY**

2.1. General. Lessee is granted sole authority to manage the horse arenas and concession stands for events organized or approved by Lessee throughout the year. During times the Lessee has no events scheduled, Lessee shall allow the general public to use the premises without charge. First priority for events will be to Santa Rosa County residences.

2.2 Schedule of Events. Lessee shall be responsible for providing Lessor with a schedule of events at the horse arenas.

2.3. Operational Standards.

- A. Equal Treatment of Customers. Lessee shall furnish its services and sales on a fair, equal, and non-discriminatory basis to all customers, and charge fair, reasonable, and non-discriminatory prices for all sales and services.
- B. Quality of Service. Lessee shall provide good, prompt, efficient and courteous service to all users of the Property. Lessee shall maintain close supervision over all its employees to ensure maintenance of a high quality of service and courtesy to the public.
- C. Hours of Operation. The hours of business during which Lessee is to conduct its operations at the arenas and concession stands are 10:00 a.m. to 7:00 p.m., concessions close at 6:00 p.m. The Lessor reserves the right to order changes in the hours of operation to insure that such services are available.
- D. Personnel. Lessee's personnel and/or representatives performing services hereunder shall be neat, clean and courteous and uniformed in a manner acceptable to Lessor. Personnel shall be required to wear the appropriate approved uniform at all times when on duty. Lessee shall not permit its agents, servants, or employees to solicit tips, use improper language, or act in a loud, boisterous or otherwise improper manner. Lessor shall be the sole judge as to whether the conduct of Lessee's representative, agents, servants, or employees is objectionable, and if so judged by Lessor, Lessee shall take all steps necessary to eliminate the conditions that occasioned such judgment. Lessee shall ensure that its employees are of sufficient number so as to properly conduct the operations of Lessee's businesses at the Property.
- E. Manager. The management, maintenance and operation of the Property shall at all times be under the supervision and direction of an active, qualified, competent manager ("Manager") who shall at all times be subject to the direction and control of Lessee. Lessee further agrees to assign a qualified subordinate to be in charge of the Assigned Area and the products and facilities offered in this Agreement, and to be available in the absence of the Manager.
- F. Cash Handling. Lessee shall develop a policy outlining the rules, regulations, and operating procedures which apply to its employees within thirty (30) calendar days following the effective date hereof, which shall be submitted to Lessor for its written consent. Lessee agrees to demonstrate compliance with the rules, regulations and operating procedures contained within the policy. Lessee shall promptly provide Lessor with any changes, modifications or revisions to its rules, regulations and operating procedures.

- G. Solicitation. Lessee agrees that its employees shall not solicit business from any area of the Property, including any area in front of the Property other than the normal conducting of business as contemplated hereunder from the Property.
- H. Standard of Service. Lessee shall operate and maintain a standard of service and quality at least equal to that high standard provided at comparable recreational facilities, while at the same time operating in a commercially reasonable and legally required manner. Lessor's determination as to the quality of service that is required shall be conclusive and shall be accepted and performed by Lessee.
- I. Rules and Regulations. Lessee shall inform each of its employees of the pertinent rules and regulations of the Property and the applicable provisions of this Agreement and instruct such employees and representatives as to the methods and procedures used at the Property. Lessee shall not discriminate against any person or group of persons in any manner prohibited by Federal, State, or local laws, rules or regulations.
- J. Complaints. Lessee shall forward to Lessor upon request, a list of any complaints, whether verbal or written, accompanied by Lessee's response to or resolution of any such complaints. Questions or complaints regarding the quality of services or rates, whether raised by customers' complaints or on Lessor's own initiative or otherwise, may be submitted to Lessee for response by Lessee. Lessee shall provide a response to Lessor, upon request, within seven (7) calendar days following submission by customers or by the Lessor of said questions, complaints or comments.
- K. Contact Number. Lessee shall provide Lessor with emergency telephone numbers at which Lessee's manager may be reached on a 24-hour basis.
- L. Background Checks. Lessee agrees that it shall ensure that all individuals participating in activities involving direct contact with children, elderly and disabled individuals are background checked in accordance with Florida law.
- M. Event Occupants. Lessee agrees to require the coordinators of any events that will take place on the Property, to produce proper insurance and well as sign a hold harmless agreement, indemnifying Lessor and Lessee.
- N. Emergency Evacuation and Hurricane Plans. Upon request by Lessor, Lessee shall provide Lessor emergency evacuation and hurricane plans consistent with the Lessor's plans for the Property. These plans shall be detailed procedures of actions to be taken by Lessee, if an evacuation need or hurricane alert warning is present. Hurricane plans are to be updated, if requested by Lessor. Lessee shall provide Lessor copies of all changes, modifications, revisions and updates to its emergency evacuation and hurricane plans.

- O. Conflict. Should a conflict arise between Lessee and other operators at the Property regarding the scope of concession privileges, the County Administrator's decision on the matter shall be final and conclusive. Lessee agrees to abide by the County Administrator's decision.

**ARTICLE III.**  
**TERM**

3.1. The term of this Lease shall be five (5) years from the effective date. This Agreement With an option to extend for an additional one (1) year if agreed to in writing by both parties.

**ARTICLE IV.**  
**RENT AND RATES**

4.1. Rent. Lessee shall pay annual rent for the Property in the amount of one dollar (\$1.00) for the Leased Property. Rent shall be due and payable in advance of the first day of the Lease period of each year.

- A. If any part of the rent is not paid within fifteen (15) days after it is due, Lessee shall pay Lessor a late charge in the amount of ten percent (10%) of such payment. The payment by Lessee of a late charge or interest hereunder shall not prevent nor remedy default under this Lease. Failure to pay the rent within thirty (30) days of the due date shall be deemed to be a default under this Lease.
- B. In addition to any other rents or charges due from the Lessee under this Lease, the Lessee shall be responsible for any excise, sales, use, gross receipts or other taxes, including assessments or any other charges imposed by any entity, which may be imposed on or imposed as a result of the use of the Property by Lessee, including charges assessed or measured by the amount of rent due from the Lessee to the Lessor. In the event that any such amounts are assessed against the Lessor or that the Lessor is required to pay such amounts, then these amounts shall be paid to the Lessor by the Lessee. If the Lessor has been required to make payments of these amounts, then the Lessee shall be required to reimburse those amounts to the Lessee within thirty (30) days of notice that the Lessor has paid such amounts.
- C. All costs and expenses which Lessee assumes or agrees to pay and any other sum payable by Lessee pursuant to this Lease shall be deemed additional rent.
- D. Lessee agrees to utilize revenues derived from the use of the facilities, including fees and event profits, for general facility maintenance, facility improvements and recreational improvements and recreational functions.



- E. Both parties shall cooperate in securing financial grants to renovate and improve the premises.

4.2. All rates charged for the use of the facilities shall be approved by the Board of Lessor Commissioners. No adjustment of the rates may be implemented without such approval. The rates charged for the use of the varying facilities as of the date of the approval of this Lease are attached hereto as EXHIBIT "B" and hereby approved.

## **ARTICLE V** **BOOKS RECORDS AND AUDITS.**

5.1. On or before the 20<sup>th</sup> day of each month during the Term, Lessee shall provide the Lessor, a report of Gross Revenues for the preceding month, which shall include separate line items, for individual events, rentals, and other items as required by the Lessor. Said report shall be on a form provided to Lessee by the Lessor and shall be signed by an officer, partner, or other person authorized to sign on behalf of Lessee, and shall be submitted to the Lessor accompanied by any payment due thereon.

- A. Any and all reports and other data and documents provided to the Lessor by Lessee in connection with the Agreement are and shall remain the property of the Lessor.
- B. Lessee shall keep and maintain copies of all invoices, cash receipts, financial records, supporting records, supporting documents, statistical records, and all other documents pertinent to this Agreement (collectively, "Books and Records"). The Books and Records shall, among other things, show all sales made for cash, or credit, or otherwise, without regard to whether paid or not, the cost of all sales taxes collected, and also, the Gross Revenues of the business conducted at the Property by Lessee and the aggregate amount of all sales and services and orders of all such business done upon or within the Property. Lessee further agrees to keep its Books and Records in accordance with generally accepted accounting principles (GAAP) and agrees to maintain such other books and records as Lessor may request.

5.2. The Lessor shall have the right, upon reasonable notice to Lessee at any time during the Term, to review, inspect, and/or audit the Books and Records relating to Lessee's operations, pursuant to this Agreement to determine the correct amount of any monies required to be expended by Lessee, and the correctness of the Fees paid by Lessee to the Lessor for any Term which ended no more than three (3) years prior to the date of commencement of such audit, and all such records shall be made available upon forty-eight (48) hours' notice and copies thereof shall be provided to the Lessor upon request.

5.3. In addition, Lessee shall, at its expense, provide the Lessor with an annual audit prepared by an independent Certified Public Accountant; said audit shall conform to generally acceptable auditing standards and shall be submitted to the County within one hundred twenty

(120) days following the close of the Contractor's fiscal year. If this Agreement is terminated early, the County has the right to demand an accounting of all funds held by the Lessee.

5.4. Lessee shall pay, on or before their respective due dates, all federal, state, city, Lessor, and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon any Property used by Lessee or the estate hereby granted, or upon Lessee, or upon the business conducted by Lessee, or upon any of Lessee's property used in connection therewith, or upon any sums payable hereunder, including, but not limited to any ad valorem, tangible property or intangible property taxes, and sales or excise taxes on any sums payable hereunder. Lessee shall maintain in current status all federal, state, Lessor, city and local licenses and permits required for the operation of the business conducted by Lessee. In addition, Lessee shall be responsible for any and all other taxes which are due, or which may become due, pursuant to Chapter 212, Florida Statutes, as it may be amended from time to time, and any implementing regulations.

#### **ARTICLE VI** **UTILITIES AND SERVICES**

6.1. The Lessor agrees to pay all charges for utility services and costs of installations, including water, heat, light, power, sewage and garbage. Lessee is responsible for all telephone and office expenses which may be incurred.

#### **ARTICLE VII** **CAPITAL IMPROVEMENTS, REPAIRS, MAINTENANCE AND ALTERATION**

7.1. Lessor shall solely be responsible for any capital improvements to the Property. Lessee shall be solely responsible for maintaining the Property on a day-to-day basis. If assistance is needed to maintain the Property. Lessee shall contact the Lessor's Facilities Maintenance Department for Assistance. As set forth above, Lessee agrees to utilize revenues received from events to for Property maintenance and improvements. If there is a short fall in the amount necessary to maintain and improve the Property the Lessor will offset such costs as are deemed in the Lessor's sole discretion as necessary for the maintenance and improvement of the Property. Lessor will further assist in obtaining assistance for maintenance, including seeking agreements with the Department of Corrections for an inmate crew to assist in maintaining the area.

A. Lessee agrees to maintain the Property and appurtenances thereto in excellent condition and repair, and in as good or better condition and repair as that in which they were delivered. Lessee shall keep the Property, including the Leasehold Improvements and Lessee's Property, neat, clean, and in excellent order and condition. Lessee shall give Lessor prompt notice of any damage to or defective condition in any part or appurtenance of the Property, the Leasehold Improvements, Lessee's Property, including mechanical, electrical, plumbing, heating, ventilating, air conditioning and other equipment facilities and systems located within or serving the Property. Lessee shall be responsible for all repairs, replacements and alterations in and to the Property, the Leasehold Improvements, and Lessee's Property and at a minimum shall perform the following:

- 1) Restrooms shall be cleaned and supplies replenished daily.
- 2) The entire Property shall be cleaned of all debris or litter daily at a minimum and more frequently if necessary due to high use of the same.
- 3) All graffiti or other unauthorized defacement of the Property and buildings shall be removed immediately upon discovery.
- 4) The entire site, including all buildings and appurtenances, entrance drive and parking lot, shall be maintained in a neat and clean manner and all litter or trash removed daily.
- 5) Lessee shall promptly repair or replace, all plumbing, heating, venting, air conditioning equipment, electrical (to include all wiring, lights, large fans, building, parking lot and any other non-structural repair(s) needed, including signs).
- 6) Lessee shall promptly make any needed repairs to entrance drive and parking lot(s).
- 7) Lessee shall be responsible for maintaining all grounds, to include landscaping in an attractive, neat appearance at all times.

B. Repairs and replacements made by Lessee shall be in quality and class equal to the original work. Lessee shall also be responsible for any painting, carpeting, or any repair necessitated by the Lessee's neglect or omission or through normal wear and tear resulting from the particular activities that the Lessee conducts on the Property.

C. If Lessee fails to perform its obligations of maintenance or repair hereunder, and Lessor in its sole discretion believes such failure presents a threat to the health, safety and welfare of the public, the Lessor may but is not required to come onto the Property to make such repairs. Lessee shall reimburse the Lessor for the costs of such repairs within thirty (30) days of the date of the invoice from Lessor.

D. Upon the expiration of or prior to termination of this Lease, the Lessee shall remove all property of the Lessee from the Property, except plumbing and other fixtures and Leasehold Improvements which may have been installed by the Lessee and except as otherwise provided in this Lease and surrender the Property to the Lessor in as good order and condition as they were delivered to the Lessee or placed by Lessee thereafter. Any property left on the Property after the expiration or other termination of this Lease may be disposed of by Lessor in any manner and without any liability to the Lessee.

E. Lessee shall not make any alteration in or to the Property without the prior written consent of Lessor. Lessee shall defend, indemnify and save harmless Lessor from and against any and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any alteration in or to the Property made by Lessee. If Lessor gives its consent to the making of alterations by Lessee, all such work shall be done in

accordance with such requirements and upon such conditions as Lessor, in its sole discretion, may impose. Any review or approval by Lessor of any plans or specifications with respect to any alteration is solely for Lessor's benefit, and without any representation or warranty whatsoever to Lessee with respect to the adequacy, correctness or efficiency thereof or otherwise.

F. Lessee shall not permit the placement of any liens against the structure or real property itself. In the event that a lien is placed against the structure of real property, then the Lessee shall defend, indemnify and save harmless Lessor from and against any and all mechanics' and other liens and encumbrances filed by any person claiming through or under Lessee, including security interests in any materials, fixtures, equipment or any other improvements or appurtenances installed in and constituting part of the Property and against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Lessee at its expense shall procure the satisfaction or discharge of record of all such liens and encumbrances within twenty (20) days after the filing thereof. Pursuant to the provisions of Section 713.10, Florida Statutes, under no circumstances shall the interest of Lessor in and to the Property or the land upon which it is situated be subject to liens for improvements made by Lessee or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligations of Lessee.

7.2 To assist in the maintenance and upkeep of the Property, the Lessor shall provide a utility tractor for the use of the Lessee at the Property. Such tractor shall be owned by the Lessor but shall be available for the Lessee's use on the Property. The tractor shall be stored and maintained by the Facilities Management Department of the Lessor but shall be available for the usage of the Lessee. Lessee can arrange for the use of the tractor by scheduling its usages with the Facilities Management Department. The Lessee may not utilize the tractor at any other location than the Property and shall be subject to the following provisions:

A. The Lessee shall not allow any individual to operate the tractor that is less than eighteen (18) years of age.

B. The Lessor shall be responsible for the maintenance of the tractor and shall ensure that it is maintained in an operable condition. Insurance for the tractor shall be maintained by Lessor.

#### **ARTICLE VIII.** **INDEMNIFICATION AND INSURANCE**

8.1. **Indemnification.** To the fullest extent permitted by law, the Lessee agrees to indemnify, defend and hold harmless the Lessor, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Lessee's work or services under this Lease. The Lessor reserves the

right, but not the obligation, to participate in defense without relieving Lessee of any obligation hereunder.

8.2. Insurance. Lessee shall maintain insurance as set forth in Exhibit C attached hereto and incorporated herein.

## **ARTICLE XI.**

### **TERMINATION AND FORCE MAJEURE**

9.1. Lessor's Rights of Termination. Lessor, in addition to any other right of termination herein given (Section 1, supra) to it or any other rights to which it may be entitled by law or in equity or otherwise, may cancel this Agreement after giving Lessee written notice upon or after the happening of any one or more of the following events ("Events of Default"). Lessee shall have ten (10) calendar days to cure an Event of Default, unless another specific time period is set forth herein. The ten (10) day cure period shall commence upon receipt of written notice from the Lessor:

A. Lessee fails to make due and punctual payment of any fees or charges payable hereunder on the date specified for such payments and such default shall continue for a period of fifteen (15) calendar days thereafter, provided however, upon the expiration of the fifteen (15) day period contained in this subsection, Lessee shall not be entitled to the additional ten (10) day notice set forth above;

B. Lessee files a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or substantially all of Lessee's assets;

C. Institution of proceedings in bankruptcy against Lessee and continuation thereof for a period of ninety (90) calendar days;

D. Taking of jurisdiction by a court of competent jurisdiction of Lessee or its assets pursuant to proceedings brought under the provisions of any federal or state insolvency or reorganization act;

E. Appointment of a receiver or trustee of Lessee's assets by a court of competent jurisdiction or by a voluntary agreement with Lessee's creditors;

F. Abandonment by Lessee of the Property, in this connection, suspension of operations for a period of ten (10) calendar days will be considered abandonment;

G. the failure of Lessee to use the Assigned Area in accordance with the terms and conditions of this Agreement or the failure of the Lessee to maintain the insurance required by this Agreement;

H. the failure of Lessee within ten (10) calendar days after receipt of written notice from Lessor, to keep, perform or observe any other term, covenant or condition of this Agreement to be kept, performed or observed by Lessee; provided, however, that if by its nature such default cannot be cured within such thirty (30) calendar day period, then such default shall not constitute an Event of Default if Lessee commences to cure or remove

such default within said ten (10) calendar day period and thereafter pursues the curing or removal of such default with due diligence.

9.2. Payment after Default: The acceptance of fees or charges by Lessor from Lessee for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of Lessor to terminate this Agreement for failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.

9.3. Termination for Convenience. This Lease may be terminated for convenience (without cause) by either party upon 120 days written notice to the other party.

9.4. Force Majeure. The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, including the performance of Lessor's and Lessee's work, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party, other than lack of monies or inability to procure monies to fulfill its commitment or obligation under this Lease; *provided, however*, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this section shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

## ARTICLE X MISCELLANEOUS PROVISIONS

10.1. Compliance with Laws. Lessee (including its officers, agents, servants, employees, Lessees, sub operators, and any other person over which Lessee has the right to control) agree that throughout the Term of this Agreement, Lessee shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended.

10.2. Rights Reserved to Lessor. Rights not specifically granted to Lessee by this Agreement are expressly and independently reserved to Lessor. Lessor expressly reserve(s) the right to prevent any use of the described Property which would interfere with or adversely affect the operation or maintenance of the Property, or otherwise constitute an Property hazard.

10.3. Property Rights Reserved. This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which Lessor acquired the land or improvements thereon, of which said Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions.

10.4. Notices. All notices or other communications to Lessor or Lessee pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

TO LESSOR:

Santa Rosa County  
Dan Schebler, County Administrator  
6495 Caroline St. Suite M  
Milton, Florida 32570

TO LESSEE:

Chumuckla Barrel Racing Asc. Inc.  
Cheri Robbins, President  
3360 Joppa Drive  
Pace, FL 32571

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this article.

10.5. Applicable Law and Venue. The Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Santa Rosa County, Florida. Any action for breach of or enforcement of any provision of this Agreement shall be brought in the state courts of Santa Rosa County, Florida.

10.6. Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

10.7. Relationship of the Parties. Lessee, or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its respective acts or omissions, and Lessor shall in no way be responsible therefore.

10.8. Waivers. No waiver by Lessor at any time of any of the terms, conditions, covenants, or agreements of this Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Lessee. No delay, failure or omission of Lessor to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein. No notice by Lessor shall be required to restore or revive time as of the essence hereof after waiver by Lessor or default in one or more instances. No option, right, power, remedy, or privilege of Lessor shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, power, options, or remedies given to Lessor by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one (1) right, power, option or remedy by Lessor shall not impair its rights to any other right, power, option or remedy.

10.9. Subletting and Assignment. Lessee shall neither sublet any portion of the Property nor assign this Lease, in whole or in part, without the written consent of the Lessor as to both the terms of such assignment or sub-lease and the identity of such assignee or sub-lessee. In the event Lessor approves a sub-lease, Lessee shall nevertheless remain obligated to lessor for full payment of the rent and sub-lessee's compliance with the terms of this Lease.

10.10. Time is expressed to be of the essence of this Lease.

10.11. All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Agreement, and instruments or documents relating to same, shall be construed under Florida law. This Agreement represents the complete agreement of the parties and any prior Lessee agreements or representations, regarding any agreement, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the parties hereto. The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

10.12. Lessee shall maintain all records pertaining to this Agreement in accordance with the Florida Public Records law, chapter 119, Florida Statutes.

**IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARCHONIX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 CARLOINE STREET, SUITE I, MILTON, FLORIDA 32570.**

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

- A. Keep and maintain public records required by the Lessor to perform the service.
- B. Upon request from the Lessor's custodian of public records, provide the Lessor 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.
- C. 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 contract term and following completion of the contract if the Lessee does not transfer the records to the Lessor.
- D. Upon completion of the contract, transfer, at no cost, to the Lessor all public records in possession of the Lessee or keep and maintain public records required by the Lessor to perform the service. If the Lessee transfers all public records to the public agency upon completion of the contract, 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

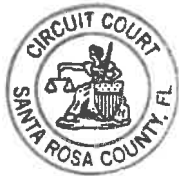


retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. Lessee's failure to produce records in accordance with chapter 119, Florida Statutes, is grounds for automatic termination of this lease.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease as of the day and year first above written.

**LESSOR:**  
**SANTA ROSA COUNTY, FLORIDA**



  
\_\_\_\_\_  
David C. Piech, Chairman

**ATTEST:**

  
\_\_\_\_\_  
Donald C. Spencer, Clerk of Court

**LESSEE:**  
**CHUMUCKLA BARREL RACING**  
**ASSOCIATION, INC.**



Cheri Robbins, President

**ACKNOWLEDGEMENTS**

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

Before me, Cheri Robbins in person or via \_\_\_ remote notarization, appeared  
who provided \_\_\_ as identification or is  
personally known to me, under oath, deposes and says that she is authorized to execute contracts  
and lease agreements and that she executed the foregoing instrument for the uses and purposes  
contained therein.

Sworn and subscribed before me this 26<sup>th</sup> day of March 2021.



NOTARY

My Commission Expires: 4/21/2022



Deborah M. Bratton  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG171241  
Expires 4/21/2022

# **EXHIBIT A**

## **AERIAL OF PRO PERTY BEING LEASED**

**Exhibit A: Santa Rosa Soccer/Horse Park Proposed Management Area**



## **EXHIBIT B**

### **RATES FOR USE OF FACILITIES**

- Pricing will be set as follows:
- Arena rental per event \$125
- Concessions per event \$50
- Stall rental \$20 per day/35 per weekend
- Trailer overnight parking using their generator and water \$15 per night
- Trailer RV hookup (there are 2 on site) \$30 per night

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

SANTA ROSA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
INSURANCE REQUIREMENTS  
SRC Procurement Form INS Std \_ 017\_00\_082119

#### **INSURANCE REQUIREMENTS**

**1) THE SUBMITTER RECEIVING AN AWARD WILL OBTAIN OR POSSESS THE FOLLOWING INSURANCE COVERAGE'S AND WILL PROVIDE CERTIFICATES OF INSURANCE TO THE OWNER TO VERIFY SUCH COVERAGE:**

A. WORKERS' COMPENSATION – MEET STATUTORY LIMITS IN COMPLIANCE WITH THE WORKERS COMPENSATION LAWS OF FLORIDA. THIS POLICY MUST INCLUDE EMPLOYER LIABILITY WITH A LIMIT OF \$100,000 FOR EACH ACCIDENT, \$500,000 DISEASE POLICY LIMIT AND \$100,000 DISEASE EACH EMPLOYEE LIMIT.

CONTRACTOR WILL PROVIDE A COPY OF THEIR EXEMPTION CERTIFICATE AND ARTICLES OF INCORPORATION IF CLAIMING EXCEPTION TO WORKERS COMPENSATION REQUIREMENT. THE DIVISION OF WORKERS' COMPENSATION OFFERS AN ONLINE SYSTEM FOR APPLICANTS TO APPLY FOR OR RENEW A CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA'S WORKERS' COMPENSATION LAW, MODIFY AN EXEMPTION APPLICATION, OR PRINT THEIR CERTIFICATE. THE WEBSITE IS: [WC\\_EXEMPTION@MYFLORIDACFO.COM](mailto:WC_EXEMPTION@MYFLORIDACFO.COM).

B. COMMERCIAL GENERAL LIABILITY – COVERAGE SHALL PROVIDE MINIMUM LIMITS OF LIABILITY OF \$1,000,000 PER OCCURRENCE, \$2,000,000 AGGREGATE, FOR BODILY INJURY AND PROPERTY DAMAGE. THIS SHALL INCLUDE COVERAGE FOR:

- i. PREMISES/OPERATIONS
- ii. PRODUCTS/COMPLETE OPERATIONS
- iii. CONTRACTUAL LIABILITY
- iv. INDEPENDENT CONTRACTORS

C. BUSINESS AUTO LIABILITY – COVERAGE SHALL PROVIDE MINIMUM LIMITS \$500,000. COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE. IF SPLIT LIMIT COVERAGE IS PROVIDED LIMITS OF 500,000 PER PERSON/500,000 PER ACCIDENT AND 500,000 FOR PROPERTY DAMAGE ARE REQUIRED. THIS SHALL INCLUDE COVERAGE FOR:

- i. OWNED AUTOS
- ii. HIRED AUTOS
- iii. NON-OWNED AUTOS

### **SPECIAL REQUIREMENTS**

2) PRIOR TO EXECUTION OF A CONTRACT OR AGREEMENT, CERTIFICATES OF INSURANCE WILL BE PRODUCED THAT SHALL PROVIDE FOR THE FOLLOWING:

A. **SANTA ROSA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING PRODUCTS/COMPLETED OPERATIONS COVERAGE.**

B. **SANTA ROSA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE BUSINESS AUTO LIABILITY POLICY.**

C. **SANTA ROSA COUNTY WILL BE GIVEN THIRTY (30) DAYS' NOTICE PRIOR TO CANCELLATION OR MODIFICATION OF ANY STIPULATED INSURANCE.**

3) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL SUBCONTRACTORS COMPLY WITH ALL INSURANCE REQUIREMENTS.

4) IT SHOULD BE NOTED THAT THESE ARE MINIMUM REQUIREMENTS WHICH ARE SUBJECT TO MODIFICATION IN RESPONSE TO SPECIALIZED OR HIGH HAZARD OPERATIONS. IN THE EVENT OF UNUSUAL CIRCUMSTANCES, THE COUNTY ADMINISTRATOR OR HIS DESIGNEE, MAY ADJUST THESE INSURANCE REQUIREMENTS.

5) **A COPY OF THESE COVERAGES ON A CERTIFICATE OF INSURANCE OR A LETTER OF INSURABILITY FROM YOUR CARRIER STATING THAT YOU WILL OBTAIN THE LEVELS OF COVERAGE ABOVE SHALL BE PROVIDED WITH YOUR BID SUBMISSION.**