



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Belger Chad (Dept) Fire-Rescue - 3355
 (Title) Division Chief (Phone) 352-812-0457
 Signature [Signature] Date Wednesday, October 30, 2024

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: New Document Review & Comment RESUBMIT LRM No. _____
 Approve as to Form Other

Description of Request

Marion County Fire Rescue intends to enter into a contract, for the provision of EMS services with World Equestrian Center. This contract will outline the nature of the services, compensation and responsibilities of both parties.

For more information or discussion, contact: Same as above
 (Name) _____ (Title) _____ (Phone) _____
 Last First

Agenda Item? Yes No Agenda Date: 11/19/2024
 Agenda Deadline Date for Legal: _____ Agenda Deadline Date for Admin: _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-963

Assigned to: Matthew Guy Minter, County Attorney Dana E. Olesky, Chief Asst. County Attorney Thomas Schwartz, Asst. County Attorney Valdoston Shealey, Asst. County Attorney

Date Received:

Outcome:

Approved as to form and legal sufficiency
 Approved with revisions: Suggested Completed
 Other:

[Signature]
**signature page updated 11/1/24 -VR*

RECEIVED

By Victoria Ryder at 4:29 pm, Oct 30, 2024

Attorney Signature: _____ Date: 11/1/24

Staff Signature: [Signature] Date: 11/1/24 Returned: Department Admin _____

Completed

**AGREEMENT FOR THE PROVISION OF ADVANCED LIFE SUPPORT
AMBULANCE STANDBY SERVICES FOR EQUESTRIAN EVENTS
BETWEEN
ARENA HORSE SHOWS OF OCALA, L.L.C.
AND
MARION COUNTY, FLORIDA**

This Agreement for the Provision of Advanced Life Support Ambulance Standby Services for Equestrian Events (this "Agreement") is entered into by and between **ARENA HORSE SHOWS OF OCALA, L.L.C.**, an Ohio limited liability company with a principal address on Sunbiz of 600 Gillam Road, Wilmington, OH 45177, FEIN 83-4226967 ("ARENA") and **MARION COUNTY**, a political subdivision of the State of Florida, for the benefit of Marion County Fire Rescue, 601 SE 25th Ave., Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties").

RECITALS

WHEREAS, ARENA hosts multiple equestrian events in Marion County each year at the World Equestrian Center; and

WHEREAS, ARENA's equestrian events are of an elite caliber and of significant interest and, accordingly, draw large crowds of people and animals; and

WHEREAS, ARENA recognizes the dangers inherent in large crowds of people and animals, particularly at equestrian events, and seeks to have emergency medical services on standby to provide for its spectators, guests, invitees, exhibitors, participants, vendors, and any other similarly situated persons (collectively the "Attendees"); and

WHEREAS, COUNTY supports ARENA's concern for the welfare of its Attendees and wishes to obligate itself to perform standby emergency medical services according to the terms and conditions specified in this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their mutual understanding of their respective benefits and obligations in this endeavor, with each offering the other its covenant and agreement that it has the lawful right and authority to enter into this Agreement and same shall be effective upon the date of the last signature below (the "Effective Date").

NOW THEREFORE, in consideration of the of the mutual covenants contained herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do covenant and agree, for themselves and their respective successors and assigns, as follows:

1. **RECITALS.**
ARENA and COUNTY confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.

2. **TERM.**

The term of this Agreement shall commence upon the Effective Date and shall continue through the end of the business day on December 31, 2027 (the "Term"). The Term may be renewed for three (3) additional one (1) year periods upon a writing signed by both Parties.

3. **COUNTY'S OBLIGATIONS.**

COUNTY agrees that for duration of the Term of this Agreement it shall be liable to perform the following:

A. **Plan.**

COUNTY shall maintain a plan for Services anticipating the large attendance at and participation in ARENA equestrian events.

B. **Provide Services.**

COUNTY shall provide appropriate Services as needed to Attendees at those equestrian events identified in Section "4" below.

C. **Events.**

1. **Scheduled Shows and Scheduled Services.**

a. **Definition.**

A list of presently scheduled ARENA equestrian events ("Scheduled Shows") and the requested amount of Services ("Scheduled Services") are attached hereto as **Exhibit A.**

b. **COUNTY's Obligation.**

COUNTY shall provide to ARENA the Scheduled Services for those Scheduled Shows set forth on **Exhibit A** hereto.

2. **Additional Shows and Additional Services.**

a. **Definition.**

It is understood between the Parties that ARENA may, throughout the Term, request of COUNTY to provide its Services at additional equestrian events ("Additional Shows") or request the COUNTY provide additional ambulance units or additional staff (collectively "Additional Services") at Scheduled Shows and/or Additional Shows.

b. **COUNTY's Discretionary Obligation.**

1. The Parties acknowledge that COUNTY is required to utilize its resources in a manner that best serves the interest of the public. For that reason, COUNTY may, in exercising its sole discretion, be unable to fulfill certain or all ARENA requests, if any, to work Additional Shows or provide Additional Services.

2. COUNTY shall make every good faith effort to fulfill any ARENA request for COUNTY to work Additional Shows or provide Additional Services during the Term and in accord with Section "4" herein. The inability of COUNTY to accommodate such an ARENA request is

not a breach of this Agreement and does not negate the Parties' obligations otherwise set forth herein.

3. The Parties specifically agree that all ARENA events at which COUNTY provides Services, whether said events are Scheduled Shows on Exhibit A, are Additional Shows not yet listed on Exhibit A or which may consist of Additional Services, are hereafter referred to individually as an "Event" and collectively as the "Events."

D. **Perform at Certain Time, Certain Place.**

All COUNTY Services under this Agreement shall be performed at the ARENA associated World Equestrian Center, located at 1390 NW 80th Ave., Ocala, Florida 34482 beginning at 7:15 a.m. and ending at 5:00 p.m. E.S.T. All COUNTY Services presently scheduled on Exhibit A begin on a Wednesday and end on a Sunday.

E. **Invoice.**

COUNTY shall invoice ARENA on a monthly basis for multiple Events. COUNTY may, at its discretion, invoice ARENA on a per Event basis when Events are infrequent or occasional.

4. **ARENA Obligations.**

ARENA agrees that for duration of the Term of this Agreement it shall be obligated to perform the following:

A. **Compensate.**

1. **Hourly Amount.**

ARENA shall compensate COUNTY in the sum of One Hundred Seventy-Five Dollars (\$150.00) per hour for each ambulance unit dedicated to an Event.

2. **Guaranteed Minimum.**

The Parties expressly agree that ARENA shall be responsible to COUNTY for compensation of a minimum of two (2) hours or Three Hundred Fifty (\$300.00) Dollars for each ambulance unit at each Event.

3. **Non-Dedicated.**

No compensation is required of ARENA for COUNTY's provision of non-dedicated units at an ARENA Event.

4. **When Due.**

ARENA's compensation to COUNTY is due and payable upon receipt of a COUNTY invoice.

5. **Dispute.**

Should ARENA have a good faith dispute with a COUNTY invoice, ARENA shall, within ten (10) calendar days of receipt of COUNTY's invoice, set forth in detailed writing those facts in support of its position and provide same to COUNTY. COUNTY shall thereafter investigate the matter and within ten (10) calendar days thereafter provide ARENA the outcome of its investigation. COUNTY's determination is binding on the Parties, and COUNTY shall not abuse this discretion.

B. **Manage Schedule.**

1. **Request.**

Throughout the Term of this Agreement, ARENA shall notify COUNTY if its Services are requested for any Additional Shows or whether Additional Services are requested, whether for Scheduled Shows or Additional Shows. Such ARENA request must be received by COUNTY no later than twenty-four (24) hours in advance of the official start-time of COUNTY's requested performance and said notice must include the pertinent details of the Event.

2. **COUNTY's Ability to Fulfill.**

As stated in Section "3(C)(2)" above, the Parties acknowledge that COUNTY is required to utilize its resources in a manner that best serves the interest of the public. For that reason, COUNTY may, in exercising its sole discretion, be unable to fulfill certain or all ARENA requests, if any, to work Additional Shows or provide Additional Services.

3. **COUNTY's Ability on Short Notice.**

ARENA recognizes that COUNTY cannot guarantee its ability to work Additional Shows or provide Additional Services for which COUNTY has received notice of ARENA's request less than twenty four (24) hours in advance of the official start time of COUNTY's requested performance.

4. **Writing.**

a. The Parties agree **Exhibit A** may be amended at any time during the Term to allow for Additional Shows or Additional Services simply by the Parties adding same to **Exhibit A** and having an authorized representative of either Party initial each addition.

b. The authorized representative of COUNTY for this task is Robert Graff, Deputy Chief of Operations, Contact info: Robert.Graff@marionfl.org and phone: 352-816-0965.

c. The authorized representative of ARENA for this task is Tom Hern, ARENA's facility manager at the World Equestrian Center. Contact info: Tom.Hern@wec.net and phone: (781) 910-6793.

C. **Prioritize Events.**

1. Should ARENA request COUNTY Services for more than one (1) Event at the same time, ARENA shall provide COUNTY with a list in writing prioritizing the higher risk Events.

2. As stated in Section "3(C)(2)" above, COUNTY will cover any and all Events as COUNTY determines is in the best interest of the public.

D. **Cancel Events.**

1. If an Event is cancelled, ARENA shall give COUNTY notice as soon as is reasonably possible.

2. If ARENA's notice is received by COUNTY less than eight (8) hours in advance of COUNTY's official start time at the now cancelled Event, ARENA shall be liable to COUNTY for payment of the two (2) hour minimum referenced in Section "4(A)(2)" above, not as a penalty, but as liquidated damages simply to compensate COUNTY for the lost commercial opportunity to provide Services elsewhere. For clarity, the Parties specifically agree that if COUNTY is scheduled to begin Services at an ARENA Event at 7:15 a.m., said Event is cancelled, and ARENA fails to give COUNTY notice of the cancellation by 11:15 p.m. the night before, i.e., at least eight (8) hours advance notice, ARENA shall pay COUNTY liquidated damages in the sum of Three Hundred and Fifty Dollars (\$300.00) for each ambulance unit dedicated to said Event.
5. **QUALIFICATIONS/LICENSING.** COUNTY represents and warrants to ARENA that COUNTY employees performing this Agreement have the professional qualifications, licenses, and permits required by state and local governments and regulatory bodies to provide emergency medical services.
6. **RECIPIENT OF SERVICES LIABILITY.** The Parties acknowledge that the individual being provided Services and/or transported by COUNTY and not ARENA is responsible for the payment of the costs associated with the care received and that individual shall be invoiced directly by COUNTY.
7. **INDEPENDENT CONTRACTOR STATUS.** The Parties acknowledges and agree that under this Agreement, COUNTY shall be deemed at all times to be an Independent Contractor. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either Party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow ARENA to exercise control or discretion over the manner or methods employed by COUNTY in its performance of its obligations under this Agreement. No officer, agent, or employee of COUNTY or ARENA shall be deemed an officer, agent, or employee of the other Party. Neither COUNTY nor ARENA, nor any officer, agent, or employee thereof, shall be entitled to any benefits to which employees of the other Party are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave, or other leave benefits.
8. **TERMINATION.** Each Party reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) calendar days prior written notice to the other Party. If said Agreement should be terminated early as provided herein, the Parties will each be relieved of all obligations under this Agreement upon the effective date of the termination. ARENA shall remain liable to COUNTY for those Services performed up to the effective date of the termination. COUNTY shall remain liable to perform Services at any scheduled Event taking place up to the effective date of the termination.

9. **PUBLIC RECORDS OBLIGATIONS.** If, under this Agreement, ARENA is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes, ARENA, shall:
- A. Keep and maintain public records required by COUNTY to perform the service;
 - B. Upon request from COUNTY's custodian of records, provide 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;
 - 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 this Agreement term and following completion of this Agreement if ARENA does not transfer the records to COUNTY; and,
 - D. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of ARENA or keep and maintain public records required by COUNTY to perform the service. If ARENA transfers all public records to COUNTY upon completion of this Agreement, ARENA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ARENA keeps and maintains public records upon completion of this Agreement, ARENA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.
10. **UNILATERAL TERMINATION.** If ARENA fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this Section, ARENA may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.
11. **PUBLIC RECORDS.**
**IF ARENA HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO ARENA'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:
PUBLIC RELATIONS, 601 SE 25TH AVE. OCALA, FL 34471
PHONE: 352-438-2300 FAX: 352-438-2309
EMAIL: PUBLICRELATIONS@MARIONCOUNTYFL.ORG**
12. **NOTICES.**
All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served or when reflected by a receipt, i.e., an electronic mail read receipt, a courier service delivery

receipt, certified mail return receipt, or when receipt is acknowledged by recipient. Each Party certifies that it has software capable of sending electronic mail read receipts to the other. Any Party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. ARENA's and COUNTY's representatives and addresses for notice purposes are as follows, or to such other address(es) as the Parties may mutually designate by notice complying with the terms of this Agreement.

AS TO ARENA:

Attn: Corporate Legal Department
600 Gilliam Road
Wilmington, OH 45177

with copy via email only to:
Donald R. Deluca
7340 N US HWY 301
Ocala, FL 34475
(239)275-2300
ddeluca@rllc.com with a copy to
janna.ward@rllc.com

AS TO COUNTY:

Robert Kruger
Deputy Chief of EMS
2631 SE 3rd Street
Ocala, FL 34471
Email: Robert.Kruger@marionfl.org

with copy to: Marion County
Office of the County Administrator
601 SE 25th Ave.
Ocala, FL 34471
(352) 438-2300

13. **COMPLIANCE WITH LAWS AND POLICIES.** Each Party must comply with all applicable federal and state laws, codes, rules, and regulations and both COUNTY and ARENA policies in performing its duties, responsibilities, and obligations pursuant to this Agreement.

14. **E-VERIFY.** Beginning January 1, 2021, Section 448.095, F.S., requires ARENA to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits ARENA from entering into this Agreement unless it is in compliance therewith. Information provided by ARENA is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.
 1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
 2. ARENA has agreed to perform in accordance with the requirements of this Section and agrees:
 - a. It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
 - b. COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that ARENA has knowingly violated Section

448.09(1), F.S., that is, that ARENA knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

- c. When ARENA enters into a contract with an employee, a contractor or a subcontractor, ARENA shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
- d. ARENA shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e. ARENA shall immediately terminate the Contracting Party if ARENA has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), F.S., as set forth above.
- f. If COUNTY has a good faith belief that ARENA's Contracting Party has knowingly violated Section 448.09(1), F.S., but that ARENA has otherwise complied, COUNTY shall promptly order ARENA to terminate the Contracting Party. ARENA agrees that upon such an order, ARENA shall immediately terminate the Contracting Party. ARENA agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate ARENA.
- g. If COUNTY terminates this Agreement with ARENA, ARENA may not be awarded a public contract for a least one (1) year after the date of termination.
- h. ARENA is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
- i. Any such termination under this Section is not a breach of this Agreement and may not be considered as such.
- j. ARENA shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

15. **INDEMNIFICATION.** To the extent permitted by law, ARENA shall indemnify, defend, and hold harmless, release, and forever discharge COUNTY and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to,

actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by ARENA, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of ARENA or anyone directly or indirectly employed by ARENA. ARENA expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by ARENA shall in no way limit the responsibility to indemnify, keep and save harmless and defend COUNTY and its officers, board members, employees, agents, and instrumentalities. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

16. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, COUNTY's obligation to indemnify ARENA is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2018). This Section shall survive the termination of this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
17. **ASSIGNMENT.** This is an Agreement for professional and specialized services and shall not be assigned by COUNTY or by ARENA in any manner or by operation of law.
18. **FORCE MAJEURE.** There is no obligation to perform any duty, requirement or obligation under this Agreement if fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, epidemics, pandemics, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either Party, prevents such performance and which reasonable diligence cannot overcome without unusual expense ("Force Majeure"). In no event may either Party deem a lack of funds a Force Majeure 13.
19. **WAIVER.** The failure or delay of any Party at any time to require performance by another Party of any provision of this Agreement, even if known, shall not affect the right of such Party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any Party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any Party in any circumstance shall, of itself, entitle such Party to any other or further notice or demand in similar or other circumstances.
20. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and

enforceable, than such provision shall be deemed to be written, construed and enforced as so limited.

21. **APPLICABLE LAW/JURISDICTION/VENUE.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement, shall be Marion County, Florida.
22. **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.
23. **ATTORNEY'S FEES.** In the event of any litigation arising out of this Agreement, the prevailing Party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.
24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** ARENA and COUNTY acknowledge that this Agreement is a result of negotiations between ARENA and COUNTY, and the Agreement shall not be construed in favor of, or against, either Party because of that Party having been more involved in the drafting of the Agreement.
26. **COUNSEL OF CHOICE.** Each Party recognizes that this is a legally binding contract and acknowledges and agrees that it has had the opportunity to consult with legal counsel of its choice. ARENA agrees and acknowledges that it has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.
27. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
28. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is

intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.

29. **AMENDMENT.** But for the additions to **Exhibit A** contemplated herein, no amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
30. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
31. **ELECTRONIC SIGNATURE(S).** ARENA, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
32. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
33. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party concerning all provisions contained in this Agreement.

[This portion of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the said Parties have entered into this Agreement as of the date of the last signature below.

WITNESS: Signed before me: **ARENA HORSE SHOWS OF OCALA, LLC**

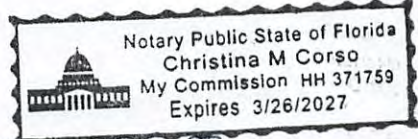
Christina CORSO 11/6/2024 By: [Signature]
Signature Date Roby Roberts, Donald R. DeLuca
Print Name Its: Managing Member Vice President and Secretary

JASNA SALDPEK BENDER Date: 11-6-24
Signature Date 11/06/24
Print Name

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of November, 2024, by ~~ROBY ROBERTS~~ as the ~~Managing Member~~ of **ARENA HORSE SHOWS OF OCALA, L.L.C.**, an Ohio limited liability company.
Donald R. DeLuca Vice President and Secretary

(SEAL)



X Personally Known OR
 Produced Identification
Type of Identification Produced: _____

[Signature]
Notary Public, State of Florida

ATTEST: **MARION COUNTY**, a political subdivision of the State of Florida for the benefit of Marion County Fire Rescue

Gregory C. Harrell, Clerk of Court By: _____
Date: _____ Kathy Bryant, Chairman
Date: _____

For Reliance by Marion County Only, Approved as to Form and Legal Sufficiency:

[Signature]
Matthew G. Minter, County Attorney

eA

**EXHIBIT A
ARENA EVENTS 2021**

Mo.	Start Date	to	End Date	Any Added Units Or Services	Initials of Party	
	Wed.		Sun.		Arena	County
JAN.	6	-	10			
	13	-	17			
	20	-	24			
	27	-	31			
FEB.	3	-	7			
	10	-	14			
	17	-	21			
	24	-	28			
MAR.	3	-	7			
	10	-	14			
	17	-	21			
	24	-	28			
EVENTS ADDED BY AGREEMENT					Initials of Party	
					Arena	County
		-				
		-				
		-				
		-				

EVENTS ADDED BY AGREEMENT (continued)

Mo.	Start Date	to	End Date	Any Additional Services	Initials of Party	
	Wed.		Sun.		Arena	County
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