

**ATHLETIC FACILITY AGREEMENT FOR USE OF
SHOCKER PARK**

THIS ATHLETIC FACILITY AGREEMENT (this “Agreement”) is entered into by and between Marion County, a Political Subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL 34471 (hereinafter referred to as the “County”) and Ocala/Marion County Girls Softball, Inc., a Florida not-for-profit corporation, 2371 SE 24th Rd, Ocala, FL 34471, FEIN 59-3267253 (hereinafter referred to as “League.”)

WITNESSETH:

WHEREAS:

- A. The County owns and manages a public park with active recreation facilities at Shocker Park, located at 2371 SE 44th Court, Ocala, FL 34471.
- B. League requests to enter into an agreement with Marion County Board of County Commissioners to utilize portions of Shocker Park, as indicated in Exhibit A (hereafter collectively referred to as the “Facilities”), for its use in conducting only publicly accessible recreational sports programs.
- C. The County and League agree that any travel sports, developmental, premier or adult league shall be clearly separate from this Agreement and administered by the Parks & Recreation Department.
- D. The County is willing to permit League non-exclusive use of the Facilities pursuant to the terms and conditions hereof.
- E. The Marion County Parks & Recreation Department (the “Department”) shall be responsible for the administration of this Agreement.

NOW, THEREFORE, in the consideration of the matters set forth above (which are incorporated herein by reference), the exchange of mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

- 1. **Term of Agreement.** The County agrees to allow League the use of the Facilities at Shocker Park, as listed in Exhibit A, for a period of two (2) years, subject to the termination provisions set forth herein. The term of this permit shall begin on November 1, 2024, and end on November 30, 2026, unless sooner terminated.
- 2. **Termination.** Notwithstanding the above, this Agreement may be terminated by either party by December 31 of each year with a minimum thirty (30) days prior written notice, with or without cause. The County holds the right to terminate this Agreement at any time if League fails to comply with the terms and conditions stated herein. All outstanding fees are due at the termination of this Agreement. Within ninety (90) days of notice of termination, the League shall, at its own expense, remove all equipment installed on the property, which has not been placed into County inventory, and restore the site to its existing conditions excluding improvements as authorized herein.

3. **Use of Facilities.** During the term of this Agreement, League shall use the Facilities for League's athletic events only during the times and dates as authorized by this Agreement. Use of Facilities is non-exclusive and County maintains the right to reserve Facilities based on availability.
- 3.1. The Facilities are to be used predominately for recreational leagues and this Agreement does not include the use of the Facilities for travel teams/leagues. Travel teams/leagues must coordinate facility use through the Department through separate agreements.
- 3.2. League agrees to coordinate field usage with the Department by providing the Department with an accurate schedule, depicting actual use (i.e. practices, games, tournaments, events), 14-days prior to the beginning of each season (spring, fall, all-stars, etc.). Field usage reserved by the League is subject to modification by the Department if actual usage does not correctly correlate with the provided schedule.
- 3.3. Before undertaking to use the Facilities, League agrees to provide the Department with a schedule of dates showing League's intended use of the Facilities. League agrees that the Facilities are available to the general public on a first come, first served basis, or by reservation with the Department, unless League's use of Facilities is indicated on a schedule submitted by League to Department. Any other organized use of the Facilities must be reserved through the Department.
- 3.4. Blanket schedules that do not accurately reflect actual League usage are prohibited and are subject to schedule modifications by the Department.
- 3.5. League is prohibited from sub-leasing the use of Facilities to other organizations or entities. All scheduling and reservation of County Facilities must be coordinated directly with the Department.
- 3.6. County reserves the right to schedule the closure of certain fields for maintenance, tournaments or field preparation with notice to the League.
4. **Sanctioning.** League agrees to maintain an active registration with a sports sanctioning organization which has a recreational program focus (e.g. Babe Ruth, Inc. or Little League, Inc.) rather than a travel ball focus (e.g. USSSA, NSA, etc.).
5. **Collection of Fees by League.** League agrees that all fees generated at Shocker Park (including concessions, tournament revenues and other revenues not herein listed) will be used to provide player scholarships, operations/maintenance and comply with fiscal requirements included herein. League shall not charge parking or admission fees to park users, unless required to host a tournament or special event.
6. **Criminal Background Investigations.** League shall conduct criminal background investigations on all persons acting as head coaches, assistant coaches, cheerleading coaches, trainers, and any other person acting in an official capacity with any organization directly overseeing the League's activities in accordance with Ch. 943.0438 Florida Statutes. These investigations shall be conducted annually. League shall provide the County a copy of their background check policy and procedures, and the implementation plan for those policies and procedures annually. League shall furnish to the County a listing, signed by an officer or director of League, of the persons who have successfully

undergone League's criminal background investigation prior to the beginning of any individual's involvement with any youth related activities.

7. League Responsibilities.

Prior to the use of the Facility, League shall provide to the Department: all player rosters, practice schedules, game schedules, poof of valid liability insurance, proof of current non-profit status, proof of State registration status and all required background check documentation 14-days prior to the beginning of each season (spring, fall, all-stars, etc.). Failure to comply with these requirements will prohibit the use of the Facility.

- 7.1. League shall provide all necessary field/concession equipment and/or supplies for League use.
- 7.2. League shall meet annually with the Parks & Recreation Department to review this Agreement, discuss concerns or any League changes. League is required to notify County within 30 days of any changes to League board members.
- 7.3. League agrees to abide by and enforce all County park rules and signage requirements as specified in Exhibit B.

8. Tournaments and Events.

- 8.1. County agrees to provide tournament support and waive support related fees for two (2) tournaments per calendar year. One (1) of these two (2) tournaments must qualify as a tournament supported through the Visitor Convention Bureau (VCB) in order for County to waive support fees. County must be notified no less than three (3) months in advance for each tournament.
- 8.2. For tournaments or events beyond the two (2) provided per calendar year, League agrees to enter a Sports Event Agreement with County no later than three (3) months before the start of any tournament or event not included in 8.1 above.
- 8.3. League acknowledges it will incur costs and fees owed to County for County support provided at all tournaments or events not included in paragraph 8.1 above. Said financial obligation of League will be the subject of the Sports Event Agreement, referenced above.
- 8.4. For any event not supported by the County, Facilities shall be operated and maintained in accordance with County standards as follows:
 - A. All restrooms will be kept clean and stocked with paper products during the duration of the event. League will check on cleanliness every hour during the event and address deficiencies appropriately. All restrooms will be completely cleaned, mopped and wiped down at the end of each day.
 - B. Trash receptacles will be checked and emptied on a routine basis to ensure all refuse can be contained within. Overflowing trash receptacles must be addressed immediately.

- C. Litter shall be removed immediately in accordance with Marion County Litter Ordinance 23-13 and as specified in Exhibit B of the Agreement.
 - D. Fields shall be groomed between games to provide a safe and consistent playing surface.
 - E. At the end of the event, all Facilities shall be in the same, or better, condition than it was prior to the event. County staff will inspect the Facilities before and after the event and report any deficiencies to League which will have two (2) working days to correct. Any deficiencies not corrected will be corrected by County staff and then billed back to the League for payment.
- 8.5. If fees are required to be charged by the League for a tournament or special event, such fees shall be allowed only by prior written consent of the County.
- 8.6. During any event, League shall provide law enforcement for the Facilities throughout the entire event and shall secure Facilities after each day of the event. League shall be responsible for providing traveling directions to the event and supervision and monitoring of parking to insure traffic does not create a safety issue.
9. **Fees.** All fees incurred for the use of Facilities will be billed by the County each month, with the exception of the player fee. Fees can be modified by the County with a thirty (30) day written notice. League agrees to pay the County:
- 9.1. The League will pay a fee of \$20 per player, per season (spring, fall, all-stars, etc.).
 - 9.2. \$25 per occurrence to line a single softball field and \$12 to touch up a single softball field (no stringing required, does not include chalk) with a minimum seven (7) working days' notice.
 - 9.3. All invoiced fees are due within 30 days of receipt of the invoice. Past due payments are subject to late fees of three percent (3%) of the invoice total for every additional 30 days past due.
10. **Fiscal Operation and Financial Reporting.** League shall operate as a non-profit corporation under the laws of the State of Florida and shall not pay remuneration of any kind to its officers, directors, volunteers or any other person acting in an official capacity with any organization directly overseeing League's activities. League must establish and operate according to sound and acceptable accounting practices, must document all fees, revenues and expenses and must maintain adequate financial books and records which shall be submitted to the County upon request. The County shall have the right to audit the books and records and/or to request that an audit be performed and certified by a certified public accountant at the League's expense. League shall provide an annual written financial report to the County itemizing all its revenue and expenses, and provide documentation as to the number of participants (youth or adult, depending on the league) served during the past year. League shall submit annually to the County a copy of its IRS Form 990 that it submits to the United States Internal Revenue Service.

11. **Improvements and Modifications.** Improvements or modifications to any part of the Facilities (i.e. grounds, buildings, etc.) is strictly prohibited unless prior written authorization is first obtained from County.
12. **Access to Facilities.** The County maintains full access to the Facilities at all times.
13. **Liens.** The County's interest shall not be subject to liens for improvements made by League. League, at its expense, shall cause any lien filed against the real property of which the premises area part, for work or materials claimed to have been furnished to League, to be discharged of record within ten (10) days after notice thereof.
14. **Liability Insurance and Hold Harmless.**
 - 14.1. To the fullest extent permitted by law, the League assumes full risk and responsibility for its utilization of County's Facilities shall indemnify and hold harmless the County from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from participants, spectators or any action of the League as a result of the League's activities, provided that such liability, claims, damages, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by acts or omissions of the League, anyone directly or indirectly affiliated by them or with them or anyone whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - 14.2. League shall maintain during the entire term of this Agreement and all periods in which League is in possession of the Facilities, such commercial general liability insurance as will provide coverage for claims resulting in personal injury, bodily injury and or property damage, which may arise directly from the League's activity and use of the Facilities. The amount of insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. League shall be listed as Ocala/Marion County Girls Softball, Inc. on the Certificate of Insurance as the named insured. League shall ensure delivery of the certificate of insurance to the Marion County Parks & Recreation department at 111 SE 25th Ave, Ocala FL 34471 no less than thirty (30) days prior to the initial activities of the League for the current year. If insurance is not procured by League, the League will not be eligible to participate with any of the sport activities until proper insurance documentation is provided. The Certificate of Insurance must be issued by a company authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-, and evidencing the League has obtained, and paid all premiums for, insurance coverage required hereunder. Such certificates shall list Marion County, a political subdivision of the State of Florida, Board of County Commissioners, as an additional insured. League must provide to the County any notification of cancellation within ten (10) business days; and contain a severability of interest provision so that the County is treated as if a separate policy of insurance was in existence. These insurance requirements do not relieve or limit the liability of the League. The County does not represent that these types or amounts of insurance are sufficient or adequate to protect League interests or liabilities, but are merely minimums. Should the League desire insurance protecting its personal property from casualty or damage while on the Facilities, it

will purchase such insurance, it being expressly understood that the County is not obligated to purchase any insurance. The insurance required of the League or any insurance of the League shall be considered primary, and any insurance or self-insurance of the County shall be considered excess, as may be applicable, to claims against the County, which may arise.

- 14.3. Proof of insurance is required prior to the start of each season (spring, fall, all-stars, etc.). League schedules will not be added to the County reservation system without receipt of insurance certificate.

- 15. Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

If to County: Marion County Parks & Recreation
111 SE 25th Ave.
Ocala, FL 34471

- 15.1. If to League: Each such notice shall be deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by electronic transmission; and (c) on the date upon which the return receipt is signed and delivery is refused or the notice is designated by the postal authorities as not deliverable., as the case may be, if mailed.
- 15.2. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

16. Public Records Compliance.

- 16.1. If, under this Agreement, League is providing services and is acting on behalf of County as provided under Section 119.011(2), Florida Statutes, League 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 the Term of this Agreement and following completion of this Agreement if League 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 League or keep and maintain public records

IN WITNESS THEREOF, the parties have entered into this Agreement on the date of the last signature below.

MARION COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

ATTEST:

Gregory C. Harrell, Clerk Date

Michelle Stone, Chairman Date

APPROVED AS TO FORM:

For: Matthew G. Minter, Date
County Attorney

WITNESS:

Chanel R
Jaime Cooper

Ocala/Marion County Girls Softball, Inc.

Rebecca Stockman Date
By: 9/20/24

Printed Name: Rebecca Stockman
Title: President

required by County to perform the service. If League transfers all public records to County upon completion of this Agreement, League shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If League keeps and maintains public records upon completion of this Agreement, League 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.

16.2 If League has questions regarding the application of Chapter 119, Florida Statutes, to League's duty to provide public records relating to this Agreement, contact County's custodian of public records at:

Office of Public Relations

601 SE 25th Ave.

Ocala, FL 34471

Phone: 352-438-2300

Fax: 352-438-2309

Email: publicrelations@marionfl.org

- 16.3. If League fails to provide the public records to County within a reasonable time, or otherwise fails to comply with this section, League may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by County.
17. **Governing Law.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.
18. **Attorney's Fees.** If any legal action or other proceeding, including arbitration, is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, each party agrees to pay their own legal fees, court costs and expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
19. **Assignment.** This Agreement shall not be assigned by League without the prior written consent of the County.
20. **Remedy.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

21. **Exclusion.** Provisions contained in this Agreement which are contrary to, prohibited by or invalid under applicable laws or regulations, shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
22. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver or any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
23. **Rights to Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason 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 of this Agreement, nor shall any provision give any third persons any right to subrogation or action over or against any part to this Agreement.
24. **Amendment.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by in writing making specific reference to this agreement signed by both parties.
25. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

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IN WITNESS THEREOF, the parties have entered into this Agreement on the date of the last signature below.

**MARION COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

ATTEST:

Gregory C. Harrell, Clerk Date

Michelle Stone, Chairman Date

APPROVED AS TO FORM:

Matthew G. Minter, Date
County Attorney

WITNESS:

Ocala/Marion County Girls Softball, Inc.

By: _____ Date

_____ Printed Name: _____

Title: _____

“EXHIBIT A”

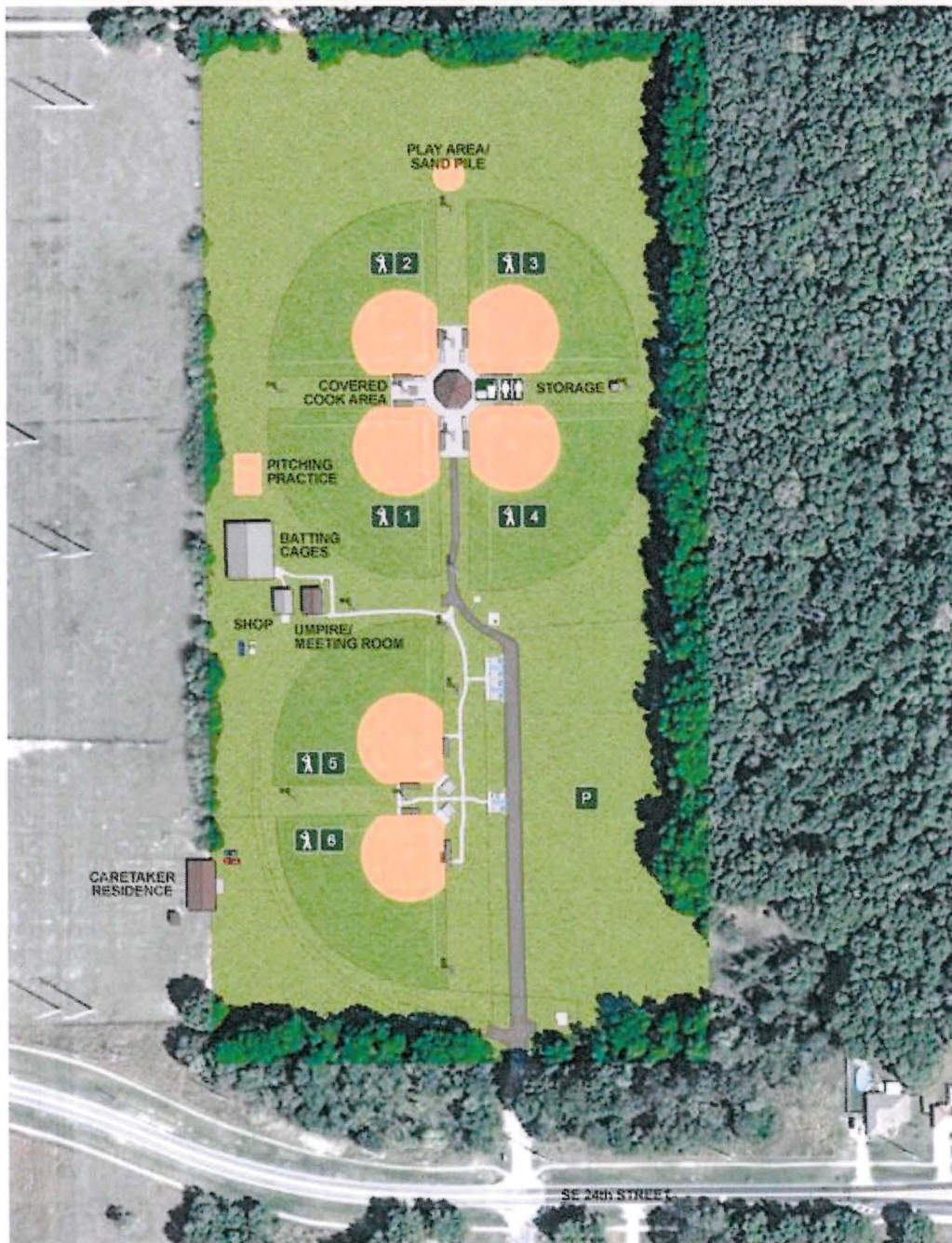
Description of Facilities Included under Terms of Athletic Facility Agreement for use of
Shocker Park, 2371 SE 24th Rd, Ocala, FL 34471

1. Access drive and parking area(s)
2. 6 lighted softball fields
3. Covered Batting Cages
4. Pitching warm-up areas
5. Common areas between softball fields
6. Bleachers
7. Concession stand/restrooms
8. Covered cook area
9. Meeting/Umpire room
10. Score towers



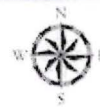
Shocker Park

Provided by the Marion County Parks and Recreation Department for informational purposes. For more information, contact the Department at (352) 671-6960 or marioncountyfl.org/parks



Map Legend

- | | |
|----------------|--------------|
| Softball Field | Parking Area |
| Restrooms | |
| Concession | |



Marion County Sheriff's Office (non-emergency line)
Marion County Parks and Recreation

(352) 732-9111
(352) 671-6960

“EXHIBIT B”

County Park Rules, Prohibitions and Signage Requirements for Athletic Facilities

Rules:

1. Facility will be left in the same condition or better after each use.
2. Concession and cooking areas will be cleaned after each use and kept in an orderly, safe and sanitary condition at all times.
3. Food vendors will only be permitted through the Marion County Parks & Recreation Department Mobile Food Vendor Application process.
4. Merchandise sales will only be permitted through the Marion County Parks & Recreation Department Commercial Park Pass process.
5. Parking is allowed in designated spaces only.

Prohibitions:

1. Littering is strictly prohibited and will be enforced per County Ordinance 23-13. Litter includes, but is not limited to: garbage, glass bottles, plastic bottles, cigarette butts, wrappers, empty containers, waste/cooking oils, pet waste, etc.
2. The sale and/or consumption of alcohol is strictly prohibited.
3. The sale and/or use of ANY tobacco product is prohibited. Use of tobacco products is only allowed within designated areas only
4. Overnight parking is prohibited.
5. Swearing, foul language, obscene gestures and fighting is prohibited.

Signage Requirements:

1. Only sponsorship banners will be permitted at the Facility.
2. Signage fasteners must be cut to length; no excess hanging/protruding material.
3. Signs must not be any larger than 5' x 3' without prior written consent of the Department.
4. Signage that depicts political messaging, adult content, alcohol or tobacco products are prohibited.
5. Signs that become faded, tattered or otherwise unpresentable in appearance shall be removed.