

**PERFECT GAME USA, INC.
(JANUARY-SEPTEMBER 2022 EVENT SERIES)
TOURIST TAX FUNDING AGREEMENT**

THIS AGREEMENT is made and entered into on this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **PERFECT GAME USA, INC.**, duly authorized to conduct business in the state of Florida, whose address is 850 Twixt Town Road NE, Cedar Rapids, Iowa 52402, hereinafter referred to as “**RECIPIENT**”.

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the “Local Option Tourist Development Act” in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, Section 125.0104, Florida Statutes, provides that Tourist Development Tax Revenues may be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote publicly owned or operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of COUNTY’s special taxing district in which the tax is levied; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY, and RECIPIENT executed a Memorandum of Understanding (“MOU”) on July 28, 2020 designating RECIPIENT as a preferred operator at the Seminole County Boombah Sports Complex for a period of five years to begin January 1, 2021; and

WHEREAS, in accordance with the terms of the MOU, COUNTY agreed to provide RECIPIENT with an annual Facility Use Agreement for the use of Boombah Sports Complex and provide RECIPIENT with the same opportunity for room night incentives the COUNTY currently provides to other tournament operators on an event-by-event basis through COUNTY’s tourism grant program; and

WHEREAS, in accordance with the terms of the MOU, RECIPIENT agreed to supply an event schedule that is in excess of thirty (30) events annually, which will produce a minimum of 40,000 documented hotel room nights per calendar year over the term of the MOU; and

WHEREAS, in an effort to create efficiencies with the facility contracting and grant funding process, we are proposing a event series funding Agreement to help streamline much of the administrative work for both parties to be more aligned with the MOU; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, wishes to appropriate Tourist Development Tax Revenues as operational funds to host the Perfect Game USA, Inc. January-September 2022 Event Series Tourist Tax Funding Agreement (together referred to as the “January-September 2022 Event Series”) to be held January 1, 2022 through September 30, 2022, at Boombah Sports Complex; and

WHEREAS, said tourist tax monies must be used to pay facility use fees for the above-listed facilities.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth in this Agreement, COUNTY and RECIPIENT agree as follows:

Section 1. Term. This Agreement shall be effective from the date of its execution by the parties until September 30, 2022, unless earlier terminated as provided in this Agreement.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice to the other party as provided for in this Agreement or, at the option of COUNTY, immediately in the event that RECIPIENT fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by RECIPIENT after RECIPIENT has received notice of termination. Upon termination, RECIPIENT shall immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided hereunder, in accordance with Section 125.0104(5), Florida Statutes.

Section 3. Services.

(a) Up to THREE HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED NINETY-SEVEN AND 95/100 DOLLARS (\$389,797.95) in tourist tax funds from this Agreement shall be used to pay for a portion of facility use fees at Boombah Sports Complex, respectively, for the January-September 2022 Event Series, as described in Exhibits A-1 and A-2, attached and incorporated by reference in this Agreement.

(b) RECIPIENT submits a Facility Use Agreement which is inclusive of all of the thirty-one (31) events (109 projected event days) listed for the January-September 2022 Event Series. The Facility Use Agreement for the January-September 2022 Event Series is attached and incorporated by reference as Exhibit A-3 in this Agreement.

(c) RECIPIENT submits a Tourism Funding Grant Application for the thirty-one (31) events listed for the January-September 2022 Event Series reflective of the Facility Use Agreement, that provides an estimated total room night goal as part of their application for the January-September 2022 Event Series. To be eligible for funding in this Agreement, events must take place between

January 28-September 18, 2022. The Tourist Tax Funding Application is attached and incorporated herein by reference as Exhibit A-1.

(1) COUNTY shall invoice RECIPIENT by the 5th of each month for the previous month's events maintenance and gate fees. Maintenance Fees and Gate Fees are separate fees and COUNTY will provide a separate invoice for those fees. **Maintenance Fees and Gate Fees are not eligible for tourist tax funds and will not be reimbursed by COUNTY.** RECIPIENT shall pay all maintenance and gate fees within thirty (30) days from receipt of invoice from COUNTY. COUNTY reserves the right to cancel future events for nonpayment.

(d) After-event preliminary statistics for room nights and economic impact must be submitted to COUNTY no later than fourteen (14) days after the conclusion of each individual event. Once each event concludes, all documented room nights will be confirmed to determine the total final amount that can be paid by COUNTY on behalf of RECIPIENT, subject to the verification process set forth in Section 5 of this Agreement.



(e) At the end of each month, Boombah Sports Complex staff will send a copy of the invoices to RECIPIENT and the COUNTY'S Sports Tourism Office reflective of actual usage for events during the month. The final invoice will be based upon actual use.

(f) COUNTY's Sports Tourism staff will review the post event hotel report provided by RECIPIENT. Sports Tourism Office shall provide RECIPIENT with a monthly report that tracks and documents the verified room nights and provides the total amount of eligible grant funding that can be paid on behalf of the RECIPIENT by Sports Tourism to the County based upon the number of verified room nights generated from the events. Only hotel rooms generated within Seminole County will be eligible for the grant funding program.

(g) COUNTY will pay the final monthly invoice to the Boombah Sports Complex based upon the actual use after each event, subject to the verification process set forth in Section 5 of this Agreement.

(h) Once the final event has concluded for the January-September 2022 Event Series, COUNTY's Sports Tourism staff will tally the total number of verified rooms for all events in the series, and will send RECIPIENT a final statement that reflects the total number of verified Seminole County hotel rooms generated by the RECIPIENT during the January-September 2022 Event Series and the total amount of facility use fees that were paid on behalf of RECIPIENT by COUNTY's Sports Tourism staff per this Agreement.

(i) As a reward for over-performance, COUNTY has the ability to pay up to an additional twenty percent (20%) of the aforesaid available funds for events that exceed their room night guarantee based on FIFTEEN AND 00/100 DOLLARS (\$15.00) per each additional confirmed room night. In no event will the amount exceed the total facility use fees for the January-September 2022 Event Series. If there is a balance owed by RECIPIENT or a surplus of rooms generated, the COUNTY will notify RECIPIENT in writing.

(j) Payment of all facility use fees for the January-September 2022 Event Series for combined usage of the above listed facilities is not to exceed a total of THREE HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED NINETY-SEVEN (\$389,797.95). In no event will the amount COUNTY pays exceed the total facility use fees.

(k) All promotional packages sent out by RECIPIENT for the January-September 2022 Event Series, as described in Exhibit A-1, must contain a list of Seminole County hotels provided by Seminole County Tourism Division. **No other hotel list may be included in the promotional packet and no other county may be advertised or promoted in the promotional packet, and**

Seminole County shall be listed in all event promotional materials as the headquarters for the event. All promotional packets must be approved by COUNTY prior to distribution in order to qualify for reimbursement.

(l) RECIPIENT shall permit a third-party company, as designated by COUNTY, to conduct on-site surveys during the January-September 2022 Event Series to coordinate the survey process. RECIPIENT shall cooperate in making their event accessible in whatever manner necessary for completion of the survey.

(m) RECIPIENT will be required to have and maintain a website for the purpose of promoting tourism to and attendance at RECIPIENT's January-September 2022 Event Series. The website must be linked to the Seminole County Tourism website (www.doorlandnorth.com) and that link shall be maintained throughout the duration of this Agreement. **No other county tourism website will be linked to RECIPIENT's website for the promotion of the January-September 2022 Event Series.**

(n) Failure to comply with, or failure to meet the requirements of this Section, including time deadlines, will result in termination of this Agreement and forfeiture of all financial assistance rendered to RECIPIENT by COUNTY pursuant to this Agreement. COUNTY reserves the right to cancel future events for nonpayment.

Section 4. Liability and Insurance.

(a) Liability. COUNTY and its Commissioners, officials, employees, and agents will not be deemed to assume any liability for the acts, omissions, and negligence of RECIPIENT and its officers, employees, and agents in the performance of services provided hereunder. RECIPIENT hereby agrees to fully and completely indemnify, insure, and hold harmless COUNTY from and

against any liability of whatsoever type or nature, howsoever arising, relating in any way to the acts or omissions of RECIPIENT and its officers, members, agents, and employees.

(b) Insurance.

(1) RECIPIENT shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The Certificate of Insurance may be for the entire Series of Events or a Certificate of Insurance may be provided separately for each Event in the Series. COUNTY, its officials, officers, and employees must be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance must provide that COUNTY will be given, by policy endorsement, not less than thirty (30) days' written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by RECIPIENT, RECIPIENT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance must contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance must have this Agreement number clearly marked on its face.** In lieu of the statement on the Certificate of Insurance, RECIPIENT will have the option to submit a sworn, notarized statement from an

authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement, and that the insurance is in full compliance with the requirements of this Section.

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, RECIPIENT shall, within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by RECIPIENT will relieve RECIPIENT of its full responsibility for performance of any obligation including RECIPIENT's indemnification of COUNTY under this Agreement.

(5) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(A) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(B) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(C) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company: (i) loses its Certificate of Authority; or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, RECIPIENT shall, as soon as it has knowledge of any such circumstance, immediately notify

COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as RECIPIENT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, RECIPIENT will be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of RECIPIENT, RECIPIENT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by RECIPIENT and must be maintained in force until the expiration of this Agreement's term. Failure by RECIPIENT to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY will constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY.



The amounts and types of insurance shall conform to the following minimum requirements:

(A) Commercial General Liability.

(i) RECIPIENT's insurance shall cover it for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(ii) The minimum limits to be maintained by RECIPIENT (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(B) Business Auto Policy.

(i) RECIPIENT's insurance shall cover it for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(ii) The minimum limits to be maintained by RECIPIENT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, RECIPIENT shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by RECIPIENT shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(iii) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(C) Workers' Compensation/Employer's Liability.

(i) RECIPIENT's insurance shall cover it for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements.

RECIPIENT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both RECIPIENT and its subcontractors are outlined below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(ii) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(iii) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy will be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(7) Coverage. The insurance provided by RECIPIENT pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials or employees will be excess to and not contributing with the insurance provided by or on behalf of RECIPIENT.

(8) Occurrence Basis. The Commercial General Liability required by this Agreement will be provided on an occurrence rather than a claims-made basis.

(9) Waiver of Subrogation. All policies shall be endorsed to provide a waiver of subrogation in favor of the Seminole County Board of County Commissioners.

Section 5. Billing and Payment.

(a) COUNTY hereby agrees to provide funds up to a maximum sum of THREE HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED NINETY-SEVEN AND 95/100 DOLLARS (\$389,797.95) for facility use fees at Boombah Sports Complex for the January-September 2022 Event Series. Qualified expenditures are reimbursable upon:

(1) Receipt by COUNTY of a Request for Funds Form, attached hereto and incorporated herein by reference as Exhibit B, requesting all or part of the above be paid by COUNTY. Receipt by COUNTY of a list of the participating teams and Economic Impact Report, attached hereto and incorporated by reference as Exhibit C, for the January-September 2022 Event Series. This request by RECIPIENT must only be for the facility use fees specifically provided for herein. Request for Funds Forms will be properly completed and submitted no later than thirty (30) days after the completion of the January-September 2022 Event Series. Failure to comply with this requirement will result in termination of this Agreement and forfeiture of all financial assistance granted to RECIPIENT pursuant to this Agreement.

(2) Verification by the Seminole County Leisure Services Department Director and Tourism Division Manager that RECIPIENT has held the January-September 2022 Event Series for which facility use fees are sought and have complied with the reporting requirements contained hereinafter.


(3) The original payment requests must be sent to:

Seminole County Sports Tourism Manager
3450 East Lake Mary Boulevard
Sanford, Florida 32773

A duplicate payment request must be sent to:
Director, Resource Management Department
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(b) The completed Request for Funds Form will be accompanied by a detailed report of the economic impact on COUNTY resulting from the event funds for which funds have been provided hereunder. This report, attached hereto and incorporated herein as Exhibit C, should include, but not be limited to, the actual number of hotel or motel rooms occupied, economic impact, restaurant meals consumed, and estimated goods and services expenditures.

(c) RECIPIENT is responsible for obtaining documentation from hotels verifying the number of room nights actually utilized at each Seminole County hotel for the January-September 2022 Event Series for each individual event.

(1) RECIPIENT may have  each hotel individually certify the actual number of rooms by having the General Manager complete the Hotel Room Pickup Form, attached to and incorporated by reference in this Agreement as Exhibit D; or

(2) RECIPIENT may submit to COUNTY a Room Night Call Log Verification Form, attached and incorporated by reference as Exhibit E, as an acceptable form of hotel verification. Sports Tourism staff will contact the hotels to verify and confirm the number of hotel rooms reported. If RECIPIENT uses Exhibit E and disputes the total number of verified room nights, RECIPIENT shall use and submit Exhibit D to COUNTY within ten (10) business days of receipt of the hotel tracking monthly report. No payments will be processed until all required documentation has been

submitted. COUNTY reserves the right to reduce the maximum amount of any grant awarded in the event guaranteed room nights, as stated in Exhibits A-1 and A-2, are not satisfied.

(d) Payment of fees shall be contingent upon RECIPIENT's compliance with requirements as stated in Exhibit A-1.

(e) In the event RECIPIENT produces less than the required verified hotel room nights in Seminole County hotels for the January-September 2022 Event Series, then the FIFTEEN AND 00/100 DOLLARS (\$15.00) per room night multiplier will be used to determine the final amount owed for facility use fees.

(f) In the event RECIPIENT produces more than the required verified hotel room nights in Seminole County hotels for the January-September 2022 Event Series, then any surplus of rooms generated in Seminole County that go above the amount needed to cover the actual cost of the facility utilizing the established FIFTEEN AND 00/100 DOLLARS (\$15.00) per room night multiplier can be rolled over and applied as a credit to the next individual event or used to cover a shortfall of a balance owed for a previous event. Any surplus funds generated cannot be applied to future agreements.

(g) RECIPIENT will receive a monthly report from the COUNTY at the end of each month. After the final event has concluded in the 2022 January-September Event Series, Seminole County will provide RECIPIENT with a detailed breakdown of total facility fees paid by the COUNTY and the total number of room nights generated by the RECIPIENT for all events in this series. If RECIPIENT falls short of generating the number of hotel rooms needed to cover the actual cost of the venue rentals for the event series utilizing the FIFTEEN AND 00/100 DOLLARS (\$15.00) room night multiplier, the COUNTY shall send an invoice to RECIPIENT. RECIPIENT shall

reimburse COUNTY within thirty days (30) from the date of receipt of the invoice. Failure to make this payment could result in loss of future events or termination of this Agreement.

Section 6. Reporting Requirements. In the performance of this Agreement, RECIPIENT shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. Each Request for Funds Form will detail costs incurred. As referenced in Exhibit A-1, RECIPIENT shall transmit and certify interim records with each Request for Funds Form submitted to COUNTY. RECIPIENT shall submit a final financial report within ninety (90) days' completion of the January-September 2022 Event Series, or lapse or termination of this Agreement.

Section 7. Non-Reimbursable Expenditures.

(a) Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, feasibility studies, or consulting services, real property, or capital improvements, interest reduction in deficits and loans, prize money, scholarships, awards, plaques or certificates, private entertainment, lodging, food and beverages, and wages, salaries, administrative or travel expenses, other than those appearing, if any, in Exhibit A-1.

(b) The purpose for which Tourist Development Tax grant funds are provided to RECIPIENT must not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder will be expended only for the activities or purposes set forth in Exhibit A-1.

Section 8. Unavailability of Funds. RECIPIENT acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues will or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to RECIPIENT as provided

hereinafter. COUNTY will not be obligated to pay for any services provided or costs incurred by RECIPIENT after RECIPIENT has received notice of termination. In the event there are any unused COUNTY funds, RECIPIENT shall promptly refund those funds to COUNTY or otherwise use the unused funds as COUNTY directs in accordance with Section 125.0104(5), Florida Statutes.

Section 9. Force Majeure. Each party will be excused from liability and performance requirements for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including, but not limited to, government shutdowns, national pandemic or disease that prevents use of the fields or area hotels, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, or any other event similar to those enumerated above.

Section 10. Access to Records. RECIPIENT will allow COUNTY, its duly authorized agent, and the public access to its records as are pertinent to all services provided in this Agreement at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

Section 11. Liaison. RECIPIENT shall submit the original copies of the Request for Funds Forms, and any other required reports or correspondence to the following:

Seminole County Sports Tourism Manager
3450 East Lake Mary Boulevard
Sanford, Florida 32773

Section 12. Notices. Whenever either party desires to give notice unto the other, it will be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County Sports Tourism Manager
3450 East Lake Mary Boulevard
Sanford, Florida 32773

For RECIPIENT:

Jerry Ford, President
Perfect Game USA, Inc.
850 Twixt Town Road NE
Cedar Rapids, Iowa 52402

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement will assign this Agreement, nor any interest arising from this Agreement, without the written consent of the other.

Section 14. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this document and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement, as well as any previous agreements presently in effect between the parties relating to the subject matter of this Agreement.



(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties.

Section 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, RECIPIENT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of those services, including those now in effect and adopted after execution of this Agreement. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to RECIPIENT as provided for in this Agreement.

Section 16. Conflict of Interest.

(a) RECIPIENT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) RECIPIENT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of RECIPIENT to be conducted here and that no such person shall have any interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, RECIPIENT agrees that monies received from COUNTY pursuant to this Agreement must not be used for the purpose of lobbying the Legislature or any other State or Federal agency.



[Signatures and Attestations follow.]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed to this Agreement by each party's respective officers for the purposes expressed in this Agreement on the day and year first above-written.

ATTEST:

PERFECT GAME USA, INC.

JASON GERST, Treasurer

By: _____
JERRY FORD, President

[CORPORATE SEAL]

Date: _____

[Signature page follows.]



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the
Board of County Commissioners at their
_____, 20____ regular
meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A-1 – Project Description and Expenses (Application)
- Exhibit A-2 – 2022 Perfect Game Calendar of Events (January-September)
- Exhibit A-3 – Facility Use Agreement for 2022 (January-September)
- Exhibit B – Request For Funds Form
- Exhibit C – Economic Impact Report
- Exhibit D – Hotel Room Pickup Form
- Exhibit E – Room Night Call Log Verification Form (Optional)

MMH:org
11/18/21

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