



## VENUE AGREEMENT FLORIDA SENIOR GAMES 2020

This contract, once properly executed, will serve as an agreement between the FLORIDA SPORTS FOUNDATION, INC., a Florida non-profit corporation operating as a division of Enterprise Florida, Inc. and doing business at 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301, hereinafter referred to as the "FOUNDATION", and **Richey Racquet**, doing business at 8836 US Highway 19, Port Richey, Florida, 34668, hereinafter referred to as the "VENUE". The terms of this agreement supersede any other agreement, verbal or otherwise, by either party.

It is therefore agreed that the FOUNDATION will utilize the VENUE to host the **Racquetball** portion of the **2020 Florida Senior Games** "Games" to be held December 5-6, 2020. Hours of use will be determined by the number of participants, but the facility will be reserved from 7:30am-7:00pm.

In consideration for use of the VENUE, a facility fee of \$10 per participant will be paid to the VENUE by the FOUNDATION. This amount constitutes all of the charges for which the FOUNDATION will become responsible, unless otherwise agreed upon in writing.

The VENUE will be paid within thirty (30) days following receipt of an **invoice**. The invoice must include a breakdown of the total amount due, if applicable. Invoice shall be sent to [Aford@playinfluida.com](mailto:Aford@playinfluida.com).

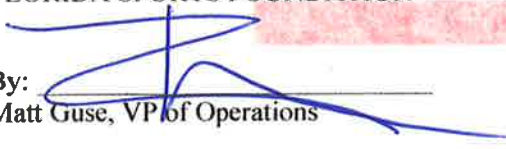
The following constitutes the specifics of the agreement:

1. The FOUNDATION will provide a final list of participants three (3) days prior to the first day of competition.
2. The FOUNDATION reserves the right to sell event-specific merchandise and to provide vendor/sampling opportunities on-site to GAMES sponsors.
3. The VENUE will provide facility management personnel to assist Event Director with competition.
4. This contract may be terminated by the FOUNDATION by giving thirty (30) days written notice to the VENUE. A termination for cause may occur due to (i) VENUE' s willful misconduct or gross negligence; or (ii) VENUE's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; (iii) cancelation of GAMES or (iv) intentional failure to timely produce required deliverables. In the event of termination for cause, FOUNDATION's sole obligation and liability to VENUE, if any, shall be to pay VENUE that portion of the expenses incurred prior to the effective date of termination.

5. The FOUNDATION reserves the rights to hang sponsor signage in the venue, on-site sponsor promotions and sampling.
6. The FOUNDATION agrees to have liability insurance for the event, while the VENUE agrees to have liability insurance for the facility rented.
7. Any amendments to this contract must be agreed upon in writing by both VENUE and FOUNDATION.

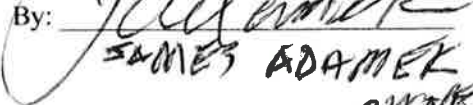
ACCEPTED BY:

FLORIDA SPORTS FOUNDATION

By:   
Matt Guse, VP of Operations

Date: 9-17-20

RICHEY RACQUET

By:   
JAMES ADAMEK  
OWNER

Date: 9/19/20