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HOLY TRINITY
EPISCOPAL ACADEMY

Facility Use Rental Agreement

Holy Trinity Episcopal Academy allows approved groups, organizations, and individuals (hereafter referred to as Users) to occasionally utilize the Tiger Athletic Facility at of the Upper Campus located at 5625 Holy Trinity Drive, Melbourne, Florida, on a request basis. All activities must be lawful and in keeping with the educational mission of the Academy. In all cases, HTEA sponsored programs, academic classes, student activities, and administrative needs take precedent to rental or third-party usage requests.

This Agreement covers the rental use of the track, artificial turf field, and the Shah Athletic Center as identified below. All requests and inquiries must be made through James Phillips or Nick Toohill at 321-723-8323 located at the Pineda Campus, 5625 Holy Trinity Drive, Melbourne, FL 32940

1. HTEA authorizes the following group, organization, or individual use of campus space:

Name of Organization: Florida Sports Foundation
 Address: 101 North Monroe Street, Suite 1000, Tallahassee, FL, 32301
 Organization Primary Contact: Matt Guse
 Business Phone: 850-577-7205 Cell: _____ Email: mguse@playinflorida.com
 Contact # 2: Amanda Ford Phone: 850-577-7202 Cell: 850-559-4798 Email: aford@playinflorida.com

2. Description of campus space being requested:

- | Tiger Athletic Complex Outdoor Facilities | Shah Athletic Center |
|--|---|
| <ul style="list-style-type: none"> • Track • Bleachers • Turf/Field • Practice Field • Overflow Parking | <ul style="list-style-type: none"> • Public Restrooms • Visitor's Locker Room • Official's Changing Room |

*HTEA will provide concessions and staffing for the Concession stand

Requested Date(s) and Event Time(s):

- Friday, December 11, 2020 from 4:00 PM to 9:00 PM (set-up team to arrive at Athletic Complex by 1:30pm to avoid overlap with school carline from 2:30-3:30)
- Saturday, December 12, 2020 from 6:00 AM to 4:00 PM
- Sunday, December 13, 2020 from 6:00 AM to 5:00 PM

Purpose of Reservation: Florida Sports Foundation Senior Games



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3. Rental Terms:

- All organizations must provide at contract time, a certificate of insurance naming Holy Trinity Episcopal Academy as an additional insured with general liability limits of at least \$1,000,000 per occurrence. Evidence of appropriate insurance must be attached to this contract.
- A security deposit of \$500 (\$750 if school technology or strength and conditioning equipment is being used) payable to Holy Trinity Episcopal Academy is to be submitted at the time the facility is booked to secure the date requested. Deposits can be made securely online at <http://htacademy.org/payrentalfee>
- Cancellation of the event will result in loss of the security deposit. The security deposit may be applied to the final rental cost following successful completion of a facility inspection. The security deposit may be retained pursuant to Florida law to pay for repairs to any damage caused by your organization's use of the facility. The User will be responsible for any damage caused beyond the amount of the security deposit as well.
- AV Technical Support/Staff time is charged at \$ 35/hour/person. This rate also applies to any additional staff needed to support the event, and any pre-technical lighting and sound design services.
- Facility Use Fee: \$1500 per day
- Custodial Fees: \$ 500 per day
- Stadium Lights (if requested from 5:01pm-10pm): \$500 per day
- LED Sign on Pineda to advertise event (if requested): \$100 per week
- User will arrange for security for event through Brevard County Sheriff's Department. User will be responsible for costs for BCSO.
- User will arrange for an Emergency Medical Technician (EMT) or ambulance service to be on site throughout the event. User will be responsible for costs for EMT or ambulance service.
- Concessions and parking will be staffed and provided by HTEA with all proceeds going to HTEA.

Guidelines for Use of HT Facilities

- Guests are to enter the facility from the main entrance of the Athletic Complex. ALL food and drinks must be limited to the outside areas or within the concession stand.
- Smoking is not permitted anywhere on campus.
- Consumption of alcohol is strictly forbidden except in designated areas and only upon approval by the President or Chief Financial Officer of the School.
- Supervision of the space rented, and parking area will be the user's responsibility.
- Custodial fee provides for sanitization, cleaning of restrooms and trash removal during and following an event to prepare the space for the next school day. Renters are responsible for leaving the facilities reasonably clean and removing all items brought in for the event. Additional fees will be assigned if above terms are not met.
- Users must obey all CDC, state, and local government requirements, restrictions, and advisories.



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Requirements for Face Coverings:

All visitors to HTEA campus must wear face coverings as follows:

- a. When entering, exiting, or traveling on campus
- b. During restroom, concession stand, locker and locker room use
- c. While inside the Tiger Athletic Complex unless actively engaged in exercise within the Strength and Conditioning room.

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Initials

Guidelines for Usage of Concession Stand:

HTEA will provide concessions and staffing for December 12 and 13th.

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Guidelines for Usage of Strength and Conditioning Room: N/A

Guidelines for Usage of Track:

- a. Users will observe all posted rules and guidelines for use of the track.
- b. User event personnel will be oriented to policies and procedures by the site manager prior to the event.

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Guidelines for Usage of Artificial Turf Field:

- a. Users will observe all posted rules and guidelines for use of the turf field.
- b. User event personnel will be oriented to policies and procedures by the site manager prior to the event.

4. Personal Guaranty

I, **Matt Guse**

_____, hereby personally and unconditionally guarantee punctual payment by the above listed organization as required by this Facilities Rental Agreement. The undersigned guarantor waives diligence, demand for payment, extension of time for payment, notice of acceptance of this guaranty, and indulgences and notice of every kind, and consents to any and all forbearances and extensions of the time for payment or performance under this Agreement and to any and all changes in the terms of this Agreement. Holy Trinity Episcopal Academy may enforce this guaranty without first resorting to or exhausting other remedies provided by the Agreement or the law. Guarantor agrees to pay all reasonable costs and attorneys' fees incurred by Holy Trinity Episcopal Academy in enforcing this guaranty. Guarantor signs this Guaranty in consideration of Holy Trinity Episcopal Academy's willingness to enter into this Agreement with the organization.



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5. Release Waiver of Liability and Indemnity Agreement

Execution of this document waives the right to bring a claim for damages you may incur: **read carefully before signing.**

In consideration of being permitted on the premises of Holy Trinity Episcopal Academy, (hereinafter "HTEA"), and other good and sufficient consideration, the receipt and sufficiency of which is hereby

acknowledged, I, Matt Guse, for my heirs, executors, administrators or assigns and any persons, firms, or corporations in privity with them, and on behalf of any minors identified below, do now by execution of this document:

- a. Hereby release, waive, discharge and covenant not to sue Holy Trinity Episcopal Academy, its officers, trustees, employees or any relatives of employees, or agents (hereinafter "RELEASEES") from any and all liability, actions, claims, damages, costs or expenses, and demands whatsoever, whether in law or equity, which I may have, or which any minor identified below may have, now or in the future, or which my heirs, executors, administrators or assigns hereafter shall or may have arising out of or in any way connected with my presence, or the presence of any minors identified below, on the premises of Holy Trinity Episcopal Academy, for the purpose of using the athletic, recreational, educational, or other areas, facilities, or equipment of HTEA, including, but not limited to injuries to my person or property, including death of the undersigned, before, during or after my use of the athletic, educational, recreational, or other areas, facilities or equipment of HTEA, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, while on the premises of HTEA;
- b. Hereby assume full responsibility for and accept all risk of bodily injury, death or property damage due to the negligence of the releasees or otherwise while I am upon the premises of HTEA, or while using the athletic, educational, recreational, or other areas, facilities, or equipment of HTEA I further accept this risk being aware and now acknowledging that the athletic, educational, recreational and other areas, facilities, or equipment of HTEA, that I may use may be dangerous and involve the risk of serious injury and/or death and/or property damage, and that my participation in physical exercise, weight training, athletics, or any other activity that might be conducted on the premises, could be hazardous to my health or result in my physical injury or death, or injury to my property. I agree to be fully responsible for inspecting all equipment or facilities that I may use and for being aware of the proper way in which the equipment or facilities should be used. I agree that HTEA shall have no responsibility or liability for injuries I may receive due to my failure to properly use or understand the proper use of any equipment or facilities. I am further aware and acknowledge that I should consult with a physician before beginning any type of physical exercise routine or engaging in athletics. I agree to assume all risk while using the equipment or facilities of HTEA, specifically including the track, strength and conditioning room, or other athletic facilities, including those constructed after the date of this agreement on HTEA property.
- c. Hereby agree to indemnify and save and hold harmless the releasees, from and against all liability, actions, claims, damages, costs or expenses, including reasonable attorney's fees, and



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demands whatsoever, whether in law or equity, which I may have, now or in the future, or which my heirs, executors, administrators or assigns hereafter shall or may have arising out of or in any way connected with my presence on the premises of HTEA, or my use of the athletic, educational, recreational, or other areas, facilities, or equipment of HTEA now in existence or that may be constructed, developed, or expanded in the future, including, but not limited to injuries to the person or property, including death of the undersigned, before, during or after my use of the athletic, educational, recreational, or other areas, facilities or equipment of HTEA, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE, while I am upon the premises of HTEA.

- d. Hereby agree to abide by the following rules The use and/or possession of alcohol, illicit drugs, and/or weapons on HTEA property are prohibited. Persons possessing or using the aforementioned items will forfeit their facility use privileges and all deposit therein. HTEA prohibits canines from its facilities apart from canines assisting the disabled, law enforcement, or rescue operations. Facility use is only extended after school hours when students are not present, unless otherwise agreed in advance. Guests may not use the facility when it is in use for school events and practices. Guests are required to wear proper attire to include shirts and shoes. Guest must vacate outdoor facilities during severe weather.

I agree to abide by the Rental Agreement and all stipulations of the contract, fee schedules, and all terms and conditions as described in this form.

I further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the state of Florida, is not unconscionable, is fully enforceable in a court of law and that if any portion thereof is held invalid, it is agreed that the balance of this agreement shall, notwithstanding, continue in full legal force and effect.

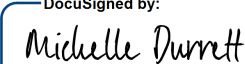
I have read and voluntarily signed this contract, rental agreement, personal guarantee, release, waiver of liability and indemnity agreement and further agree that no oral representations, statements, or inducements not a part of the foregoing written agreement have been made.

DocuSigned by:
User Signature: 
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Date: 10/22/2020

User Printed Name: Matt Guse

User Title: Vice President of Operations

DocuSigned by:
HTEA Signature: 
A110334B772D410...

Date: 10/22/2020

HTEA Printed Name: Michelle Durrett

HTEA Title: CFO