

AGREEMENT

This Agreement is entered into by and between the City of Parkland (City) and Parkland Little League (League), their successors and assigns as follows:

WHEREAS, League wishes to sell sponsor panels on the scoreboards more particularly described on Exhibit A (the Scoreboards) to be located on certain Parkland baseball fields in order to reimburse the City for the costs to be incurred in constructing the Scoreboards; and

WHEREAS, the City is prepared to construct the Scoreboards with the understanding that League will aggressively market advertising in order to reimburse the City for the cost of the Scoreboards;

WHEREAS, it shall be the responsibility of League to sell sponsorships to repay the City for the cost of construction and to pay all costs to maintain the Scoreboards;

Now, therefore be it agreed by and between the parties as follows:

1. The above Whereas clauses are true and correct and made a part hereof.
2. City shall undertake the construction of the Scoreboards and complete said construction on or prior to February 1, 2012. The City shall have complete discretion and control over the design of the Scoreboards and the means, manner, and timing of construction but will advise the League of the expected time of completion. In no event shall the City be liable for any damages as a result in a delay in the construction or completion of the Scoreboards or for any other matters related to the construction of the scoreboard. The Scoreboards shall substantially meet the criteria and shall be erected at the locations as set forth on Exhibit A.
3. Upon completion, City shall certify to the League the cost of construction of the Scoreboards, which cost shall include the cost of design, construction administration, and the actual cost to construct the Scoreboards (which shall include the cost of all equipment and materials). This amount shall be referred to as The Cost. League shall be responsible to reimburse City for The Cost as set forth below.
4. League shall sell sponsorships in the form of sponsor panels (as provided by City on the Scoreboards). League shall aggressively market the sponsorships in order to fully



reimburse the City for The Cost within three years. All revenues from said sponsorships shall be remitted to City **within 30 days of** receipt by the League as set forth below.

5. City shall be solely responsible for placing artwork, which shall be provided by the League, and all necessary advertising on the sponsor panels upon initial sale of the space and for all future replacement sales of the space and the League shall be totally responsible for all costs associated with or in any way related to said activities. A final proof must be signed for by the League prior to final production of the sponsor panel. Any changes to sponsor panel shall be paid for by the League. All agreements with sponsors shall state that the contract is with the sponsor and the League and not the City and the sponsor shall specifically acknowledge that it shall not have any cause of action against the City for any lost profits or any other economic or consequential damages should the Scoreboards be damaged, unuseable, or out of service for any period of time no matter what the cause. Further, the City will not be responsible for visibility issues as relates to the ability to see the sign from any particular location. All signs and scoreboards shall be completely non illuminated by any means, including but not limited to any form of electrical lighting or neon or similar products.
6. All proceeds of any kind from the sale of sponsorships shall be paid directly to the League who shall then pay the City within thirty (30) days of receipt of the funds by the League until such time as The Cost has been paid. League shall certify the proceeds to be derived from the sale of each sponsorship to the City in writing upon each sale of a sponsorship. League shall continue to aggressively market sponsorships throughout the term of this agreement so as to reimburse the City for all costs related to maintenance of the Scoreboards. Maintenance shall include, but not be limited to, all necessary maintenance activities to keep the Scoreboards in good condition and working order, as well as necessary repairs and reconstruction if damaged or destroyed for any reason. League shall be responsible to reimburse City for the Cost within 3 years and all maintenance costs as they arise notwithstanding its failure or inability to sell sponsorships.
7. CITY shall maintain the scoreboards in an attractive, working condition for the life of this agreement but in all respects the City shall have full discretion over the maintenance and



maintenance schedule. The League shall promptly notify the City of any and all damage to the Scoreboards which shall include reconstruction of all or part of the scoreboard upon destruction by a natural event. The City shall repair any such damage in its discretion and on its own schedule and shall charge League for such repair of reconstruction. .At all times, City shall hire qualified and licensed contractors, subcontractors, or workers to undertake any work on the Scoreboards and shall inform the League when any work is being done. The City shall submit to the League a bill for all work completed, including repairs and reconstruction. which will be paid to the City within thirty (30) days All sponsors as well as the copy and design of all graphics to be placed on the Scoreboard shall be presented to the City and City shall have absolute discretion to approve any sponsor, any graphics and any copy. No ads shall be placed on the Scoreboard without such written approval by the City. All contracts with sponsors shall include this condition. Without limiting the City's authority or discretion, no sponsorships for alcoholic beverages, tobacco products, or adult entertainment establishments shall be permitted.

8. League shall have the right to purchase additional electronic controls for the Scoreboards, subject to City approval.
9. This agreement shall expire ten (10) years from the date of execution no sponsor agreements shall extend past said termination date. Provided that the City may terminate this agreement earlier upon 30 days notice if League fails to make any payment as required herein.
10. No waiver or modification of this Contract or any covenant, condition, or limitation, contained in this Contract shall be valid unless in writing, and duly executed by all parties. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Contract or the rights and obligations of the parties unless such waiver or modification is in writing and duly executed. The parties hereto do acknowledge and agree that time is of the essence relative to the performance of any term, condition, or covenant here.
11. This agreement shall be governed by Florida law and venue shall be in Broward County, Florida.



City of Parkland

Caryn Gardner-Young
Caryn Gardner-Young, City Manager

ATTEST:

Sandra Couzzo
Sandra Couzzo, City Clerk

Parkland Little League

Jeanne Peretty
Jeanne Peretty, President

WITNESS:

[Signature]

Cosmo LeMadrone

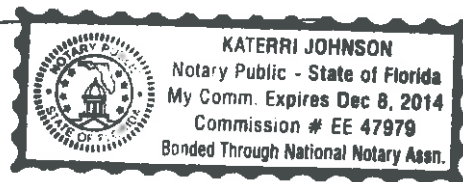
STATE OF FLORIDA

COUNTY OF BROWARD

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} SS. Acknowledgement of City of Parkland
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The foregoing instrument was acknowledged before me this 30 day of November, 2011 by Caryn Gardner-Young and Sandra Couzzo, City Manager and City Clerk respectively, of the CITY OF PARKLAND, on behalf of the CITY, who is personally known to me.

Katerri Johnson
Notary Public - State of Florida
Print Name: _____
Commission No. _____



[Handwritten signature]


My Commission Expires:

STATE OF FLORIDA }
COUNTY OF FLORIDA } SS. Acknowledgement of

The foregoing instrument was acknowledged before me this 30 day of NOVEMBER, 2011 by _____ of _____ on behalf of the Partnership. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Scott Davidoff
Notary Public – State of Florida
Print Name: _____ Commission # DD803039
Commission No. _____ Expires: JULY 02, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires:

APPROVED AS TO FORM AND CONTENT:


Andrew Maurodis, Esq.
City Attorney

