ATTACHMENT "A"

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), made and entered into this _____ day of _____, 20__, between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "**Lessor**"), and _____, a Not-for-Profit corporation (the "**Lessee**"). The Lessor and Lessee are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the Lessor owns and has under its jurisdiction certain real property known as Coral Gables Senior High School, located at 450 Bird Road, Coral Gables ("**School**"); and

WHEREAS, Lessor issued Request for Proposals No. 039-PP10 ("**RFP**") to consider proposals to provide for the renovation and subsequent non-exclusive use of the existing running track at the School (hereinafter the "**Track**") by private, not-for-profit organizations for the operation of recreational programs; and

WHEREAS, Lessee submitted a proposal pursuant to this RFP (hereinafter the "**Proposal**"), and was deemed the successful Proposer pursuant to the RFP; and

WHEREAS, the RFP and Lessee's representations contained in the Proposal are incorporated herein by reference; and

WHEREAS, pursuant to the RFP process, The School Board of Miami-Dade County, Florida has awarded this Agreement in accordance with School Board Action No. _____, at its meeting of _____, 2014.

NOW, THEREFORE, for and in Consideration of the sum of Ten and No/100 Dollars ($10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

DEMISED PREMISES AND PARKING

In exchange for renovation of the Track, in full compliance with the requirements of the RFP and this Agreement, effective with the Commencement Date (as defined below) of this Agreement,

Lessee shall lease from Lessor, on a non-exclusive basis, the Track, as well as portions of the parking facilities at the School as designated by the School Administrator, all as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Demised Premises**"). In addition, Lessee shall have the unrestricted right of ingress and egress across a mutually agreed to portion of the School site necessary for Lessee and its patrons to gain access to the Track from the nearest public right-of-way. No other buildings or portions of the School site may be accessed by Lessee or any of its patrons, or other persons or parties. In addition, the Lessee acknowledges and agrees that: 1) use of the Track shall at no time conflict or interfere with the authorized use of the Track or other athletic fields and amenities at the School by the City of Coral Gables or any other authorized entity or organization, and 2) the Demised Premises shall not include the football field, practice field, baseball and softball fields or any other portion of the School's athletic fields or amenities, and that Lessee is not authorized to utilize such athletic fields or amenities under this Agreement.

III.

TERM

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the "**Effective Date**"). Effective with the Effective Date, Lessee shall have access to the Demised Premises for the sole purpose of construction access and renovation of the Track, as further defined in Article V of this Agreement. As described in the RFP process, the initial term of this Agreement shall be for a period of _____(___) years (the "**Initial Lease Term**"), commencing upon Lessor's issuance of a Certificate of Occupancy, Certificate of Completion, or equivalent for the Track renovations (which document shall be attached hereto and made a part hereof as **Exhibit "B")** as described in Article V of this Agreement (hereinafter referred to as the "**Commencement Date**").

IV.

RENT AND OTHER CONSIDERATION

Unless otherwise proffered by Lessee as "added value" in its Proposal, the annual rental rate shall be One Dollar ($1.00) payable to Lessor on the Commencement Date, and on the anniversary of the Commencement Date each year thereafter.

In addition, in the event Lessee proffered additional consideration in its Proposal as "added value" for use of the Demised Premises, Lessee shall remit to the Lessor the following consideration in accordance with the schedule noted below, as follows:

[Lessor to insert additional consideration proffered by Lessee in its Proposal, if any, with schedule for payment or satisfaction of same, as applicable.]

All rental payments or any other payments due under this Agreement shall be made payable to **Miami-Dade County Public Schools** ("**District**"), and shall be remitted, without demand, to the following location:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Executive Director
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132

V.

CONSTRUCTION ACCESS AND RENOVATION OF TRACK

Effective with the Effective Date of this Agreement, the Lessor does hereby grant to the Lessee, the right and privilege to access the existing Track as well as designated portions of the School, as mutually agreed to by the Parties (hereinafter designated as the "**Construction Area**"), as more particularly described in **Exhibit "C"** attached hereto and made a part hereof, with full right of ingress thereto and egress therefrom, for the specific and limited purpose of renovating the Track, and other activities directly related thereto. All work will be done at the Lessee's sole cost and expense, and access shall be as previously scheduled and coordinated with the School Administrator and assigned District Project Manager to assure that all necessary safety measures are implemented, and the work does not interfere with or disrupt the operations of the School. Neither the Lessee nor its contractors may park their personal vehicles within the Construction Area at any time.

The Lessee acknowledges that Lessee was given the opportunity to conduct on-site due diligence activities during the RFP process relating to the renovation of the Track, with full right to: (a) inspect the Track; (b) conduct site investigations and tests on the Track reasonably necessary for the Lessee to determine the viability of the Track and scope of any and all work necessary to properly and completely renovate the Track, and (c) make site inspections by the Lessee's counsel, licensed engineers, design professionals, and track surface manufacturers ("**Due Diligence Investigations**").

The Lessor and Lessee agree that the Lessee shall renovate, at the Lessee's sole cost and expense, the existing Track. Work shall include, without limitation, the scope of work as substantially depicted in **Exhibit "D"** attached hereto and made a part hereof (collectively, the "**Work**").

The Construction Area, as identified in Exhibit "C", shall only be used by the Lessee for the purpose of renovating the Track and all other activities directly related thereto.

The Lessee agrees that no construction may be undertaken unless the plans are first submitted to and approved in writing by the Lessor, or its designee, which the Lessor may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District design criteria, standards, specifications and safety codes (including, but not limited to the specifications provided in **Exhibit "E"** attached hereto and made a part hereof), the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the Lessor.

All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the Lessee shall provide evidence of same to the Lessor prior to commencement of the Work. The Lessee shall require its contractor(s) to locate and/or identify any existing underground improvements or utilities within the School site that may be affected by the Work and the Lessee shall be responsible for any damage or injury the Lessee causes arising out of or incidental to any portion of the Work within the School site and/or Construction Area. The Lessee's contractors must be pre-qualified by the Lessor, in accordance with District and Lessor Policies, before commencing the Work or any construction activities on the Construction Area or any other portion of the School.

The Lessor's Building department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the Lessor's Building department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Regulations for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the Lessee upon completion of the Work, and evidence of same, satisfactory to the Lessor, shall be provided, all at no cost to the Lessor. All Work shall be limited to those areas designated in the plans, and the Lessee shall have no authority to access any other portions of the School, except as otherwise provided for in this Agreement or as authorized by the Lessor, or its designee, on an as-needed basis.

The Lessee's Work shall conform at all times to the safety criteria established with and approved by the Lessor, or its designee, and shall neither unreasonably disrupt or interfere with

the Lessor's operations at the School. The Lessee and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing, and coordinate on an ongoing basis with the School Administrator and assigned District Project Manager to assure the safety of the Lessor's students, staff, visitors, invitees and the public at all times during the Work. In addition, the Lessee and its contractors shall work closely with the School Administrator to assure the Work does not interfere with or disrupt the operations of the School. The Lessee shall make every reasonable effort to assure that construction related activities to be performed on or at the School are conducted during other than School hours, and the Lessee's activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event the Lessee requires access to the School site for any other reason, the Lessee shall first secure the approval of the School Administrator. Prior to the commencement of the Work, the Lessee shall provide the Lessor, or its designee, with a schedule for the commencement and completion of the Work. If the Lessor, or its designee, requests that the Lessee cease any work at the School due to unreasonable interference or violation of any applicable rules and regulations or the Lessor's criteria, then the Lessee shall immediately discontinue its activities at the School, and shall proceed only after the Lessor, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized the Lessee to continue.

The Lessee shall cause any contractor doing work on the School site to indemnify, defend and hold harmless the Lessor, its employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, the Lessee shall require the Lessee's contractor to provide the following minimum levels of insurance coverage: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Lessee's contractor, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the Lessee's contractor as required by Florida Statutes, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. The Lessee's contractor shall maintain such insurance at all times throughout the term of this Agreement.

As an alternative to Lessee's contractor providing, at its sole cost and expense, the required Builder's Risk Property Insurance, upon mutual agreement of the Parties, the Lessor shall maintain a builder's risk property insurance program on behalf of the Contractor and its Subcontractor. Attached as **Exhibit "F"** hereto and made a part hereof is an outline of the Lessor's Builders Risk Program.

If, as a result of the Lessee's actions in the performance of the Work, or failure to act, portions of the Construction Area and/or School are damaged, in the sole opinion of the Lessor, then the Lessee shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to the Lessee's entry onto the School. The Lessee shall complete the necessary repairs within thirty (30) days of receipt of written notice from the Lessor. In the event that the Lessee is unable to complete the repair work within said thirty (30) day period, the Lessee shall provide the Lessor with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If the Lessee fails to complete the repair work within the prescribed time frame, then the Lessor, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at the Lessee's sole cost and expense. The Lessee covenants and agrees that it shall reimburse the Lessor for this work within thirty (30) days of receipt from the Lessor of an invoice for same, accompanied by such documentation as may be reasonably required by the Lessee to substantiate the nature and completeness of the work. In the alternative, Lessor may instead place the Lessee in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the School caused by the Lessee or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of the Lessor's students, staff and visitors, and requiring immediate repair, as determined by the Lessor at the Lessor's sole discretion, the Lessor may, at the Lessor's sole discretion, complete the necessary repairs, at the Lessee's sole cost and expense.

Prior to the start of any construction activities at the School, and irrespective of the Lessee's estimate of the cost of construction of the improvements, the Lessee shall provide to the Lessor a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the Lessor. The Bond must state on its front page: the name, principal business address, and phone number of the Lessee and its contractor, the surety, and identify The School Board of Miami-Dade County, Florida as the owner of the School and Construction Area. The front page of the Bond shall also contain a description of the project sufficient to identify it, such as a legal description or the street address of the Construction Area being improved, and a general

description of the Work. Such Bond shall be conditioned upon the performance of the construction work by the Lessee and/or its contractor in the time and manner prescribed in the Agreement and the Lessee and/or its contractor promptly making payments to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement. Any claimant may apply to the Lessor for copies of the Agreement and Bond, and shall thereupon be furnished with a certified copy of the Agreement and Bond. The claimant shall have a right of action against the Lessee, its contractor and the surety for the amount due him or her, including unpaid finance charges due under the claimant's contract. Such action shall not involve the Lessor in any expense.

The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

The Lessee shall not permit any liens to be filed or attached to the Construction Area or School for any reason whatsoever, including, but not limited to, as a result of the Work performed by the Lessee pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, the Lessee shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of the Lessee, and the Lessee shall cure said violation(s) within thirty (30) days of receipt thereof, at the Lessee's sole cost and expense. Should the Lessee fail to comply with this requirement, then the Lessor may, by its own effort, cause such lien or other violations to be removed of record and cured. The Lessee shall be liable to the Lessor for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the Lessor.

Within fifteen (15) days of issuance of the Lessor's notice approving the Lessee's plans, the Lessee shall submit the following items to the Lessor:

(a) a construction schedule containing the Lessee's major project milestone time lines, including the proposed start, duration and completion of the Work within the timeframe provided for in this Agreement;

(b) copies of all permits, certificates and other approvals as required in this Agreement for commencement of construction;

(c) a written statement indicating the Lessee's compliance with the provisions of Article V of this Agreement and all other terms and conditions of this Agreement;

(d) a detailed plan, acceptable to the Lessor, or its designee in its sole authority, delineating how the Lessee and/or its contractors will implement all necessary safety measures within and around the Construction Area, as well as any other locations within or around the School, that may be impacted by the Lessee's constructions activities;

(e) evidence of insurance in amounts and types of coverage as required under this Agreement; and

(f) a payment and performance bond as specified in Article V of this Agreement.

It is expressly understood by the Parties that the Lessee shall not commence any of the Work within the Construction Area or at or about the School site until the Lessor, or its designee, has received all of the items listed above and has notified the Lessee, in writing, as to the approved date for the start of the Work.

The Lessee shall complete all Work not later than twelve months (12) months from the Effective Date of this Agreement. The Lessor or designee may, upon written request from the Lessee, extend the deadline for completion of construction by up to six (6) additional months, provided such extension is due to Force Majeure (as defined below). For purposes of this Agreement, an event of "Force Majeure" shall mean strikes, lockouts, acts of God, governmental moratoriums, enemy act, civil commotion, unavoidable fire, or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered. Any time extension granted to the Lessee for initiating and/or completing the Work will be in response to a written request for same from the Lessee, and shall be granted at the sole discretion of the Lessor, or its designee. In no event shall such an extension exceed six (6) months. In order for the Lessor to consider granting an extension of time, the Lessee must demonstrate its inability to commence and/or complete the Work within the prescribed time frame due to Force Majeure. However, if no time extension is granted by the Lessor, and the Lessee fails to meet the specified timeframe, then the Lessor may, at its sole discretion, cancel this Agreement immediately, without penalty. In addition, the Lessor's cancellation of this Agreement shall not relieve the Lessee of its duty to restore and/or repair any damage caused to the Construction Area and/or the School site as a result of the Lessee's actions or failure to act, in accordance with Articles V or XIX of this Agreement.

At the completion of the Work, the Lessee shall secure an inspection of the Track from the Lessor's designee, verifying that the Work has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the

contractor until the Lessor's designee attests to the satisfactory completion of the Work.

The Lessee covenants and agrees that it shall indemnify, hold harmless and defend the Lessor from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by the Lessee within the Construction Area.

All permanent improvements or facilities installed or constructed by the Lessee on the Construction Area or School pursuant to this Agreement shall become the property of the Lessor, without compensation due to the Lessee, at such time as the Lessor accepts installation of same as being final and in compliance with all appropriate regulations.

Lessee shall provide to Lessor all as-built drawings, Warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, at no cost to the Lessor.

Upon completion of the Work, or upon the expiration, discontinuance or abandonment of this Agreement, the Lessee agrees that the Lessee or its contractor shall restore the Construction Area or other portions of the School impacted or affected by the Work, to a condition that is safe and usable, including, without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, and shall assure that the School site is left in as good or better condition that existed prior to the commencement of the Work, all at the sole cost and expense of the Lessee.

VI.

USE OF DEMISED PREMISES

The Demised Premises shall be used solely by the Lessee for the operation of recreational programs and for no other purpose. Lessee shall not permit any adult leagues or unauthorized teams to utilize the Demised Premises, and use shall only consist of those activities by patrons and guests of Lessee conducted as part of Lessee's operation of its recreational programs. If applicable, the Lessee must hold all pertinent occupational licenses and any other business use licenses, certifications and/or approvals required to operate its business in Miami-Dade County and/or the applicable Municipality where its business is based.

The Lessee covenants and agrees to accept the Demised Premises in their "as-is", "where-is" condition and basis with all faults as of the Effective Date of this Agreement, subject to all easements, covenants and other encumbrances or limitations of record. The Lessor makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Demised Premises for renovation of the Track and subsequent use thereof, or for any specific use. The Lessee, by

executing this Agreement, acknowledges that the Lessee had the right during the RFP process, but not the obligation, to conduct due diligence activities related to the Demised Premises, and agrees and acknowledges that the Lessor has made no representations whatsoever regarding the Demised Premises. The Lessee represents that it is relying and will continue to rely solely on its own investigations of the Demised Premises in its decision to use it, and the Lessee further acknowledges and agrees that the Lessor shall not indemnify the Lessee in any way with respect to condition of the Demised Premises, Construction Area or any other portion of the School. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

Lessor shall have exclusive use of the Demised Premises during regular School hours on regular school days. In addition, the Lessor, at its sole option, shall have use of the Demised Premises after regular school hours as required for, but not limited to, practices and home games, special School events and functions, intramural sports, extracurricular athletic activities and summer school (hereinafter collectively referred to as "**Lessor's Period of Use**").

Effective with the Commencement Date, Lessee's use of the Demised Premises shall be non-exclusive, and shall be limited to all times that such facilities are not in use by the District, unless otherwise agreed to by the Lessor and Lessee, as set forth below. Notwithstanding this provision, use by the Lessee shall be no more than Monday through Friday starting fifteen (15) minutes after the end of the official school day, and ending at sunset, as well as two (2) Saturdays per month, during times as mutually agreed to by the School Administrator and Lessee's designated representative. The School Administrator and Lessee's designated representative shall meet subsequent to award of the RFP to the successful Proposer by the Lessor, but prior to the Effective Date of this Agreement, to establish a mutually agreeable schedule for use of the Demised Premises by the Lessee for the first one year period of the Initial Lease Term, within the allowable days and times noted hereinabove (hereinafter referred to as "**Lessee's Period of Use**").

Thereafter, the School Administrator and Lessee's designated representative shall meet prior to the start of each regular school year, or as soon thereafter as possible, to establish the schedule for Lessee's Period of Use for the upcoming school year, within the allowable days and time periods. The Parties understand and agree that Lessee's Period of Use, as mutually developed and agreed to by the School Administrator and Lessee's designated representative, shall be for the particular school year only, and shall be reaffirmed or modified, annually, as provided hereinabove.

Such schedule of use and the exact areas of use may be modified from time to time

throughout the school year by mutual agreement of the Parties, or their duly authorized designees.

Lessee acknowledges and agrees that use of the Demised Premises by the Lessor shall at all times be given priority in determining the schedule of use by the Parties.

Lessee's Period of Use may only be extended, from time to time, if necessary for Lessee to complete a scheduled event. The Demised Premises must be vacated by Lessee within 30 minutes of the end of Lessee's Period of Use.

In the event of a dispute between the Parties of any type or nature, including but not limited to the establishment or implementation of Lessee' Period of Use, the Parties shall resolve same in accordance with Article XXXV (DISPUTE RESOLUTION) of this Agreement. In addition, failure to comply with the schedule of use established by the Parties as provided in this Article VI, or by the Chief Facilities Officer pursuant to Article XXXV, may be deemed a default under the Agreement, entitling the non-defaulting Party to cancel the Agreement, if such default is not cured within the applicable time frames.

The use of the Demised Premises for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. The sale or consumption of alcoholic beverages on the Demised Premises or School site is expressly prohibited. In addition, the Demised Premises may not be used for the storage or long-term parking of vehicles. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the Lessor, City of Coral Gables, Miami-Dade County, State, or Federal government upon the Demised Premises, including School Board Policies.

In addition to the provisions of Article VII, Lessee shall be responsible for any and all costs related to the use and operation of Lessee's recreational activities at the Demised Premises, including reimbursement to the Lessor for any costs borne by Lessor as a result of Lessee's operations (e.g., overtime costs for School site personnel, use of consumable materials, repair or replacement of equipment or recreational facilities damaged by Lessee).

The Parties agree that portions of the Demised Premises shall be closed from time to time to reduce the impact on the running surface or to complete repairs or other maintenance activities. The Parties agree that the method, scope and scheduling of any such closure shall be as mutually agreed to by the Lessor and Lessee, or their respective designees, with the Parties to work cooperatively in this regard.

The Lessee shall provide proper supervision of the Demised Premises and maintain the Demised Premises safe and secure during the Lessee's Period of Use. The Lessee shall secure and lock all perimeter and parking lot gates at the completion of Lessee's Period of Use, as

directed by the School Administrator.

Lessee's use of the Demised Premises shall at no time conflict or interfere with the authorized use of the Track or other athletic fields and amenities at the School by the City of Coral Gables or any other authorized entity or organization.

VII.

MAINTENANCE AND CUSTODIAL SERVICES

In addition to the provisions of Article VI, Lessor shall provide all routine maintenance and repairs of the Demised Premises in compliance with Lessor's standard maintenance schedule and criteria. The Lessor shall pay the cost to maintain, repair, renovate and upgrade the Track, with the Lessee to reimburse the Lessor, on an annual basis, for Lessee's proportionate share of these costs based on Lessee's prorata use of the Track. In addition, the Lessee shall be responsible for payment of all costs required to repair damages to the Track which occur during the Lessee's use thereof. The Lessor shall provide the Lessee, on an annual basis, an invoice and any supporting documentation reasonably requested by the Lessee, showing the Lessor's maintenance costs during the preceding one-year period. The Lessee will be required to pay the invoice within sixty (60) days after receipt of the invoice and back-up information.

Notwithstanding the above, the Lessee shall be responsible for the pick-up and removal of trash and litter generated during Lessee's Period of Use. In addition, Lessee acknowledges and agrees that Lessee must leave the Demised Premises in a clean and functional condition at the end of Lessee's Period of Use on a daily basis.

Any damage or destruction sustained to the Demised Premises, Construction Area or School as a result of the Lessee's actions shall be repaired by the Lessee, in compliance with all applicable codes, standards and criteria then in effect, at the Lessee's sole cost and expense.

VIII.

INSURANCE

The Lessee shall provide the Lessor with insurance certificates which evidence insurance coverages and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of theLessee, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, and (3) Workers' Compensation Insurance for all employees of the

Lessee as required by Florida Statutes. “The School Board of Miami-Dade County, Florida and its members, officers and employees” shall be named as an additional insured on all liability coverages except Workers' Compensation insurance.

IX.

UTILITIES AND OTHER SERVICES

The LESSEE shall be responsible for payment of any and all utilities relating to the operation and use of the Track, if any, including without limitation, electricity, water, sewer, trash collection, solid waste disposal and storm water.

X.

INDEMNIFICATION AND HOLD HARMLESS

The Lessee shall hold harmless and indemnify the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this Agreement (including goods and services provided thereto) by or on behalf of the Lessee, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida, and its members, officers and employees.

In addition, the Lessee agrees, at its own expense, and upon written request by the Lessor, to defend any suit, action or demand brought against the Lessor on any claim or demand arising out of, resulting from or incidental to performance under this Agreement.

The Lessor does hereby agree to indemnify and hold harmless the Lessee, subject to the monetary limitations contained in Florida Statute, Section 768.28, and subject to the provisions in this act whereby the Lessor shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the Lessor arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the Lessor. However, nothing herein shall be deemed to indemnify the Lessee from any liability or claim arising out of the negligent performance or failure of performance of the Lessee or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the, expiration, termination or cancellation of this

Agreement.

Nothing in this Agreement is intended to operate as a waiver of the Lessor's sovereign immunity.

XI.

NO LIABILITY FOR PERSONAL PROPERTY

The Lessee agrees to insure or self-insure its interests in personal property to the extent it deems necessary or appropriate and hereby waives all rights to recovery for loss or damage of such property by any cause whatsoever. The Lessee hereby waives all rights of subrogation under any policy or policies it may carry on property placed or moved on the School and/or Construction Area.

XII.

LIABILITY FOR DAMAGE OR INJURY

The Lessor shall not be liable for any damage or injury which may be sustained by the Lessee or its invitees on or about the Demised Premises, Construction Area or School, other than damage or injury resulting from the negligent performance or failure of performance on the part of the Lessor, its agents, representatives or employees, to the limits of Section 768.28, Florida Statutes. The Lessor shall not be responsible or liable for damages arising from acts of God, or for any loss of business or consequential damages.

XIII.

ASSIGNMENT

LESSEE shall not, at any time during the term of this Agreement, assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, without the Lessor's prior written consent, which may be withheld at the Lessor's sole discretion. Any unauthorized assignment, transfer or otherwise, shall constitute a default under this Agreement, and may result, at the Lessor's sole option, in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XIV.

OPTION TO RENEW

As established by the RFP process, if not in default in performance of the obligations set forth in this Agreement, the Lessee shall have the right to extend the term of this Agreement, under the same terms and conditions set forth herein, for _____ (__) additional terms of one (1) year each from the expiration of the Initial Lease Term, at the sole discretion of the Lessor, and provided the Lessee gives written notice to the Lessor at least six (6) months prior to the expiration of the then current term. Approval of such renewal requests shall not be unreasonably withheld.

[If proffered by the Lessee in its Proposal as "added value", the rental rate for each renewal period shall increase annually based on the percentage increased proffered by the Lessee in its Proposal.]

XV.

CANCELLATION

In addition to the provisions of Articles XVI and XXVII, the Lessee shall have the right to cancel this Agreement at any time after the Commencement Date hereof, without penalty, by giving the Lessor written notice at least thirty (30) days prior to the effective date of said cancellation.

During the Initial Lease Term, Lessor may cancel this Agreement in whole or in part, without cause or penalty, at any time, but only if the portion of the School site housing the Demised Premises is required for a District purpose, as it may be solely determined by the Lessor, by providing ninety (90) days prior written notice to the Lessee. In addition, the Lessor may cancel this Agreement, for cause, in whole or in part, at any time during the Initial Lease Term or any renewal thereof, under any of the following conditions:

(1) if the Lessee is in default of any of the terms and conditions of this Agreement and said default is not cured, as provided for in Article XVI of this Agreement, within the applicable time frame, or

(2) other than damage or destruction caused by Lessee, the Demised Premises is destroyed or damaged by fire, windstorm or other casualty to the extent that the Demised Premises is rendered untenable or unfit for the purposes intended, and Lessor has opted not to repair or replace the Demised Premises as specified in Article XXVII of this Agreement, or

(3) the Lessor sells the portion of the School site housing the Demised Premises.

In addition, the Lessor may immediately cancel the Agreement for cause and without penalty, and without providing the Lessee an opportunity to cure the default, if Lessee (1) fails to comply with the Jessica Lunsford Act, or (2) assigns or sublets its use of the Demised Premises without the Lessor's prior written consent, which may be withheld at the Lessor's sole discretion.

In the event of cancellation by either Party, Lessee shall surrender and vacate the Demised Premises in compliance with Article XIX of this Agreement.

XVI.

DEFAULT

The Lessor shall notify the Lessee in writing regarding the Lessee's failure to perform or to comply with the terms and condition of this Agreement. If the Lessee fails to cure the default within thirty (30) days after receiving written notice or does not provide the Lessor with a written response

indicating the status of the Lessee's curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the Lessor shall have the right to immediately terminate this Agreement, without penalty.

The Lessee shall notify the Lessor in writing regarding the Lessor's failure to perform or to comply with the terms and conditions of this Agreement. If the Lessor fails to cure the default within thirty (30) days after receiving written notice or does not provide the Lessee with a written response indicating the status of the Lessor's curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the Lessee shall have the right to immediately terminate this Agreement, without penalty.

XVII.

LESSOR'S RIGHTS RESERVED

During the term of this Agreement, the Lessor reserves the right to use the Construction Area for any lawful purpose, provided such use does not prevent or interfere with the Lessee's renovation of the Track. In addition, the Parties agree that prior to commencement of the Work, the Lessor may continue to use and occupy the Construction Area.

XVIII.

TAXES AND REGULATORY COMPLIANCE

The Lessee shall be responsible for payment of any taxes, fees or other assessments, including but not limited to sales tax, which may be imposed on the Demised Premises, Construction Area and/or School, as a result of the Lessee's renovation of the Track or the subsequent use of the Demised Premises.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the Lessee's renovation of the Track or subsequent use of the Demised Premises, the Lessee acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at the Lessee's sole cost and expense. Non-compliance shall be deemed a material breach of this Agreement.

XIX.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the Lessee agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the Demised Premises to the Lessor in good

order and repair and in as good or better condition as existed on the Commencement Date of this Agreement. The Lessee shall be required to promptly remove all of Lessee's personal property and other items belonging to Lessee from the Demised Premises, including any signage installed by Lessee. In addition, Lessee shall be required, at Lessor's sole option, to remove any improvements or facilities constructed or installed by Lessee, and to restore the Demised Premises to the same condition as existed before the Commencement Date of this Agreement. In the event Lessor elects to retain any or all of said improvements constructed by Lessee, Lessee agrees to convey title to the improvements to Lessor, without compensation due Lessee. Lessee shall promptly return all keys and other items belonging to Lessor and shall coordinate with the Lessor to ensure a proper and timely surrender of the Demised Premises. Any of Lessee's personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XX.

AMENDMENTS

The Lessor and Lessee, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by the Lessor and Lessee and shall be incorporated as part of this Agreement.

XXI.

NON-DISCRIMINATION

The Lessor and Lessee agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, or as otherwise provided by law, in the use of the Demised Premises or renovation of the Track. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the Demised Premises or renovation of the Track by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXII.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXIII.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of

Florida, and the venue for any disputes shall be Miami-Dade County, Florida.

XXIV.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXV.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the Lessor and Lessee. The failure of any party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVI.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to the Lessor:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Deputy Facilities and Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760

E-mail: arijo@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

In the case of notice or communication to the Lessee:

_____
_____
_____
Attn: _____
Phone: _____
Fax: _____
E-mail: _____

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Lessor to grant or deny any and all approvals required under this Agreement dealing with modifying periods or areas of use, placing the Lessee in default, identifying and establishing the Construction Area, confirmation of the Commencement Date and reviewing and approving all matters relating to the Lessee's renovation of the Track, or future construction of additional recreational facilities within the Demises Premises, if any. The Superintendent of Schools shall also be the party designated by the Lessor to grant or deny any other approvals required by this Agreement including the extension, renewal, cancellation and/or termination of this Agreement as provided herein.

D. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "**Day**" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the Lessor and counsel for the Lessee may deliver Notice on behalf of the Lessor and Lessee, respectively. Any party or other person to whom Notices are to be sent

or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXVII.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the Lessee, in the event the Demised Premises, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty, to the extent that some or all of the facilities are rendered untenantable or unfit for the purposes intended, Lessor may, at Lessor's sole option, either cancel this Agreement by giving written notice to the Lessee, or repair or replace the damaged/destroyed facilities, at Lessor's expense. If Lessor opts to repair or replace the damaged/destroyed facilities, then Lessor shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then Lessee may, at its sole option, place the Lessor in default. The Board shall not be liable for any loss of business, consequential damages or any other damages arising from acts of God.

The Lessor and Lessee agree that in the event of cancellation of the Agreement due to damage or destruction, the Lessee shall surrender the Demised Premises to the Lessor in compliance with Article XIX of the Agreement.

Any damage or destruction sustained to the Demised Premises, Construction Area or School as a result of the Lessee's actions shall be repaired by the Lessee, in compliance with all applicable codes, standards and criteria then in effect, at the Lessee's sole cost and expense.

XXVIII.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental,

quasi-public authority and applicable Lessor of insurance underwriters related to environmental conditions on, under, or about the Demised Premises, Construction Area and School, or arising from the Lessee's renovation of the Track and/or use or occupancy of the Demised Premises or School, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Demised Premises, Construction Area or School. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term of this Agreement, at or from the Demised Premises, Construction Area or School (unless caused solely by the Lessor), or that arises at any time from the Lessee's renovation of the Track or the Lessee's use or occupancy of the Demised Premises or School.

The Lessee shall not cause or permit to occur: (a) any violation of any Environmental Law in the Demised Premises, Construction Area or School or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Demised Premises, Construction Area or School, or the transportation to or from the Demised Premises, Construction Area or School of any Hazardous Substance.

The Lessee shall, at the Lessee's expense, comply with all applicable Environmental Laws with respect to the Demised Premises, Construction Area and School, and renovation of the Track. The Lessee shall, at the Lessee's own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the renovation of the Track and/or use of the Demised Premises and School during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the Lessee, then the Lessee shall, at the Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The Lessee shall promptly notify the Lessor of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the School, Demised Premises or Construction Area, and shall promptly provide the Lessor with all information reasonably requested by the Lessor regarding the Lessee's use, generation, storage, transportation or disposal of Hazardous Substances in or at the Demised Premises, Construction Area or School.

The Lessee shall indemnify the Lessor against any Hazardous Substances Discharge demonstrated to have been caused by the Lessee. The obligations and liability of the Lessee

under Article XXVIII shall survive the expiration, cancellation or early termination of this Agreement.

XXIX.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Lessee shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, School Board Policies, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as the same may be further amended and to the extent required by applicable law.

XXX.

SUBORDINATION

This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the School and the rights of the Lessor under those leases, and to all financing that may now or hereafter affect the leases or the School, or any portion thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the Lessee shall execute, within thirty (30) calendar days of request, any certificate that the Lessor may request.

XXXI.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 199, Florida Statutes. The Lessee understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention.

The Lessee acknowledges and accepts the authority of the Lessor to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the Lessee's records, its legal representatives' and contractors' records and the obligation of the Lessee to retain and to make those records available upon request, and in accordance with all applicable laws. The Lessee shall keep records to show its compliance with this Agreement. In addition, the Lessee's contractors and subcontractors must make available, upon the Lessor's request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Lessee, its contractors and sub-contractors shall (a) retain all records for five (5) years after the completion of the Work; and (b) the Lessee shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement.

The Lessee shall incorporate this provision into every contract that it enters into relating to the Demised Premises, Construction Area or the School.

XXXII.

INTELLECTUAL PROPERTY RIGHTS

The Lessee shall indemnify and hold harmless the Lessor from and against all liability of any nature or kind, including damages, costs and expenses (including reasonable attorney's fees and costs at the trial level and through all appeals) for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Agreement. If the Lessee uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exceptions that the Lessee shall be liable for all royalties or costs arising from the use of such design, device or materials in any way involved in the activities contemplated by this Agreement.

XXXIII.

LESSEE'S REPRESENTATIONS

The Lessee is a tax-exempt, not-for-profit organization pursuant to Section 501(c)(3) of the Internal Revenue Code and it is duly organized, validly existing, and in good standing under the laws of the State of Florida and is duly qualified to transact business in the State of Florida. The Lessee's corporate status shall remain active and in good standing throughout the term of this Agreement. In addition, the Lessee's 501(c)(3) status shall also remain active and unchanged throughout the term of this Agreement. The Lessee has full power to execute, deliver, and perform its obligations under this Agreement.

Lessee will on an annual basis, or more often if required by the Lessor, or its designee, provide the following to the Lessor: 1) documentation, acceptable to Lessor, evidencing that Lessee is a tax-exempt, not-for-profit organization pursuant to Section 501(c)(3) of the Internal Revenue Code, and that the organization is active and authorized to do business in the State of Florida, and 2) if the Lessee is a corporation or other corporate entity, submittal of documentation, acceptable to Lessor, evidencing that the corporation is active and authorized to do business in the State of Florida.

The execution and delivery of this Agreement, and the performance by the Lessee of its obligations under this Agreement, have been duly authorized by all necessary action of the Lessee, and do not contravene or conflict with any provisions of the Lessee's Articles of Incorporation and By-Laws, or any other agreement binding on the Lessee.

The individual(s) executing this Agreement on behalf of the Lessee has/have full authority

to do so.

XXXIV.

MISCELLANEOUS PROVISIONS

A. EMINENT DOMAIN: If the Demised Premises, Construction Area or any part of the School is taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The Lessee will have no interest in the award made to the Lessor.

B. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

C. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

D. WAIVER OF TRIAL BY JURY: The Parties waive trial by jury in any action, proceeding or counterclaim brought by either Party against the other with respect to any matter arising under this Agreement or the Lessee's renovation of the Track or use of the Demised Premises.

E. BROKERS: The Lessee represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of the Lessee ("**Indemnitor**"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the Lessor ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

F. PROMOTION: The Lessee shall not be permitted to use the Demised Premises, Construction Area or School for any type of promotion or advertising of any nature whatsoever.

G. PUBLICATIONS: Any publication or literature issued by Lessee announcing its recreational program at the Demised Premises shall be approved by the Lessee, or its designee, prior to issuance or publication of same.

H. USE APPROVALS: If applicable, the Lessee must hold all pertinent occupational licenses and any other business use licenses, certifications and/or approvals required to operate its business in Miami-Dade County and/or the applicable Municipality where its business is based.

I. COUNTERPARTS: This Agreement may be signed in any number of counterparts, each of which constitutes the Agreement of the Parties and each of which will be treated as an original.

XXXV.

DISPUTE RESOLUTION

In the event of a dispute between the Parties of any type or nature, including but not limited to the establishment or implementation of a schedule of use, the School Administrator and Lessee's designated representative shall meet, upon request of either party, to review and resolve the issue or dispute, which resolution may include, without limitation, establishing a new schedule of use for that school year. In the event the School Administrator and Lessee's designated representative cannot reach agreement on a particular issue, the matter will be brought before the Lessor's Chief Facilities Officer, or designee, who shall review the matter and make a determination, which determination shall be final and binding.

Failure to comply with the determination reached by the Chief Facilities Officer, as provided above, may be deemed a default under the Agreement, entitling the non-defaulting Party to cancel the Agreement, if such default is not cured within the applicable time frames.

XXXVI.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto or to be attached pursuant to this Agreement, the RFP and related documentation, and all representations contained in Lessee's Proposal constitute the entire agreement between the Parties and supersedes all previous negotiations, and it may be modified only by a written amendment mutually agreed to by the Parties. In the event of a conflict between this Agreement, the RFP, and Lessee's Proposal, the order of precedence shall be: this Agreement; the RFP; Lessee's Proposal.

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IN WITNESS WHEREOF, the Lessor and Lessee have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

LESSEE:
_____

By:_____
Name:_____
Title:_____
Date: _____

LESSOR:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By:_____
Alberto M. Carvalho
Superintendent of Schools
Date: _____

TO THE LESSOR: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
School Board Attorney

Exhibit “A”

Demised Premises

Exhibit “B”

Copy of Certificate of Occupancy/Completion for Track Renovations

Exhibit “C”

Construction Area

Exhibit “D”

Scope of Work

Exhibit “E”

District Specifications

Proposers must comply with all applicable sections of the Miami-Dade County Public Schools criteria and standards, including, but not limited to, the specifications included in Section 02545 (Hard Court/Running Track Construction) and Section 02865 (Running Track Surface), both attached hereto.

All other District specifications may be found on the District website as follows:

http://facilities.dadeschools.net/2004-MasterSpec.asp

SECTION 02545

HARD COURT/RUNNING TRACK CONSTRUCTION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Tennis courts, basketball/volleyball courts, and running tracks.

B. Related Sections:

1. 02200 - Earthwork.
2. 02511 - Asphaltic Concrete Paving.
3. 02865 - Running Track Surface.

1.02 REFERENCE STANDARDS

A. Miami-Dade County Public Works Manual (M-DCPW).

B. American Association of State Highway Transportation Officials (AASHTO) Standard:

1. T-180 Moisture-Density Relations of Soils Using a 10 lb. Rammer and an 18 inch drop.
2. T-181 In-Place Density of Compacted Base Course Containing Large Sizes of Coarse Aggregates.

C. Florida Department of Transportation (FDOT), latest edition, Standard Specifications for Road and Bridge Construction.

D. National Federation of State High School Associations (NFSSA).

1.03 SUBMITTALS:

A. Submit the following for review before starting work:

1. Properly identified manufacturer's product data, material specifications, with names and catalog numbers of each product, surface preparation, mixing, and application directions.
2. Manufacturer's standard color chips and net material for review and selection.

1.04 QUALITY ASSURANCE

A. Mixing plant shall comply with State of Florida DOT

Standards.

B. Obtain materials from the same source throughout.

C. Tennis court and running track construction will be limited to firms regularly engaged in tennis court and running track court construction for a minimum of 5 years.

D. Testing: The following tests shall be made by a testing laboratory contracted by the Board.

1. Limerock: Provide 1 test from each source of limerock, showing compliance with Section 51 of the M-DCPW Specifications.
2. Limerock Base: Provide 1 laboratory maximum density and optimum moisture test for each source of material used according to AASHTO T-180. Provide 2 field density tests per 3,500 square feet or fraction thereof on each course for each day of final compaction operation. Test according to AASHTO T-181.

E. If the A/E suspects deficiencies in materials or construction, core samples will be cut and tested by the approved laboratory. Evidence of non-compliance will result in rejection of work. Cost of such testing will be borne by the Board only if tests indicate compliance with the specifications.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to site in manufacturer=s original sealed containers with proper labels attached.

B. Store materials according to manufacturer=s instructions. Protect from extremes of weather, temperature, moisture, and other damage.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Surfacing System for Tennis Courts:

1. Decoralt by Monsey Products Company.
2. Laykold System by Advanced Polymer Technology, Harmony, PA.
3. Plexipave by California Products Company, Cambridge, MA.

B. Acrylic Line Paint:

1. California Products Corporation.
2. Nova Acrylic.
3. Truflex Recreational Coatings.
4. Martin Resurfacing.

C. Surfacing System for Running Track: See Section 02865 - Running Track Surface.

2.02 MATERIALS

A. Sub-grade: Stabilized sub-grade according to requirements of Earthwork - Section 02200. For work on Public Right-of-Way Sections 30 and 33 of M-DCPW specifications shall apply.

B. Base Course: 6 inch thick limerock base course according to Section 51 of M-DCPW.

C. Prime and Tack Coats for Base Courses: RC-1, MC-0 or MC-1 according to requirements of Section 100, "Prime and Tack Coat for Base Courses", M-DCPW.

D. Asphaltic Concrete and Leveling Course: 1-1/2" thick Type 1 asphaltic concrete design mix according to Section 133 of M-DCPW.

E. Concrete Curbs at Track:

1. 6 inches wide x 12 inches deep.
2. Inner Track Edge: Top of curb to equal top of asphalt.
3. Outer Track Edge: Top of curb to equal top of safety surface.
4. Comply with Section 02529 and NFSSA.
5. Provide drainage from asphalt surfaces.

F. Accessories:

1. Tennis Courts:

a. Posts: 3 inch square steel with 3/16" wall thickness, green vinyl coated, internal cable winding mechanism with geared winding devices and removable brass handle.
b. Nets: Tapered braided nylon or polyethylene (48 thread) 42 feet long with nylon impregnated top binding attached with 2 double rows of stitching and maple dowels.

2. Volleyball:

a. Posts: 1-7/8" galvanized, 1" eyehook.
b. Nets: 32 feet x 3 feet (6 pounds) made of No.24 thread rubber-coated, black nylon, 4 inch square mesh. Headband shall be 2 inch white vinyl-coated nylon, same as ropes and tapes. Steel top cable.

3. Basketball Standards:

a. Wind loading design shall comply with American Society of Civil Engineers (ASCE) 7-98.

1) Provide calculations and connection details, signed and sealed by a Florida registered professional engineer, establishing wind velocity pressure values for the specific project according to ASCE 7-98 based on a wind speed of 146 mph, exposure category "C", and a wind load importance factor of 1.15.

b. Precast Concrete: Basketball standard with epoxy coated reinforcing steel and fan cast aluminum backboard by Wausau Tile, Inc., Form Products Division, Wausau, WI.

4. Pole Safety Padding:

a. Weather resistant reinforced vinyl padding, 6 foot length with velcro fasteners for 4 to 6 inch diameter poles:

1) Model 6P-605 by AK Athletic Equipment, Inc., Columbus, Ohio.
2) Model 187-000 by Porter Athletic Equipment Co., Broadview, Illinois.

5. Infield Track:

a. Jump boards at runways according to NFSSA.
b. Two pole vault pits.

PART 3 EXECUTION

3.01 INSPECTION

A. Do not proceed with the work of this section until

conditions detrimental to the proper and timely completion of the work have been corrected in an acceptable manner.

3.02 ENVIRONMENTAL CONDITIONS

A. Temperature: A minimum of 50 degrees F. and rising.

B. Weather: Clear with no precipitation during application.

3.03 INSTALLATION

A. Perform work under provisions of State of Florida Department of Transportation - Standard Specifications for Road and Bridge Construction.

B. Subgrade: 12 inch stabilized sub-grade according to Section 02220 of M-DCPW with slopes as specified.

C. Base Course: 6 inch thick limerock base course shall not vary more than 1/4" in 10 feet when measured in any direction as indicated on Construction Documents.

D. Prime Coat:

1. After base course has completely cured and is dry, remove loose material, dust, dirt, and foreign material capable of preventing bonding of prime coat.
2. Prime Coat: Apply prime coat at rate of not less than 0.10 gallons per square yard.

E. Tack Coat:

1. If the primed base has become dirty and cannot be cleaned, or in areas where prime coat has cured and lost bonding ability, or if required by A/E apply a tack coat at rate of 0.05 to 0.15 gallons per square yard if at no additional cost to the Board.
~~1.~~2. When weather conditions delay installation of wearing surface, seal the surface with emulsified asphalt at the rate of two (2) gallons per 10 square yards.

F. Asphaltic Concrete:

1. According to final required slope, pitch and grade with no variations greater than 1/8" in 10 feet in any direction. Roll surface free of any roller marks, ridges, and repair voids.
2. After final rolling, protect newly placed material from traffic by barricades or other suitable methods until it has hardened, and in no case less than 6

hours.

3. Allow 30 day curing period for new asphalt before applying any coatings.
4. Flood courts with water and allow to drain. Mark "bird bath" areas holding water with chalk. Broom water from these areas and allow to dry before patching. Patch with Asphalt Resurfacer by Laykold, or accepted equivalent, according to manufacturer's directions.
5. After completion of patching, carefully inspect filler coating for ridges, holes, loose or foreign particles, and correct defects before applying 1 coat of Asphalt Resurfacer to entire surface.

G. Running Tracks:

1. Lay asphaltic concrete pavement with 12 inch stabilized subgrade, base course, and asphaltic concrete surface course in the running track according to NFSSA standards and as specified, with 1 percent slope down to inside and with concrete curbs. Slope in running direction shall not exceed 1/10 of 1 percent.

2. Verify accuracy of the following with laser leveling or other system accepted by the Board:

   a. Limerock base before asphalt is applied.
   b. Asphalt base.
   c. Concrete curbs.

3. Surface inspection:

   a. Asphalt base shall be inspected for conformity to slopes as indicated on construction drawings.
   b. The surface shall not deviate more than 1/4" in 10 feet when checked with a straight edge in all directions.

4. Running Track Surface: See Section 02865.

H. Hardcourts:

1. Lay asphaltic concrete pavement with 12 inch stabilized subgrade, base course, and asphaltic concrete surface course as specified and slope at 1 inch in 10 feet in one plane from side to side, end to end, or corner to corner. Slope, as indicated on Construction Documents, shall not vary more than 1/2" in 10 feet.

2. Basketball/Volleyball Paint Lines:

   a. Over Asphalt Resurfacer, lay out yellow basketball lines over white volleyball lines as indicated on Construction Documents.
   b. Apply 2 coats of specified paint lines 2 inches wide by brush using templates or masking tape, without splatters and irregularities.

3. Tennis Courts:

   a. Over Asphalt Resurfacer, apply 2 coats minimum of Colorcoat Concentrate by Laykold or accepted equivalent according to manufacturer's directions with a rubber squeegee to achieve a uniform appearance free of ridges and tool marks.
   b. After color coating is cured, lay out white lines complying with U.S. Tennis Association specifications and apply 2 coats of specified paint lines 2 inches wide by brush using templates, without splatters.

4. Allow curing for a minimum of 72 hours, after line painting, before use.

3.04 CLEANING

A. Upon completion of the work remove all containers, surplus materials, and debris and dispose off site.

B. Clean spills and overruns.

C. Leave site in a clean and orderly condition acceptable to the Board.

END OF SECTION

SECTION 02865

RUNNING TRACK SURFACE

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: A rubber granular mat system with polyurethane binders over concrete or asphalt.

B. Related Sections:

1. 02545 - Hard Court/Running Track Construction.
2. 03300 - Cast-In-Place Concrete.

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. D412-97 Test Method for Tensile and Elongation.
2. G53-84 Test Method for Accelerated Weathering.
3. E501-94(00) Standard Specification for Standard Rib Tire for Pavement Skid-Resistance Tests.

1.03 SUBMITTALS

A. Shop Drawings: Concrete/asphalt and subgrade requirements.

B. Product Data: Manufacturers specifications and printed installation and maintenance instructions.

C. Samples: One 4 inch by 4 inch sample of track surface with samples of available colors (except black) for selection.

D. Certification that materials delivered to site comply with specifications and are approved by the manufacturer for use as a track binder.

1.04 QUALITY ASSURANCE

A. United States Tennis Courts and Track Builders Association (USTC&TBA) guidelines.

B. Pre-installation Conference: Track surface manufacturer=s representative shall give written or pictorial documents indicating installation requirements.

C. Coordinate with equipment installer the location and type of attachments required to install equipment.

D. Manufacturer=s Representative: The manufacturer of the track surface system shall provide a technical representative, that does not represent the track builder, to participate in the acceptance of the asphalt base before the application of the track surface and to observe the installation work. The approval of a particular manufacturer=s system shall be contingent on this requirement being met.

E. Track Surface Contractors/Installers.

1. The installer must show proof of having installed a minimum of 50, paved in place, polyurethane base mat surface track systems over the last 5 years.
2. The installer shall provide test results for the polyurethane surface running track systems, from an independent testing laboratory, showing compliance with the ASTM specifications listed.
3. The installing company shall provide proof of being in business under the same name for the past 5 years.
4. The installer shall provide proof of being a member in good standing of the USTC & TBA under the same name for a period of 5 years.
5. The installer must have a Certified Track Builder (CTB) on staff as a full time employee of the company and must provide proof of certification.
6. The installer shall provide documentation of having a minimum "A" rating as established by their bonding company.
7. Show proof that installer=s Base Mat (polyurethane binder/rubber) Structural Spray (Polyurethane/EPDM Rubber) System, as specified, meets the requirements of the IAAF Suitability Test for Synthetic Surfaced Athletic Tracks. Proof shall consist of test results from an independent testing laboratory indicating that the system submitted by the installer has passed all parts of the test.
8. The installer=s CTB shall be on site at the beginning of the installation of the asphaltic pavement, for the running track, for a period of two days.

F. Track Dimension Determination.

1. The measure line is a theoretical line used to determine the distance of the track. It is located 30 centimeters from the inner painted line of the inner lane.

   a. The distance between the track side of the inside

curb and the measure line shall not be less than 16 inches.

b. The distance between the track side of the outside curb and the lane line shall not be less than 4 inches.

1.05 WARRANTY

A. Manufacturer=s minimum 5 year written warranty of track surface to be free from defects in materials and installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Track Surface:

1. Ruff House CIP by Advanced Polymer Technology Corp., Smithtown, NY.
2. Plexitrac by California Products, Cambridge, MA.
3. Fast Track by Child Safe Products, Amityville, NY.
4. Safe Guard by Safe Guard Surfacing, St.James, NY.
5. Eurotan WS by Southwest Recreational Industries, Leander, TX.
6. Vitriturf by Vitricon, Hauppauge, NY.

2.02 MATERIALS

A. Track Surface:

1. Surfacing shall be 1 to 3mm rubber granules, free of dust and extraneous fiber, metal, and similar substances, and meeting the following gradation:

Mesh	M.M.	Percent Retained
5	4.00	0.0
6	3.36	3.0
10	2.00	50.0
18	1.00	97.0

a. Other sieve sizes may be used to achieve a different surface texture at the discretion of the owner.

b. Rubber supply can vary.

2. Comply with USTC & TBA guidelines for measuring track surface depth.
3. Void Volume: 27 percent maximum.

4. Baselayer: 1/2" minimum thickness, recycled or black styrene-butadiene rubber (SBR) rubber granules with polyurethane binder.
5. Structural Spray/UV Protection: Sprayed pigmented urethane with matching color EPDM rubber granules. Color, red or green, as specified by A/E.
6. Provide water permeable composition.

PART 3 EXECUTION

3.01 INSPECTION

A. Do not proceed with the work of this section until conditions detrimental to the proper and timely completion of the work have been corrected in an acceptable manner.

B. Asphalt Base:

1. Before application of track surface, asphalt base shall be inspected for conformity to slopes as indicated on construction drawings.
2. The surface shall not deviate more than 1/4" in 10 feet when checked with a straight edge in all directions.
3. The asphalt base shall be allowed to cure for at least 2 weeks before the track surface is applied.

C. Perform tensile and thickness testing before lane marking.

3.02 ENVIRONMENTAL CONDITIONS

A. Temperature: A minimum of 50 degrees F. and rising.

B. Weather: Clear with no precipitation during application.

3.03 INSTALLATION

A. Follow manufacturer's printed installation instructions and recommendations.

B. Apply track surface over asphalt, to inside perimeter of concrete curbs, as specified in Section 02865, according to manufacturer=s guidelines.

1. Lay out white lane markings as indicated on Construction Documents:
2. Apply 2 coats of specified paint lines 2 inches wide by brush using templates or masking tape, without splatters and irregularities.

C. Place topsoil and sod to required finish grade elevations.

3.04 CLEANING

A. Upon completion of the work remove all containers, surplus materials, and debris and dispose off site.

B. Remove surplus materials from site. Remove soil, mud, and other foreign matter from track surface.

C. Clean spills and overruns.

D. Leave site in a clean and orderly condition acceptable to the Board.

3.05 PROTECTION

A. Protect track surface from damage until substantial completion, especially from petroleum-based products.

B. Provide a 10 foot wide removable protective mat to be used by maintenance vehicles for crossing the track to the infield without damaging the track surface.

C. Provide a list of herbicides to suppress weed growth adjacent to the track without damaging the track surface.

3.06 FIELD QUALITY CONTROL

A. Site Tests:

1. The track installer shall provide a minimum of 30 test samples in the course of laying down the track surface.
2. Each sample shall be 10 inches square, laid on a 1/2" plywood base adjacent to the track at roughly equal intervals around the perimeter of the track.

B. Inspection:

1. The track installer shall perform at least one evaluation of the track each year with a representative of the Board to determine the need for preventive maintenance action within the warranty requirements.

END OF SECTION

Exhibit “F”

Lessor’s Builders Risk Program

Lessor to Maintain Property Insurance Program: Except as otherwise provided, the Lessor shall maintain a property insurance program on behalf of the Contractor and its Subcontractor.

Commencement of the Lessor Property Insurance Program The Lessor Property Insurance Program shall commence with respect to the Work at the later of the date Notice to Proceed is received by Contractor under this Contract or commencement of work at the construction jobsite of the Project as described in this Contract.

Termination of Lessor Property Insurance Program Coverage under the Lessor Property Insurance Program for the Contractor and its Subcontractors shall terminate at the earliest of:

.1 With respect to any completed portion of the Work, if, the Lessor elects to occupy and/or use such completed portion of the Work prior to Substantial Completion, the date the Lessor first occupies or uses such completed portion of the Work; or

.2 the date of Substantial Completion as certified by the A/E or

.3 if work by the Contractor is permanently abandoned or terminated prior to Substantial Completion, at the time such work is permanently abandoned or terminated; or

.4 termination of this Contract by the Lessor.

Lessor's Right to Terminate, Modify or Replace The Lessor reserves the right to terminate in whole or in part or modify through the selection of different perils, terms, deductibles, whole or partial self-insurance or otherwise modify the Lessor Commercial Insurance. In the event of termination or modification (whether initiated by the Lessor or its insurers), the Lessor will assume the responsibility for that portion of any loss suffered by the Contractor or its Subcontractors which would have been covered by the Lessor Commercial Insurance.

Lessor Property Insurance Program Subject to Limitations The providing of the Lessor Property Insurance Program shall not constitute any representation by the Lessor with respect to the adequacy of the insurance to protect the Contractor or its Subcontractors against property insurance type losses. The Lessor emphasizes that the coverages in the Lessor Property Insurance Program are limited in scope and do not necessarily include all insurance coverages, either desirable or normally maintained by the Contractors or Subcontractors. Except as otherwise specifically provided in the Contract, the providing of the Lessor Property Insurance Program shall not be construed to be a limitation on the nature or extent of the Contractor's or its Subcontractors' obligations under this Contract nor to relieve the Contractor or its Subcontractors of any such obligations.

Review of Policies by Contractor Upon their request, the Contractor and its Subcontractors may, at the offices of the Lessor during the regular business hours of such offices, review and obtain copies of the Lessor Commercial Insurance.

Initial Notice of Claim under Lessor Property Insurance Program In addition to, and not in lieu of, any other notice required under this Contract, if a Contractor or its Subcontractor suffers injury or damage to property which might result in Covered Loss under the Lessor Property Insurance Program, written notice of such injury or damage shall be given to the Office of Risk & Benefits Management of the Lessor, as soon as practical, but not exceeding seven (7) days after first observance of such injury or damage. The notice shall provide sufficient detail to enable the Office or Risk & Benefits Management, or its designee, to provide an initial report to the Lessor's insurers and to properly investigate the matter. The written notice shall be directed to:

Executive Director
Office of Risk & Benefits Management
1500 Biscayne Blvd.
Miami, FL 33132

Cooperation of Contractor and Subcontractors The Contractor and all of its Subcontractors shall assist the Lessor and the Lessor's insurers and fully cooperate with them in connection with the reporting, investigation and adjusting of claims under the Lessor Property Insurance Program whether or not involving the respective Contractor or Subcontractor