



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PENSACOLA
AND**

Activity Instructor: Breathe Yoga and Wellness Center, LLC

The City of Pensacola (“City”) through its Parks and Recreation Department wishes to encourage the development of health and wellness programming to improve and promote the quality of life for all citizens and visitors of Pensacola. The City enter into this Memorandum of Understanding (“MOU”) with the instructor listed above, providing the activity to establish the responsibilities of both parties and to establish clear terms as to the use of City owned facilities by the provider.

DEFINITIONS

A. Breathe Yoga and Wellness Center, LLC. for purposes of this MOU is defined as an owner/instructors leading a physical activity that is free and open to the public and provides health or wellness programming to the citizens of the city of Pensacola.

B. “Primary Facilities” for the purpose of this MOU as follows:

Bayview Park

ACTIVITY INSTRUCTION PROVIDER

Activity Instructor agrees:

- I. To provide the following documents to the City via the Special Event Supervisor:
 - A) A current list of all staff, volunteers, board members and coaches prior to the start of the program. Changes must be provided to the City in an updated list throughout the term of his Agreement.
 - B) A complete schedule showing specific dates, times, locations.
 - C) List names of instructors from business/organization along with their proof of insurance and applicable licenses or certifications.
 - D) Proof of commercial general liability insurance with a minimum liability limit of \$1,000,000 per occurrence and in the aggregate for each instructor. The City of Pensacola must also be listed as an “additional insured” on the policy. Certificate holder shall read -- City of Pensacola, c/o Parks and Recreation Department, P.O. Box 12910, Pensacola, Fl. 32521.

- II. Breathe Yoga and Wellness Center, LLC. must notify the City Point of Contact listed in this Agreement of all of the following within the time frames specified:
 - A) Immediately upon a change in leadership for instruction such as an alternative instructor to the instructor originally indicated. Each instructor will need to fill out an MOU.
 - B) Any accidents/incidents that require medical attention or when public safety personnel were called to assist with a situation no later than 12 pm of the

next business day. The notification must include the specific location, date and time of the incident; the name of the persons involved; and a description of the incident.

- C) Damaged or unsafe City property must be reported immediately. This includes fields, buildings, bleachers, press boxes, parking lots, fences, goals, goal posts, dugouts, scoreboards, bases, benches, sidewalks, restrooms, concession equipment, trees, etc.
- D) Additional use of facilities/program space requests must be in writing a minimum of 10 working days prior.
- E) Request in writing, through the Parks and Recreation Department, Attention: Special Event Supervisor and obtain permission of the City prior to bringing a mobile concession or merchandise vendor into a City park, facility, or sports complex.
- F) The city of Pensacola has the right to rescind agreement without notice at the discretion of the City of Pensacola.

III. Breathe Yoga and Wellness Center, LLC. shall ensure that:

- A) All equipment necessary to conduct a quality program is provided.
- B) After each use of a facility, all trash from the grounds is placed in a City provided receptacle.
- C) It adheres to all facility operating hours and closures during severe weather, due to repairs, renovations or holidays.
- D) Policies are in place and are enforced to ensure there is no discrimination to Breath Yoga and Wellness Center, LLC. participants, their families, caretakers, guardians or observers based upon race, creed, religion, national origin, disability or sex.
- E) The City of Pensacola is named as a partner at all its events, contests, programs, etc., and includes the City of Pensacola Parks and Recreation Department logo on all publications, flyers, and promotional materials pertinent to programming disclosed. This information must be received for review by the City of Pensacola Parks and Special Event Supervisor and Marketing Coordinator no less than sixty (30) days prior to the start of the program. Any additional requests for informative advertisements must be approved in advance and in writing by the City.
- F) City of Pensacola Parks and Recreation Department, "Play Pensacola", be tagged to Facebook, Twitter and Instagram social media outreach using the social media handle @PlayPColaParks.
- G) Facebook 'Event' creation and promotion be performed in conjunction, and not independent of, City of Pensacola Parks and Recreation Department, "Play Pensacola". Play Pensacola and Breathe Yoga and Wellness Center, LLC to be identified as event co-hosts within the Facebook 'Event' feature.
- H) It will add the City of Pensacola to its Hold Harmless Agreement included as part of the participant registration and provide to the City upon request.
- I) No fees or payment of any kind shall be received by the Activity Instruction Provider in order for members of the public to participate in the activity described in this Agreement, unless after request of an granted approval by the City of Pensacola.

CITY OF PENSACOLA

The City of Pensacola agrees:

- I. To provide the following to the Instructor/Instructor Provider:
 - A) Park space to adequately manage the activity being offered. However, as continuous growth may impact the City's ability to offer additional space, therefore, growth must be managed and coordinated with the City.
 - B) Mowing for all event locations.
 - C) Routine maintenance to all City owned assets.

HOLD HARMLESS

- A. The "Responsible Party" agrees to fully indemnify, defend and save harmless, the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties fees, and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City of Pensacola caused by or result from any negligent act or omission or willful misconduct of the Responsible Party in connection with its use of the City of Pensacola Facility. This shall be a continuing release and shall remain in effect until revoked in writing.
- B. Instructor Provider/ Breathe Yoga and Wellness Center, LLC. _will add the City of Pensacola to its Hold Harmless Agreement included as part of the registration and provide to the City upon request.

AS IS CONDITION OF PREMISES

Both parties agree that the use of the property is "as is". The City does not provide an inspection of the area to be used for this activity prior to each use. It is the responsibility of the presenter and participants to ensure that any area of the ground that will be utilized is free from hazards. If there is a visible hazard, the participant or presenter that is the party to this MOU should relocate to a safer area and immediately report the hazard to Parks staff.

POINTS OF CONTACT

- A. Primary Instructor Provider
Point of Contact: Stacy Vann
Pensacola, Florida
Cell phone: 850-572-6562
Email: stacyvann@me.com

Secondary Provider
Point of Contact: Madison Simmons
Pensacola, Florida
850-375-2939
Madisonsimmons314@gmail.com

B. City of Pensacola

Pont of Contact: Nikki Gray

222 W. Main Street Pensacola, Florida 32502

(850) 436-5670

EFFECTIVE DATE

This agreement shall take effect upon date of last signature and shall remain in full force and effect until the end of calendar year 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed on the _____ day of _____, _____.

CITY OF PENSACOLA, FLORIDA

Business Name

Mayor, D.C. Reeves

By: _____
Member

Attest: _____
City Clerk, Ericka L. Burnett

(Printed Member's Name)

Approved as to Substance:

By: _____
Member

Parks and Recreation Director, Adrian Stills

(Printed Member's Name)