

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE  
AGREEMENT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**THIS LEASE AGREEMENT** (the “Lease”) is made and entered into to be effective as of, \_\_\_\_\_ by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **Pensacola Youth Soccer, Inc.** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **707 East Cervantes Street, Suite B #114, Pensacola, Florida 32501.**

**1. STATEMENT OF PURPOSE**

Lessor owns certain real property in the City of Pensacola having a postal address of 3221 Langley Avenue Pensacola, FL 32504, known as Hitzman-Optimist Soccer Field Lessor and Lessee mutually agree for Lessee to utilize **Hitzman-Optimist Soccer Field** (as specified, the “Property”) for conducting a youth soccer program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other soccer fields designated in writing by Lessor.

**2. PREMISES LEASED**

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

**3. TERM**

The term of this Lease shall be for a period of one (1) year commencing upon signature of last signing party. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

**4. RENEWAL**

Upon written request of the Lessee, this Lease may be extended annually for up to three (3) additional one (1) year terms. Lessee must notify the Lessor at least sixty (60) days prior to the expiration of the initial term if they wish to renew.

**5. TERMINATION FOR CONVENIENCE**

Either Lessor or Lessee may terminate its participation in this agreement by providing a minimum of one hundred eighty (180) days written notice to the other party of its intent to terminate this Agreement.

**6. LEASE PAYMENTS**

Lessee agrees to pay the City of Pensacola \$10 per paying child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

**7. USE OF PREMISES**

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

**CONCESSIONS:** Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

## **8. CONDITIONS OF USE**

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.

- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

**9. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS**

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

**10. CONSTRUCTION AND TITLE TO IMPROVEMENTS**

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

**11. INSPECTION AND ACCESS TO PROPERTY**

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

**12. COVENANTS AND RESTRICTIONS**

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

**13. NO MORTGAGES OR ENCUMBRANCES**

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

**14. LESSOR'S WARRANTIES**

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

**15. USE IS NOT EXCLUSIVE**

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

**16. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR**

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

**17. INSURANCE REQUIRED**

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

**18. PUBLIC RECORDS**

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

**19. NO DISCRIMINATION**

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for

employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**20. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER**

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

**21. NOTICES**

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor:           The City of Pensacola  
                      c/o City Administrator

City Hall 222 West Main Street Pensacola, FL 32502

Lessee: **Pensacola Youth Soccer, Inc.**  
Attn: Phil Nickinson  
707 East Cervantes Street, Suite B #114, Pensacola, Florida 32501.  
850-366-8764  
**phil@pensacolayouthsouthsoccer.com**

**22. AMENDMENT**

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

**23. SEVERABILITY**

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

**24. PARAGRAPH HEADINGS**

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

**25. ENTIRE AGREEMENT**

This instrument constitutes the entire agreement between Lessor and Lessee.

**26. WAIVER**

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

**27. GOVERNING LAW**

This Lease is subject to and shall be governed by the laws of the State of Florida.

**28. VENUE**

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

**Pensacola Youth Soccer, Inc.**



\_\_\_\_\_  
Phil Nickinson, President

\_\_\_\_\_  
Printed Name and Title of above signature.

Date: March 31, 2023

**CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
D.C. Reeves, Mayor

\_\_\_\_\_  
Printed Name and Title of above signature.

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ericka Burnett, City Clerk

Approved as to Substance:

\_\_\_\_\_  
Adrian Stills, Parks and Recreation Director

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

## **Attachment "A"**

**PUBLIC RECORDS:** Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:**

**THE OFFICE OF THE CITY CLERK, (850) 435-1715**

**[PUBLICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM)**

**222 WEST MAIN STREET, PENSACOLA, FL 32502**



**INSURANCE AND INDEMNIFICATION**  
**ATTACHMENT B**

**GENERAL**

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

**COVERAGE**

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

**Worker's Compensation**

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

**Commercial General Liability Coverage**

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

**Commercial General Liability** coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within the leased premise such as golf carts, scooters, or other motorized devices,

must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

### **CERTIFICATES OF INSURANCE**

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

### **INSURANCE OF THE LESSEE PRIMARY**

The Lessee required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the contract.

### **LOSS CONTROL AND SAFETY**

The Lessee shall retain control over its employees, agents, servants, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees and property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

### **HOLD HARMLESS**

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including,

but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**PAY ON BEHALF OF THE CITY**

The Lessee agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

**GOVERNING LAW AND VENUE**

This Contract is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

**ADDENDUM TO FIELD USE LEASE AGREEMENT**

This Addendum amends certain language in the City of Pensacola Field Use Lease Agreement between the Lessor, City of Pensacola, and the Lessee, Pensacola Youth Soccer, Inc. To the extent that any language in said Agreement varies from or conflicts with any language in this Addendum, the language of this Addendum shall govern and take precedence. Otherwise, all other terms and conditions of the Agreement not specifically amended herein will remain in full force and effect.

- 1. The list of registered City residents identified in Article 8(k) of the Agreement would remain strictly confidential and would not be subject to any Public Records Disclosure laws. Furthermore, Lessee shall not be obligated to verify the addresses reflected in said list, which addresses will be self-reported by City residents.**
- 2. Regarding the insurance requirements set forth in Article 12(c) of the Agreement, Lessee may satisfy such requirements by identifying any independent contractors as an “additional insured” under the Lessee’s policy.**
- 3. Regarding the field maintenance responsibilities set forth in Article 12 of the Agreement, Lessee and Lessor shall hereafter negotiate a detailed field maintenance agreement which will specify Lessee’s and Lessor’s respective field maintenance obligations. Such field maintenance agreement shall be finalized and signed no later than thirty (30) days from the date of the full execution of the Agreement.**

**PENSACOLA YOUTH SOCCER, INC.**

  
\_\_\_\_\_  
Phil Nickinson, President

DATE: March 31, 2023

**CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
D.C. Reeves, Mayor

DATE: \_\_\_\_\_, 2023