

October 20, 2020

FACILITIES USE LETTER AGREEMENT BY AND BETWEEN MIAMI BECKHAM UNITED AND THE SCHOOL BOARD OF BROWARD COUNTY

On behalf of Miami Beckham United, LLC, (“Miami Beckham”) we are pleased to offer THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (“School Board”) this Facility Use Letter Agreement “Agreement” (“Agreement”) for the use of the stadium commonly referred to as the “high school stadium” (“High School Stadium”) located at the northeast corner of the InterMiami Stadium and Training Facility at Lockhart.

This Agreement shall be for October 29th for a game between Fort Lauderdale High School vs. Dillard High School and on October 30th for a game between Stranahan High School vs. Deerfield Beach High School. Access to the facilities is limited to these times and may only be expanded upon written authorization from Miami Beckham. Should the parties desire to add additional days to the Agreement the terms must be agreed to by mutual agreement.

All costs associated with the School Board’s use of the High School Stadium shall be borne by the School Board. Costs specifically delineated herein are known to the Parties in advance and hereby agreed to, however additional unknown costs that may arise as a direct result of the School Board’s use of the High School Stadium may be forwarded to the School Board, should Miami Beckham deem them necessary.

DIRECT COSTS:

Fort Lauderdale Police (2 officers): \$420

Security (3): \$360

EMT/Fire (ambulance): \$520

Game Operations (Includes set up and breakdown of all tents, tables, chairs, barricades, press box and

P.A. system. Also includes a site supervisor, scoreboard operator, cleaning crew, 2 restroom attendants, maintenance crew, ice and all utilities): \$1,200

TOTAL: \$2,500

ADDITIONAL EXPENSES:

(one-time only charges that will cover both games) Field painting: \$500.00 per game – waived for games covered by this agreement but will be addressed for future games

Portable restroom rental (for east grandstands): \$ 500 per game – waived for this agreement but will be addressed for future games

TOTAL: \$0

Stephanie J. Toothaker, Esq.

land use development political strategy procurement

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INSURANCE:

401 E Las Olas Blvd, Suite 130-154 Fort Lauderdale, FL 33301

We also require a Certificate of Insurance naming Miami Beckham United and the City of Fort Lauderdale for the games.

RENTAL FEE:

Miami Beckham normally charges a rental fee for the use of any facilities on the site. However, there shall be no charge for the School Board.

COMPREHENSIVE AGREEMENT:

The School Board understands and agrees that Miami Beckham is a party to and subject to that certain Comprehensive Agreement by and between the CITY OF FORT LAUDERDALE, FLORIDA, a Florida municipal corporation (the "CITY") and MIAMI BECKHAM UNITED, LLC, a Delaware limited liability company, and its respective affiliates, successors and assigns ("MIAMI BECKHAM"), pursuant to Section 255.065(7), Florida Statutes, which is hereby attached as Exhibit "A" the School Board acknowledges that the rental of the High School Facility is subject to each of the terms contained therein and specifically acknowledges it is subject to that clause titled INDEMNIFICATION.

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We look forward to working together.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Facility Use Letter Agreement to be effective as of the day and year first set forth above.

MIAMI BECKHAM UNITED, LLC

By: _____

STATE OF Florida:
COUNTY OF Miami-Dade:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, 2020 by _____, of **Miami Beckham United, LLC**, a Foreign limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

By _____
Donna Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel