

agenda

Parks and Recreation Advisory Board

August 30, 2017 at 5:30 PM

Winter Park Community Center
721 West New England Avenue / Winter Park,
Florida



1: Consent Agenda

- a. **Approval of Minutes-May 24, 2017**
- b. **Proposed Parks and Recreation Dept Fees**
Proposed Fees to be presented to the City Commission for approval for upcoming Fee Schedule
- c. **Winter Park Historical Association Lease Agreement**
Lease Agreement with the Winter Park Historical Association located at the Winter Park Farmer's Market
- d. **Orlando Magic Ticket Tree**
Orlando Magic will be giving away free game day tickets in Central Park.
- e. **Dog On it Agility Events**
Three Annual Dog On It events at Cady Way Park
- f. **Scoreboard Advertisement Agreement**

2: Action Items

3: Discussion

4: New Business

5: Staff Report

- **Update on Parks and Recreation Department Operations**
- **MLK Master Plan**
- **MLK Maintenance Agreement**
- **Update on OCPS Brookshire & Lakemont**
- **Golf Course Update**
- **Mead Gardens Inc Update**
- **Orlando Science Eclipse Event**
- **Sidewalk Art Chalk Event**

- **WPHS First Football Home Game**

6: Adjourn

Appeals and Assistance

"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105)

"Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-599-3277) at least 48 hours in advance of the meeting."

Meeting Protocol

The protocol described below is used to conduct an orderly meeting of the Parks and Recreation Advisory Board. It is the Chair's option to follow or deviate from these guidelines during any meeting of the Board.

- Agenda item is brought up by Chair;
- Chair recognizes the staff for department input;
- Staff will present the item and state department recommendation if appropriate;
- The staff or Board Chair may recognize the individual or group requesting the action and present the opportunity to address the Board and present the details of their request. This presentation should be brief (3-5 minutes)
- The Chair will recognize the Board members and provide an opportunity for questions from the item sponsor or department staff;
- The Chair will entertain any motion from the Board regarding the agenda item;
- Once the item has been motioned and received a second, the Chair will ask if there is any public comment about the issue. (Public comment comes before the Board discusses the motion.) Public comment will be held to 3 minutes each;
- The public comments are closed by the Chair once all citizens who wish to speak have been given an opportunity;
- The Chair will recognize the Board members for discussion of the motion. Any Board member may address a question to the sponsor, to the department staff or to a citizen if appropriate;
- Once there is no further discussion, or if the Question has been called (debated and voted affirmative), then the Chair will request the Board moves to a vote.

**PARKS AND RECREATION
ADVISORY BOARD
May 24, 2017**

The meeting was called to order by Chairman Carl Creasman at 5:34 p.m. at the Winter Park Community Center in conference room D.

Advisory Board Members present:

Chairman Carl Creasman
Vice Chair Julio de Arcos
Gary Diehl
Janet Atkins
Taylor Sacha
Marni Spence
Brad Doster
Renee Maloney

Staff present:

Director John Holland
Assistant Director Brenda Moody
Parks & Rec Manager Jason Seeley
Assistant Director Ron Moore
Recording Secretary Kesha Jones
Lieutenant Bruce Robinson– WPPD
Business Manager- Leif Bouffard

Advisory Board Members absent:

Trish Teague
Addison Lanpher

Staff absent:

Guests:

Consent Agenda:

a) Approval of Minutes April 26, 2017

Motion made by Marni Spence to approve the consent agenda seconded by Carl Creasman. The motion carried unanimously with a 6-0 vote.

Action Items:

a) Saturday Market Manager Contract

Staff recommended a change to the term of the Saturday Market Contract from three years to five years. Proposed an increase in pay for the current market manager to \$225 per week. The contract effective date was changed to June 1, 2017.

Motion made by Taylor Sacha to approve action Items agenda item 'a'; seconded by Brad Doster. The motion carried unanimously with a 5-0 vote.

b) Track Membership Policies/Application

Staff presented a draft of the track membership policies, application for approval.

Motion made by Julio de Arcos to approve policies as presented; seconded by Taylor Sacha. The motion carried unanimously with a 5-0 vote.

Discussion

a) Ward Park-Perth/Loch Lomond Recreation Trail

Jason Seeley presented the board with recommendations on obtaining better field conditions by changing the reservation process, the amount of use on the fields. Board members would like the proposed draft to be placed on the agenda as an action item for approval in June.

New Business

Public Input

- Several City residents addressed the board about sending a letter to the City Commissioner not selling the bowling alley property on Fairbanks. Sally Flynn 1960 Laurel Rd, Charley Williams 727 Antoinette Ave, Janet Atkins 1060 McKean Cir, Forest Michael; 358 W Comstock Ave

Staff Report

- Downtown Park Summit Public Input Meeting on June 8, 2017 at 8:30a-10am
- Leif Bouffard gave an update on the Golf Course
- MLK Master Plan Update
- Board Appreciation in June 8, 2017 5:30-7:30 at the Civic Center
- Special Meeting with GAI to discuss the MLK Master Plan on June 12, at noon

Next Meeting – June 28, 2017 @ 5:30 p.m., Parks & Recreation, Community Center conference room D.

The meeting adjourned at 7:01pm.

Kesha Jones
Recording Secretary

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

PARKS AND RECREATION FEES

Adult Sports Team Fees:

Flag Football and Softball	\$450.00 (M)
Men's Basketball League Team Fee	\$350.00 (M)

Field Rental Rates: 50% of field rental fees allocated to field maintenance fund.

Cady Way, Martin Luther King, Jr. and Ward Park Baseball, Softball and Multipurpose fields A-1, A-2, C and Showalter East Multipurpose Fields 1, 2:

Before 5:00 p.m., per hour	29.00 (C)
After 5:00 p.m., per hour	52.00 (C)
Unscheduled or late reservation rates (less than two full business days), per hour/before 5:00 pm	50.00 (M)
Unscheduled or late reservation rates (less than two full business days), per hour/after 5:00 pm	75.00 (M)
Field prep (lines), per field each time (standard lining multipurpose field)	50.00 (C)
Field prep (lines), per field each time (multi lining multipurpose field)	100.00 (C)
Field prep (lines), late reservations per multipurpose field Standard lines... (less than two full business days notice)	100.00 (C)
Field prep (lines), for late reservations per multipurpose field Multi lines (less than two full business days notice)	150.00 (C)
Field prep (lines), per field each time (standard lining Baseball/Softball)	25.00 (C)
Field prep (lines), per field each time (specialty lining Baseball/Softball)	50.00 (C)
Field prep (lines), for late reservations per Baseball Softball field	50.00 (C)

All day (8:00 am to 9:00 pm)..... **400.00 (C)**

Winter Park Youth League Fee: (specific guidelines apply)

Martin Luther King, Jr., Showalter East 1,2 and Ward A1, A2, C,.....25.00 (C)

Baseball, Softball Fields

Continuous rate hourly (specific guidelines must be met):

20% discount for Ward A1, A2, C, Showalter East 1,2, **MLK fields, baseball and softball fields** (specific guidelines required)

Before 5:00 pm	23.00 (C)
After 5:00 pm	42.00 (C)

Ward Park Field B:

Before 5:00 p.m., per hour	40.00 (C)
After 5:00 p.m., per hour	75.00 (C)
Unscheduled or late reservation rates (less than two full business days), per hour/before 5:00 pm	50.00 (M)
Unscheduled or late reservation rates (less than two full business days), per hour/after 5:00 pm	75.00 (M)
Field prep (lines), per field each time (standard lining).....	50.00 (C)
Field prep (lines), per field each time (multi lining)	100.00 (C)
Field prep (lines), for late reservations per field Standard lining..... (less than two full business days)	100.00 (C)
Field prep (lines), for late reservations per field multi lining.....	150.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

PARKS AND RECREATION FEES (CONTINUED)

Ward Park Field B (continued):

All day (8:00 am to 9:00 pm).....	500.00 (C)
Winter Park Youth League Fee Field B:.....	30.00 (C)
20% discount for Ward B, C and D (specific guidelines required)	
Continuous rate hourly (specific guidelines must be met):	
Before 5:00 pm	32.00 (C)
After 5:00 pm	60.00 (C)

Showalter Stadium: Non profits/youth groups will receive 20% discount.
25% of Stadium rental fees allocated to field maintenance
account.

Track Only (less than 400 people, 2 hour minimum, includes starting blocks)	
Deposit	100.00 (M)
Before 5:00 p.m., per hour	29.00 (M)
After 5:00 p.m., per hour	52.00 (M)
Full Day 8:00 a.m. to 5:00 p.m.	225.00 (M)
Half Day 8:00 a.m. to 12:00 p.m. or 2:00 p.m. to 6:00 p.m.	125.00 (M)
Full Evening 5:00 p.m. to 10:00 p.m.....	225.00 (M)
Field Only (less than 400 people, 2 hour minimum,)	
Deposit	500.00 (M)
Before 5:00 p.m., per hour	50.00 (M)
After 5:00 p.m., per hour	75.00 (M)
Full Day 8:00 a.m. to 5:00 p.m.	350.00 (M)
Half Day 8:00 a.m. to 12:00 p.m. or 2:00 p.m. to 6:00 p.m.	175.00 (M)
Full Evening 5:00 p.m. to 10:00 p.m.....	350.00 (M)
Stadium (includes scoreboard, 1 scoreboard operator, track, equipment package, Ward C and Showalter East Fields. Video display scoreboard not included)	
Deposit	1000.00 (M)
Full Day 8:00 a.m. to 5:00 p.m.	1500.00 (M)
Half Day 8:00 a.m. to 12:00 p.m. or 2:00 p.m. to 6:00 p.m.	900.00 (M)
Full Evening 5:00 p.m. to 10:00 p.m.....	1500.00 (M)
Concession Stand (includes gas grill, 2 hour minimum)	
Deposit	500.00 (M)
Hourly	50.00 (M)
Full Day 8:00 a.m. to 5:00 p.m.	350.00 (M)
Half Day 8:00 a.m. to 12:00 p.m. or 2:00 p.m. to 6:00 p.m.	175.00 (M)
Full Evening 5:00 p.m. to 10:00 p.m.....	350.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

PARKS AND RECREATION FEES (CONTINUED)

Showalter Field Fees Continued:

Equipment (includes pole vault pads and standards, high jump pads and standards,
One discus cage, **nine starting blocks**, one shotput circle and **130** hurdles)
Deposit 100.00 (M)
Individual Equipment..... 50.00 (M)
Package..... 200.00 (M)
*equipment fees allocated to a replacement account

Scoreboard Advertising Signage **and Video Display**
3x4 panel per year, one year contract 10,000.00 (M)
3x4 panel per year, two year contract 8,000.00 (M)
4x4 panel per year, one year contract 15,000.00 (M)
4x4 panel per year, two year contract 13,000.00 (M)

Showalter Track Membership October 1 through September 30 Prorated
Monthly Resident 20.00 (M)
Monthly Non Resident..... 30.00 (M)
Annual Resident 150.00 (M)
Annual Non Resident **250.00** (M)

Trainer/Instructor: Less than **15** students, October 1 through September 30 Prorated
Monthly 50.00 (M)
Yearly 500.00 (M)
*Open Space Business Permit Required

Video Scoreboard
Hourly per staff member for operations **50.00** (M)

Bus Use Fees:

Hourly rate (two hour minimum, 100 mile maximum) 100.00 (M)
Deposit 100.00 (M)
Cancellation fee (within 72 hours of scheduled use) 100.00 (M)

Program Fees:

Recreation ID Card:

Resident, Military or 1st Responder..... **FREE** (M)
Non-resident 15.00 (M)
Card Replacement Fee..... 5.00 (C)

After School Program:

Resident(monthly) 40.00 (M)
Non-resident (monthly)..... 65.00 (M)
Registration fee 25.00 (M)
Fee for students qualifying for reduced lunch, (monthly), (City residents only) ... 25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

PARKS AND RECREATION FEES (CONTINUED)

After School Program (continued):

Fee for students qualifying for free lunch, (monthly), (City residents only) 15.00 (M)

Teen Summer Camp Program (completed grades 5 – 7, per week):

Resident	50.00 (M)
Each Additional Resident Child in same family	35.00 (M)
Free/reduced lunch programs, per child	30.00 (M)
Non-resident	70.00 (M)
Additional non resident child	45.00 (M)
Registration fee	25.00 (M)

Summer Camp Program (completed grades K – 4, per week):

Resident:

1 st child in family	75.00 (M)
Each additional child in family	60.00 (M)

Non-resident.....	100.00 (M)
Non Resident Additional Child	80.00 (M)
Reduced lunch, 1 st child	25.00 (M)
Registration Fee	25.00 (M)
Free/Reduced lunch,	15.00 (M)
Registration Fee	25.00 (M)

School's Out Program (single day camp during school year holidays):

Resident, per day	10.00 (M)
Non-resident, per day	15.00 (M)
After School Participant	5.00 (M)

Holiday Camps:

Half Session – 2-3 Days

Resident	45.00 (M)
Non-resident	60.00 (M)
After School Participant	25.00 (M)

Full Session – 4-5 Days

Resident	60.00 (M)
Non-resident,	85.00 (M)
After School Participant,	30.00 (M)

Middle School After School Program:

Resident, with Recreation ID card	FREE (M)
Non-Resident with Recreation ID card (per week)	FREE (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

PARKS AND RECREATION FEES (CONTINUED)

Other:

Late pick up fee:	
1 st 30 minutes	5.00 (M)
Each additional 15 minutes	5.00 (M)
Late payment fee	5.00 (M)

General Program Guidelines:

 Youth/Teen Program Fees (based on minimum enrollment) Direct Cost

 Adult Programs (based on minimum enrollment) Direct Costs plus 15%

 Contracted program fees will not exceed 110% of the regional market rate for a similar program. CRA funded programs will be offered at a zero to nominal fee.

Community Center & Cady Way Pool:

Daily (Resident, Military or 1 st Responder)	2.00 (M)
Daily (non-resident)	4.00 (M)
Group rate (residents, over 15 guests in a group, per group member)	1.50 (M)
Group rate (non-residents, over 15 guests in a group, per group member)	3.50 (M)
Ten visit punch pass (resident)	15.00 (M)
Ten visit punch pass (non-resident)	30.00 (M)
Pool rental:	
Less than thirty guests (hourly, 2 hour minimum)	100.00 (M)
Additional hourly fee per fifteen guests over initial thirty guests	15.00 (M)
Deposit	100.00 (M)
Pool Party – 2 hours, maximum of 40 guests, normal operational hours	125.00 (M)
Individual Pool Pass – (Resident, Military or 1 st Responder)	55.00 (M)
Individual Pool Pass – (non-resident)	80.00 (M)
Family Pool Pass – (residents, up to 5 family members per pass)	150.00 (M)
Family Pool Pass – (non-residents, up to 5 family members per pass)	225.00 (M)
Family Pool Pass – (CRA residents, up to 5 family members per pass)	105.00 (M)
Lap Swim Pass – (Resident, Military or 1 st Responder)	35.00 (M)
Lap Swim Pass – (non-resident)	50.00 (M)
Lap Swim Pass – (CRA resident)	30.00 (M)
Cady Way Reserved Camp Swim	5.00 (M)
Dive In's & City Sponsored Events (current pass holders)	FREE
Dive In's & City Sponsored Events (residents)	1.00 (M)
Dive In's & City Sponsored Events (non-residents)	2.00 (M)

Swim Lessons

Resident Group lessons	30.00(M)
Non-Resident Group lessons	40.00(M)
Private Lessons	
1 lesson	30.00(M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

PARKS AND RECREATION FEES (CONTINUED)

5 lessons.....	125.00(M)
10 Lessons.....	200.00(M)
Semi Private Lessons	
1 lesson.....	35.00(M)
5 lessons.....	140.00(M)
10 Lessons.....	235.00(M)
Fitness/Weight Room:	
Annual Pass: *prorated fee	
Resident, Military or 1 st Responder	85.00 (M)
Non-resident.....	160.00 (M)
CRA area resident	60.00 (M)
City employee.....	60.00 (M)
Corporate rate:	
Gold (includes 60 vouchers, \$60 each per year for each additional voucher over 60, provides access to lap swim, open gym, and open volleyball)	750.00 (M)
Silver (includes 10 vouchers, \$65 each per year for each additional voucher over 10, provides access to lap swim, open gym, and open volleyball)	500.00 (M)
Fitness/Weight Room (continued):	
Bronze (includes 5 vouchers, \$70 each per year for each additional voucher over 10, provides access to lap swim, open gym, and open volleyball)	250.00 (M)
Youth Annual Pass (ages 14-21, ages 14-16 will be required to attend training)	
Resident	30.00 (M)
Non-resident.....	50.00 (M)
Monthly Pass: *prorated fee	
Resident, Military or 1 st Responder	15.00 (M)
Non-resident.....	25.00 (M)
CRA area resident	10.00 (M)
City employee.....	10.00 (M)
Daily pass, all users.....	5.00 (M)
Senior Program	
Resident, Military or 1 st Responder.....	Free with Recreation ID
Non Resident Single Day	\$2.00
Non Resident Annually.....	\$15.00

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

CEMETERY FEES

Palm Cemetery:

Single space - resident	5,000.00 (M)
Single space – qualified non-resident	5,500.00 (M)
Cremation space - resident.....	850.00 (M)
Cremation space – qualified non-resident.....	900.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space	170.00 (M)
Interment of cremains:	
Weekdays	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains interment:	
Weekdays	1,000.00 (M)
Saturdays	1,200.00 (M)
Opening and closing charges:	
Weekdays	1,200.00 (M)
Weekdays, for graveside services beginning after 5:00 pm)	1,300.00 (M)
Saturdays	1,500.00 (M)
Infant burial	750.00 (M)
Disinterment of vault (weekdays only, rules apply)	1,200.00 (M)
Mausoleum space (limited number of spaces).....	80,000.00 (M)
Extra Tent for graveside service	100.00 (M)
Extra set of chairs.....	50.00 (M)

Pineywood Cemetery:

Single space - resident	2,500.00 (M)
Single space – qualified non-resident	3,000.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space	170.00 (M)
Cremation space - resident.....	650.00 (M)
Cremation space – qualified non-resident.....	700.00 (M)
Interment of cremains:	
Weekdays	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains interment:	
Weekdays	1,000.00 (M)
Saturdays	1,200.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

CEMETERY FEES (CONTINUED)

Opening and closing charges:

Weekdays	1,200.00 (M)
Weekdays, for graveside services beginning after 5:00 pm)	1,300.00 (M)
Saturdays	1,500.00 (M)
Infant burial	750.00 (M)
Disinterment of vault (weekdays only, rules apply)	1,200.00 (M)
Extra Tent for graveside service	100.00 (M)
Extra set of chairs	50.00 (M)

Columbarium:

Single or Double space:

Resident	2,200.00 (M)
Qualified non-resident	2,800.00 (M)
Interment (Saturday)	350.00 (M)
Tent for columbarium interment	1000.00 M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

GOLF COURSE FEES (all include sales tax)

Green Fees November-April (Residents/Non-residents):

Resident Monday-Thursday	14.00 (M)
Non Resident Monday - Thursday.....	16.00 (M)
Resident Friday – Sunday, Holidays	17.00 (M)
Non Resident Friday – Sunday, Holidays	19.00 (M)
Youth 12 and Under.....	9.00 (M)

Green Fees May-October (Residents/Non-residents):

Resident Monday-Thursday	12.00 (M)
Non Resident Monday - Thursday.....	14.00 (M)
Resident Friday – Sunday, Holidays	15.00 (M)
Non Resident Friday – Sunday, Holidays	17.00 (M)
Youth 12 and Under.....	9.00 (M)

Green Fees:

Replay rate for all players	7.00 (M)
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Annual Play Pass:

Single resident,	900.00 (M)
Single non-resident	1080.00 (M)
Corporate (4 members).....	5,000.00 (M)
Premier Partnership	20,000.00 (M)

Cart Rental:

Electric Cart 9-Hole – Single (includes sales tax)	10.00 (M)
Pull cart (includes sales tax).....	3.00 (M)
Club Rental (includes tax)	10.00 (M)

Tournament Fees (includes tax):

Weekday Night scramble (36 person minimum)	1000.00 (M)
Each additional golfer above 36	35.00 (M)
Weekend Night scramble (36 person minimum)	1900.00 (M)
Each additional golfer above 36	35.00 (M)
Weekday Private scramble (36 person minimum).....	1,600.00 (M)
Each additional golfer above 36	25.00 (M)
Weekend Private scramble (36 person minimum)	2500.00 (M)
Each additional golfer above 36	25.00 (M)

Groupon and other such marketing discounts as well as seasonal discounts may be offered at the discretion of the City Manager

CITY OF WINTER PARK - FEE SCHEDULE
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GOLF COURSE FEES (CONTINUED)

Golf lessons:

Individual lessons:

Half hour.....	50.00 (M)
Hour	80.00 (M)
3 hour package.....	210.00 (M)
5 hour package.....	300.00 (M)
10 hour package.....	500.00 (M)

Playing lessons, per person:

9 holes	125.00 (M)
18 holes.....	200.00 (M)

Group lessons, per person:

One hour package:

2 students.....	60.00 (M)
3 students.....	50.00 (M)
4 students.....	40.00 (M)

Three hour package:

2 students.....	150.00 (M)
3 students.....	120.00 (M)
4 students.....	90.00 (M)

Five hour package:

2 students.....	200.00 (M)
3 students.....	150.00 (M)
4 students.....	120.00 (M)

Ten hour package:

2 students.....	300.00 (M)
3 students.....	200.00 (M)
4 students.....	150.00 (M)

Course Rental

Full Course Rental – Daily 7am to Dusk Events - Free to Public.....	6,000.00 (M)
Full Course Rental – Daily 7am to Dusk – Paid Admission Events	12,000.00 (M)
Admission/Income percentage subject to negotiation.	

Croquet Court Rental –

Daily Rate Only – Free to Public or Private	\$1000.00 (M)
Daily Rate Only – Paid Admission Events	\$2000.00 (M)

Putting Course Rental

Full Day – Free to Public or Private	\$1000.00 (M)
Half Day – Free to Public or Private	\$500.00 (M)
Full Day – Paid Admission Events	\$2000.00 (M)
Half Day – Paid Admission Events	\$1000.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
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TENNIS FEES

Tennis Court Rental:

Annual Play Pass Fees:

Six-Month Annual Play Passes:

All Courts:

Resident.....	203.00 (M)
Resident - family (2 or more)	302.00 (M)
Non-resident - one adult.....	270.00 (M)
Non-resident - family (2 or more).....	359.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

Hard Courts Only:

Resident- one adult	94.00 (M)
Resident - family (2 or more)	165.00 (M)
Non-resident - one adult.....	170.00 (M)
Non-resident - family (2 or more).....	278.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

Annual Play Passes:

All Courts:

Resident one adult	370.00 (M)
Resident - family (2 or more)	539.00 (M)
Non-resident - one adult.....	479.00 (M)
Non-resident - family (2 or more).....	633.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

Hard Courts Only:

Resident- one adult	173.00 (M)
Resident - family (2 or more)	303.00 (M)
Non-resident - one adult.....	277.00 (M)
Non-resident - family (2 or more).....	411.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

FOR HARD COURTS: With hard court punch card, pay additional \$1.00 to upgrade to clay. With hard court membership, pay additional \$2.00 to upgrade to clay courts up to six upgrades. After six upgrades, member may plan on clay only by upgrading membership to ALL COURT, 10 play punch card or clay court fee.

Non-Play Pass Fees (\$1.00 off with Facility Use Card pre-tax):

Singles - 1 ½ hours; Doubles - 2 hours (Residents)

Clay court (includes tax)	6.00 (M)
Hard court (includes tax)	5.00 (M)

City employee:

Clay court (includes tax)	3.00 (M)
Hard court (includes tax)	2.00 (M)

Child, non-prime time, hourly:

Hard court (includes tax):

Resident	3.00 (M)
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Soft court (includes tax):

Resident	4.00 (M)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

TENNIS FEES (CONTINUED)

Tennis Passes: (10 play passes)

Clay courts:

Pass 60.00 (M)

Hard courts:

Pass 55.00 (M)

Adult Tennis Programs:

Beginning/Intermediate, various times, four week sessions 90.00 (M)

Drop in fee 20.00 (M)

Cardio Tennis Program Drop In per session 11.00 (M)

Drill Clinics Program Drop in Per Session 15.00 (M)

Elite Training Programs:

Four week sessions, times and age groups vary.

2 day per week program per week 390.00 (M)

3 day per week program per week 550.00 (M)

4 day per week program per week 680.00 (M)

5 day per week program per week 825.00 (M)

Pre-Tournament Level Training Levels 1 and 2 Per Week 200.00 (M)

Junior Tennis Programs:

Six week program per week:

1 day per week 90.00 (M)

2 days per week 165.00 (M)

3 days per week 225.00 (M)

Home School Clinic 50.00 (M)

Advanced Juniors Weekly 265.00 (M)

Adult/Junior Tennis Program pricing based upon a \$75 court clinic fee.

Summer Camps:

Elite Camp Weekly 450.00 (M)

Pre-Tournament Camp Weekly 280.00 (M)

Recreational Tennis Camp Weekly Full day 230.00 (M)

Half day 160.00 (M)

Other Tennis Fees:

Private lessons, fee dependent on instructor, hourly 40.00 – 95.00 (M)

Semi-private lessons, fee dependent on instructor, half hour 45.00 – 100.00 (M)

Group lessons, dependent on instructor, hourly 75.00 (M)

Team clinic, dependent on instructor, hourly 85.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

TENNIS FEES (CONTINUED)

Junior tournament entry fee	38.00 - 45.00 (M)
League rate	
(if at least 75% of team roster are not members of	
tennis center).....	165.00, plus non-member hourly rate (M)
Ball rental machine, hourly	20.00 (M)
Annual ball machine membership, per person	
(twenty memberships available).....	150.00
Annual ball machine membership, family	
(twenty memberships available).....	200.00
Special Events	
Member.....	0 – 20.00 (M)
Non Member.....	6.00 – 30.00 (M)

Groupon and other such marketing and seasonal discounts may be offered at the discretion of the City Manager

Before any contract agreement is reached with such discount organizations and subcontractor, the subcontractor must submit the terms for approval to the City Manager through the Parks and Recreation Department Management.

Tennis Instructors must be contracted through management company

Tournament Entry Fees: (includes tennis balls)

Court fee (2 hour time frame, x number of courts x number of two hour time frames = base fee:

First day of tournament.....	Base fee, less 10% (M)
Second day of tournament.....	Base fee, less 25% (M)
Third day of tournament.....	Base fee, less 30% (M)
Fourth day of tournament.....	Base fee, less 35% (M)
Fifth day of tournament.....	Base fee, less 40% (M)

No tournaments may be longer than five days, holidays are time and one half rates. The price includes six folding tables and twenty five chairs and a pop up tent.

A roster is required for league and team play. 75% of roster must be members, or pay a \$100 flat fee and the hourly rates.

Tennis Center Pavilion Rental:

Small Pavilion:

Full day.....	55.00 (M)
Half day	33.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

RECREATION FACILITY RENTAL FEES

AZALEA LANE RECREATION CENTER - Meeting room: (20% discount off regular fee for Resident, Military or 1st Responder or 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups.)

East Room (30' x 30'):

Hourly	50.00 (M)
Deposit	100.00 (M)
Continuous user (hourly).....	40.00 (M)

West Room (30' x 50'):

Hourly	70.00 (M)
Deposit	100.00 (M)
Continuous user (hourly).....	50.00 (M)

CIVIC CENTER: (20% discount off regular fee for Resident, Military or 1st Responder or 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups.)

Continuous Users (at least 6 times in 6 months):

Ballroom:

Hourly	100.00 (M)
Deposit	300.00 (M)

Meeting Rooms:

Hourly	45.00 (M)
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Kitchen: (set up fee and deposit are not applicable)

Hourly	45.00 (M)
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One Time Users:

Ballroom:

Hourly	160.00 (M)
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Meeting Rooms:

Hourly	70.00 (M)
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Kitchen: (set up fee and deposits are not applicable)

Hourly	70.00 (M)
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Ballroom and kitchen:

Fridays and Saturdays (11:00 am – midnight)	2,000.00 (M)
Deposit	500.00 (M)

Entire building for a full day:

Fridays and Saturdays (11:00 am – midnight)	2,800.00 (M)
Deposit	500.00 (M)

Cancellation Fee, Civic Center only:

Cancellation for any reason Full deposit retention

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

RECREATION FACILITY RENTAL FEES (CONTINUED)

COMMUNITY CENTER:

(20% discount off regular fee for Resident, Military or 1st Responder or 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups.

CRA district resident discount off regular fee 25%

Continuous User:

Small room, A or B or senior room, hourly	50.00 (M)
Large room, C or D, hourly	70.00 (M)
Ballroom; A,B,C and D combined, hourly 4 hr minimum	200.00 (M)
Rooms C, D and kitchen combined, hourly.....	160.00 (M)
Ballroom and kitchen combined, hourly	225.00 (M)
Kitchen, hourly.....	30.00 (M)
Amphitheater (outdoor stage), hourly.....	50.00 (M)
Gymnasium:	
Half of gym, hourly	40.00 (M)
Entire gym, hourly	100.00 (M)
Deposit (each meeting room/amphitheater, kitchen).....	100.00 (M)

Rates:

Small room, A or B or senior room, hourly	65.00 (M)
Large room, C or D, hourly	95.00 (M)
Ballroom; A,B,C and D combined, hourly	275.00 (M)
Rooms C, D and kitchen combined, hourly	210.00 (M)
4:00 pm to midnight, Friday, Saturday, Sunday.....	1,225.00 (M)
Ballroom and kitchen combined, hourly	325.00 (M)
4:00 pm to midnight, Friday, Saturday, Sunday.....	1,575.00 (M)
Rooms C and D, hourly.....	170.00 (M)
Ballroom, kitchen 4:00 pm to midnight with 2 hour amphitheater.....	1,650.00 (M)
Kitchen, hourly.....	50.00 (M)
Early start fee (events requiring building access before 7:00 am)	50.00 (C)
Early set up fee.....	150.00 (M)

Amphitheater (outdoor stage):

Two hours	175.00 (M)
Six hours.....	500.00 (M)

Gymnasium:

Half of gym, hourly	50.00 (M)
Entire gym, hourly	125.00 (M)

Deposit:

Each meeting room/amphitheater, kitchen	100.00 (M)
Ballroom A,B,C and D combined.....	400.00 (M)
Unscheduled time premium over regular rate, hourly	15.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

RECREATION FACILITY RENTAL FEES (CONTINUED)

COUNTRY CLUB (20% discount off regular fee for Resident, Military or 1st Responder or 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups.)

Continuous User:

Dining Room:

Hourly	70.00 (M)
Deposit	100.00 (M)

Club lounge:

Hourly	70.00 (M)
Deposit	100.00 (M)

Full building:

Hourly	110.00 (M)
Deposit	200.00 (M)

One Time User - (Friday and Saturday- Full Building)

Hourly	170.00 (M)
4 p.m. to 12 midnight	900.00 (M)
Deposit	250.00 (M)

One Time User - Hourly: (Sunday through Thursday)

Dining Room (hourly)	100.00 (M)
Club lounge (hourly)	100.00 (M)
Full building (hourly)	150.00 (M)
Deposit	250.00 (M)

FARMER'S MARKET:

Saturday Market:

12' x 10' space Outside without electricity (per week)	26.00 (M)
Additional 6 feet (per week)	14.00 (M)
12' x 10' space outside with electricity (per week)	30.00 (M)
Additional 6 feet with electricity (per week)	17.00 (M)
12' x 10' inside space without electricity (per week)	32.00 (M)
12' x 10' inside space with electricity (per week)	35.00 (M)

Part-Time Vendor Fees:

12' x 10' Outdoor space without electricity (per week)	36.00 (M)
Additional 6 feet without electricity (per week)	24.00 (M)
12' x 10' Outside space with Electricity (per week)	40.00 (M)
Additional 6 feet with electricity (per week)	27.00 (M)
12' x 10' inside space without electricity (per week)	42.00 (M)
12' x 10' inside space with electricity (per week)	45.00 (M)
Vendor's deposit	50.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

RECREATION FACILITY RENTAL FEES (CONTINUED)

Building Rental: (20% discount off regular fee for Resident, Military or 1st Responder or 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups.):

Continuous User - Hourly: (Sunday through Thursday), hourly 120.00 (M)

One Time User:

Hourly 200.00 (M)

Entire Building

6:00 p.m. to midnight, Fri. and Sat. (set up 4:00 pm – 6:00 pm) 1,700.00 (M)

Parking Lot - in addition to building rental 400.00 (M)

Deposit 300.00 (M)

LAKE ISLAND HALL RECREATION CENTER - Meeting room : (20% discount off regular fee for Resident, Military or 1st Responder or 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups.):

Daily rate, Monday - Friday 400.00 (M)

Weekly rate, Monday – Friday, 8:00am – 5:00 pm 500.00 (M)

Continuous User:

Hourly 50.00 (M)

Deposit 200.00 (M)

One Time User:

Hourly 80.00 (M)

Deposit 200.00 (M)

Winter Park Welcome Center:

Winter Park Community Foundation Room

(includes catering kitchen, restrooms and outdoor patio):

Weekday for 1 – 4 hours, per hour 70.00 (M)

Weekday for over 4 hours, per hour 60.00 (M)

Series of 4 or more rentals for 1 - 4 hours, per hour 60.00 (M)

Series of 4 or more rentals for over 4 hours, per hour 50.00 (M)

Weekend (all day) 500.00 (M)

Note: rental rates can be reduced by 50% for one half of room

Entire First Floor (includes Galloway Foundation gallery, Welcome gallery and Winter Park Health Foundation Community Room):

Weekday (until 6:00 pm) not available

Weekday (after 6:00 pm), per hour 90.00 (M)

Weekend (all day) 750.00 (M)

Fire marshal, required to be on site for events hosting over 90 people,
per hour 25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

RECREATION FACILITY RENTAL FEES (CONTINUED)

Winter Park Welcome Center (continued):

Additional one-time fees:

Cleaning (for events over 4 hours).....	30.00 (M)
Staffing (weekdays before 9:00 am and/or after 5:00 pm), per hour.....	20.00 (M)
Staffing (weekends), per hour	25.00 (M)
 Gallery display use deposit.....	 100.00 (M)
Gallery display use cancellation fee (if cancellation is made less than thirty days in advance).....	25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

PARK FEES

DEPOSITS FOR GROUP EVENTS ARE EQUAL TO EVENT FEE

Azalea Lane Playground (20% Resident, Military or 1st Responder discount):

Small Pavilion:

Full day	60.00 (M)
Half day	35.00 (M)

Central Park:

Group Events:

Small events (less than 400 people)	
North Park or South Park	750.00 (M)
North and South Park	1100.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)
Rose Garden wedding	200.00 (M)
20% Resident, Military or 1 st Responder discount	
Deposit	100.00 (M)

Central Park West Meadows:

Group Events (fee is doubled for functions charging admission):

Small events (less than 400 people)	750.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)

Mead Garden:

Group Events:

Small events (less than 400 people)	750.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)
Amphitheater (20% resident Military or 1st Responder discount)	
Weekdays (two hours)	300.00 (M)
Weekends (two hours)	350.00 (M)
Deposit	100.00 (M)
Large Pavilion (20% resident Military or 1st Responder discount)	
Full day	125.00 (M)
Half day (open to noon or 2 pm to close)	90.00 (M)

Lake Baldwin Park:

Group Events:

Small events (less than 400 people)	750.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

PARK FEES (CONTINUED)

Set up days for event preparation.....75% of Small Event Fee (M)

Large Pavilion (20% Resident, Military or 1st Responder discount):

Full day.....90.00 (M)

Half day (open to noon or 2 pm to close).....60.00 (M)

Small Pavilion (20% Resident, Military or 1st Responder discount):

Full day.....50.00 (M)

Half day (open to noon or 2 pm to close).....30.00 (M)

Martin Luther King, Jr., Park:

Group Events:

Small events (less than 400 people)750.00 (M)

Large events (400 – 2,000 people)1,650.00 (M)

Significant events 2,001 + people2,750.00 (M)

Set up days for event preparation75% of Small Event Fee (M)

East Lawn Area (less than 200 people, hourly before dark).....29.00 (M)

Community Playground pavilion (20% Resident, Military or 1st Responder discount):

Full day.....90.00 (M)

Half day (open from noon or 2 pm to close)60.00 (M)

Ward Park:

Large Pavilion (20% Resident, Military or 1st Responder discount):

Full day.....125.00 (M)

Half day (open to noon or 2 pm to close)90.00 (M)

Howell Branch Preserve:

Large Pavilion (20% Resident, Military or 1st Responder discount):

Full day.....90.00 (M)

Half day (open to noon or 2 pm to close)60.00 (M)

Observation Deck and Tables:

Full day.....60.00 (M)

Half Day (open to noon or 2pm to close)35.00 (M)

Cady Way Park:

Group Events:

Small events (less than 400 people)750.00 (M)

Large events (400 – 2,000 people)1,650.00 (M)

Set up days for event preparation75% of Small Event Fee (M)

Shady Park:

Group Events:

Small events (less than 400 people)750.00 (M)

Large events (400 – 2,000 people)1,650.00 (M)

Set up days for event preparation75% of Small Event Fee (M)

Large Pavilion (20% Resident Military or 1st Responder discount):

Full day.....125.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

PARK FEES (CONTINUED)

Half day (open to noon or 2:00 pm to close)	90.00 (M)
Phelps Park:	
Pavilion Rental (20% Resident, Military or 1 st Responder discount)	
Full day	90.00 (M)
Half day (open to noon or 2:00 pm to close)	60.00 (M)
Small Pavilion (20% Resident, Military or 1 st Responder discount)	
Full day	60.00 (M)
Half day (open to noon or 2:00 pm to close)	35.00 (M)
Kraft Azalea Garden:	
Exedra area wedding.....	250.00 (M)
20% Resident, Military or 1 st Responder discount	
Exedra area wedding deposit	100.00 (M)
Violation of dog ordinance:	
1 st offense.....	50.00 (M)
2 nd offense.....	100.00 (M)
Open Space Park business permit (monthly):	
Twenty attendees or less.....	35.00 (M)
Over twenty attendees.....	110.00 (M)
Open Space Park Concessionaire Permit:	
Category A: Prepackaged food/beverage, no cooking.	
Per sales day per sales station.....	25.00 (M)
Per week (three day limit) per sales station.....	60.00 (M)
Per month (12 day limit) per sales station.....	150.00 (M)
Category B: Prepared Food as defined by Florida DBFR.	
Per sales day per sales station.....	50.00 (M)
Per week (three sales day limit) per sales station.....	120.00 (M)
Per month (12 sales day limit) per sales station.....	300.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

SPECIAL EVENT AND MISCELLANEOUS FEES

MISCELLANEOUS CHARGES: Rental equipment fees allocated to equipment replacement account.

Special Use permit fee	25.00 (M)
Building and Pavilion Holiday Rate	Time and ½ Regular (M)
.....	Rental Rates (M)
Facility rental building late payment fee	5% of balance due (M)
Special event application fee	50.00 (M)
Parks Alcohol Usage Request Application Fee (non-refundable).....	50.00 (M)
Sat Market Tables, each (round and rectangular, inside use only).....	8.00 (M)
LCD projector and screen.....	50.00 (M)
Wireless microphone	50.00 (M)
Pipe and Drape	50.00 (M)
Portable stage	100.00 (M)
Scoreboard renter per day, Community Center gymnasium:	
One scoreboard.....	\$20.00 (M)
Both scoreboards.....	\$30.00 (M)
Staffing (per hour)	35.00 (M)
Planning, Delivery, Setup, Pick up (per hour)	21.00 (M)
Transport Charge/Delivery Pickup.....	30.00 (M)
Crowd control fencing (per 200 feet).....	150.00 (M)
Special event trailer with tables and chairs	300.00 (M)
Equipment Rental - Per Event:	
Banquet tables (each, off site events only)	5.00 (M)
Folding chairs (each)	2.00 (M)
Podium (each)	20.00 (M)
Portable public address system	50.00 (M)
Risers 3' x 8' (each)	40.00 (M)
Riser skirts (each).....	10.00 (M)
Table skirts (each)	15.00 (M)
Tent 20' x 40'	375.00 (M)
Tent 10' x 10'	50.00 (M)
Tent 10' x 10' Fire Rated 701.....	80.00 (M)
Portable Scoreboard per day	50.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: October 1, 2017

SPECIAL EVENT AND MISCELLANEOUS FEES (CONTINUED)

Cancellation Fees:

Pavilions and Fields (no deposit is required):

Cancellation with less than 14 days notice	No refund (M)
Cancellation with 14-30 days notice	Retain 50% of rental fee (M)
Cancellation with 30-90 days notice	Retain 25% of rental fee (M)
Cancellation with over 90 days notice	\$20 processing fee (M)

Buildings*, amphitheater, park rentals (deposit is required):

Cancellation with less than 30 days notice	Retain 100% of rental fee (M)
Cancellation with 30-60 days notice	Retain deposit (M)
Cancellation with 60-90 days notice	Retain 50% of deposit (M)
Cancellation with over 90 days notice	\$20 processing fee (M)

* Except Civic Center

A double deposit is required for all functions charging admission and serving alcohol

A double deposit is required for all functions for minors charging admission

LEASE AGREEMENT

THIS LEASE AGREEMENT (THE "LEASE"), made effective this 1st day of September, 2017 by and between THE CITY OF WINTER PARK; FLORIDA, a municipality of the State of Florida, hereinafter referred to as the "Lessor", and WINTER PARK HISTORICAL ASSOCIATION, INC., a Florida not for profit corporation, hereinafter referred to as the "Lessee".

RECITALS

WHEREAS, Lessor is the Owner of certain property located at 200 West New England Avenue, Winter Park, commonly known as the "Farmer's Market"; and

WHEREAS, Lessee desires to lease from Lessor certain space in the Farmer's Market for the purpose of operating a museum thereon which will feature exhibits highlighting the history of Winter Park; and

WHEREAS, the lease of the Farmer's Market by the Lessee is for a valid public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. RECITALS. The above recitals are true and correct and form a material part of this Lease.

2. LEASED PREMISES.

a. Lessor does hereby lease unto the Lessee, and the Lessee does hereby lease from the Lessor approximately 967 square feet of space (see space outlined on floor plan attached hereto as Exhibit "A") for the purpose of operating a museum of Winter Park history at 200 West New England Avenue, Winter Park, Florida 32789, hereinafter referred to as the "Premises".

b. The Lessee, its employees, visitors, invitees, and agents shall have the right to use, in common with others entitled thereto, parking areas, service roads, service areas, loading facilities, sidewalks, and public hallways and such other areas as are designed for common use, subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by the Lessor.

3. USE OF LEASED PREMISES.

a. Lessee shall use the Premises to operate a museum which features exhibits relating to the history of Winter Park.

b. Lessee shall use the premises only for lawful purposes.

c. Lessee shall not use the Premises for any purpose not set forth herein, without the prior written consent of the Lessor.

d. Lessee may not use, or permit using, the Premises in any manner that will cause a cancellation of, or an increase in, the existing rates for fire, liability, or other insurance policies covering the Premises or any improvements on them, or insuring Lessor for any liability in connection with owning the Premises.

e. Lessee may not use, or permit using, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or for any illegal purpose. Lessee, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Premises.

4. TERM

This Lease is for a term of two and one half (2 1/2) years commencing on September 1, 2007 and ending at midnight on March 31, 2020.

5. PREMISES; ALTERATIONS

Lessee agrees to accept the Premises in the condition it is in on the commencement date of this Lease. Any additions or upgrades to the Premises performed by Lessor must be approved in writing in advance by the Lessor and shall be at the sole cost and expense of Lessee.

6. PAYMENTS.

a. Lessee will pay Lessor \$1.00 per year, from the beginning of the lease term and throughout the original lease term, in advance on the first day of each year. Lessee shall have the right to prepay the entire rent for the entire term of the Lease, upon execution of this Lease or any time thereafter.

b. Lessee shall be billed for its pro-rata share of the costs of the alarm system directly by the alarm company on a monthly basis.

c. No charge for electric, telephone, water or sewer service will be billed to Lessee.

d. Lessee shall be solely responsible for any ad valorem taxes and/or assessments which may be assessed against the premises during the term hereof.

7 . MAINTENANCE AND IMPROVEMENTS.

a. Lessor shall be responsible for repair and maintenance of the exterior of the premises and its structural components including the landscaping, foundation and roof thereof.

b. Lessee, at its own expense, shall be responsible for maintaining the interior of the Premises in good repair, ordinary wear and tear excepted, and repairing mechanical devices and improvements in place at the time of commencement of this Lease, or installed by the Lessor during the term of this Lease including, but not limited to, electrical fixtures and wiring, air conditioning, locks, interior painting, door and window frames and glass.

c. After ten (10) days' written notice by the Lessee, the Lessor shall make necessary repairs under subparagraph a. to the Premises, except where the repair has been made necessary by misuse or neglect by Lessee or Lessee's agents, visitors or licensees.

d. At the expiration or termination of this Lease, Lessee shall, at Lessee's expense:

1) Remove all of Lessee's personal property and improvements;

2) Repair all injury done by or in connection with the installation or removal of the property and improvements; and

3) Surrender the Premises to the Lessor in a condition equal to that existing at the time of commencement of this Lease, ordinary wear and tear excepted.

e. All improvements made by Lessee to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Lessor upon installation.

f. All partitions and other appliances placed in the Premises by the Lessor shall remain the property of the Lessor at all times during and after the term hereof.

8. ASSIGNMENT AND SUBLETTING.

Lessee may not assign this lease or any interest therein, or sublet the Premises, without the prior written consent of the Lessor. If Lessor consents in writing to an assignment, sublease or other transfer of all or any Lessee's rights under this Lease, the assignee or subtenant must assume all of Lessee's obligations under this Lease, and Lessee will remain

liable for every obligation under the lease.

9 . LESSOR 'S ACCESS TO LEASED PREMISES .

Lessor shall have the right to enter upon the Premises at all reasonable times after prior notice to Lessee for the purpose of inspecting the same, or exhibiting the same to prospective purchasers or lessees, or for the purpose of making repairs or alterations to the Premises or any other portion of the building or for any other purpose(s) contemplated under this Lease. In exercising this right the Lessor shall not materially interfere with Lessee's use of the Premises.

10 . DAMAGE TO LEASED PREMISES .

a. If the Premises shall be damaged by fire or other causes, without the fault or neglect of the Lessee, its employees, agents, visitors or licensees, and is reasonably usable for the purposes for which they are leased under this Lease, the Lessor, at its own expense, shall promptly commence to repair and restore the Premises to the same condition that existed at the commencement of this Lease.

b. If the Premises are damaged to the extent that the Premises shall not be reasonably usable for the purposes for which they are leased under this Lease, then Lessee may, no later than fifteen (15) days following the damage, give the Lessor a notice of election to terminate this Lease.

c. In the event this Lease is terminated as provided in Section (b) above, the effective date of termination shall be set forth in the notice, and Lessee shall surrender possession of the Premises within a reasonable time thereafter.

11 . CONDEMNATION .

a. If, during the lease term or any extension or renewal of it, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Premises.

b. If less than all, but more than ten percent (10%) of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving Lessor written notice within thirty (30) days after the entity exercising the power of condemnation takes possession of the condemned portion.

c. If the Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Premises is condemned, this Lease will not terminate, but Lessee may, at its sole expense, restore and reconstruct the building and other improvements situated on the Premises to make them reasonably tenantable and suitable for the uses for which the Premises are leased. The fixed rent payable under this Lease will not be adjusted equitably during the unexpired portion of this Lease.

d. Lessor and Lessee are each entitled to receive and retain such separate awards and portions of lump-sum awards as are allocated to their respective interests

in any condemnation proceedings. The termination of this Lease will not affect the rights of the respective parties to the awards.

12. TERMINATION.

a. This Lease may be terminated at any time by mutual written consent of the parties.

b. Either party may terminate this Lease without cause upon giving thirty (30) days prior written notice to the other party. Said notice shall be delivered by certified mail, return receipt requested, telegram or in person with proof of delivery.

13. CONSTRUCTION LIENS.

a. Lessee will not permit any construction or mechanic's liens to be placed upon the Premises or improvements on the Premises. Lessee will cause any construction or mechanic's lien that is filed on the Premises or on improvements located on the Premises to be discharged of record within 30 days after notice of the filing or imposition by payment, deposit, bond, order of court of competent jurisdiction, or as otherwise permitted by law. If default in discharge of the lien continues for 30 days after Lessor's written notice to Lessee, Lessor may, at its option, discharge the lien or any portion of it without inquiring into its validity by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings, or as otherwise permitted by law. Any amounts Lessor pays or incurs to remove a construction or mechanic's lien caused by Lessee to be filed against the Premises or improvements on them, including expenses and interest, are due from Lessee to Lessor and must be repaid to Landlord immediately on rendition of notice.

b. Lessor's interest in the Premises is not subject to mechanics' liens for improvements made, or contracted for, by Lessee. Lessee must give written notification to all contractors making any improvements on the Premises this lease provision.

14. INSURANCE.

a. Lessee covenants and agrees that Lessee shall during the term of this Lease at Lessee's own cost and expense, maintain and provide general liability insurance for the benefit and protection of the Lessor and the Lessee in an amount not less than

\$250,000.00 for injury to any one person; not less than \$500,000.00 for injuries to more than one person; and in an amount not less than \$100,000.00 for property damage; arising out of any one accident or occurrence. Said policy of insurance shall cover the Premises and the Lessor shall be named as a co-insured under said policy. A certificate of said insurance shall be delivered to the Lessor at, or prior to the commencement of the term hereof, together with proof of payment of the premium thereon, and shall contain thereon an undertaking by the insurer to give the Lessor not less than ten (10) days' written notice of any cancellation or change in the scope of coverage of such policy. Lessee shall also be responsible for insurance coverage on its personal property located on the Premises.

b. Lessor shall provide insurance coverage pursuant to its insurance

program.

15 . LIABILITY.

a. The parties shall be liable for claims, damages, losses and expenses arising out of or resulting from the performance of or failure to perform their respective obligations or responsibilities under this Lease.

b. Lessee shall not be liable for any claims, damages, losses and expenses, including reasonable attorneys' fees arising out of, resulting from or in any way connected with the Lessor's performance of or failure to perform its obligations or responsibilities under this Lease.

c. Lessor shall not be liable for any claims, damages, losses or expenses, including reasonable attorneys' fees arising out of, resulting from or in any way connected with the Lessee's performance of or failure to perform its obligations or responsibilities under this Lease.

d. Lessor and Lessee, respectively, will take all reasonable precautions for, and will be responsible for maintaining, the safety of all persons and property affected by, or involved in, the performance of their respective obligations and responsibilities under this Lease.

e. Lessee agrees to indemnify and save the Lessor harmless against any and all claims or demands of all persons whatsoever for damages, and the costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from the conduct or management of the museum operated by the Lessee on the Premises or from any default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to the terms of this Lease, or from any act of negligence of the Lessee or any agent, contractor, servant, or employee of the Lessee in or about the Premises. This paragraph survives the expiration or earlier termination of this Lease.

16. 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 public health unit.

17 . DEFAULT.

a. It is mutually agreed that in the event the Lessee shall default in any of the payments set forth herein and fails to correct such default within twenty (20) days after written notice thereof from Lessor, or if Lessee shall be in default in performing any of the terms or provisions of this Lease other than the provisions pertaining to the payments set forth herein and fail to cure such default within thirty (30) days after written notice thereof from Lessor, Lessor may terminate this Lease immediately. The Lessor may at any time thereafter resume possession of the Premises by lawful means.

b. If the Lessor shall default in the performance of its obligations herein and fails to cure such default within thirty (30) days after written notice thereof from Lessee, Lessee may terminate this Lease as provided in the notice. Upon such termination, Lessee shall within a reasonable period surrender possession of the Premises to Lessor and remove all of Lessee's effects therefrom. The Lessor may at any time thereafter resume possession of the Premises by lawful means.

c. If the Lessee deserts or vacates the Premises, or fails to make the payments set forth herein, the Lessor may enter and resume possession of the Premises by lawful means without being liable for any prosecution or damage therefor.

d. The Lessor, upon resuming possession of the Premises as provided herein, may relet the Premises and receive payments therefor.

18 . WAIVER OF BREACH.

Waiver of the breach of any covenant or condition of this Lease shall not be deemed to be a waiver of breach of any other covenant or condition of this Lease, or of a subsequent breach of the waived covenant(s) or condition(s).

19. NOTICES.

a. All notices to either party shall be given by certified mail, return receipt requested, telegram or in person with proof of delivery.

b. Notices to the Lessee shall be submitted to all of the following:

President
Winter Park Historical Association, Inc. Post Office
Box 51
Winter Park, Florida 32790

c. Notices to the Lessor shall be submitted to:

Business Operations Manager
City of Winter Park
721 W. New England Avenue
Winter Park, Florida 32789

City Manager
City of Winter Park
401 Park Avenue South
Winter Park, Florida 32789

d. Either party may change the address to which notices are to be sent by sending written notice of the new address to the other party in accordance with this section.

20. QUIET ENJOYMENT.

Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforesaid free from disturbance by the Lessor or anyone claiming through, by or under the Lessor.

21. ENTIRE AGREEMENT.

The entire agreement between the parties with respect to the subject matter herein is contained in this Lease. No other agreement, oral or written, regarding the subject matter herein shall be deemed to exist or to bind the parties hereto.

22. SUCCESSION.

All covenants and conditions herein contained shall be binding upon and shall inure to the benefit of successors in interest and assigns of the parties hereto.

23. COMPLIANCE WITH APPLICABLE LAWS.

The parties shall comply with all applicable federal, state and local laws, rules, orders, and regulations, pertaining to their performance under this Lease.

24. AMENDMENTS TO AGREEMENT.

The conditions and covenants of this Lease shall not be amended or modified other than in writing duly signed by the parties hereto. The parties agree to renegotiate this Lease if revision of any applicable laws or regulations make changes in this Lease necessary.

25. VALIDITY.

The validity, interpretation, construction and effect of this Lease shall be in accordance with and be governed by the laws of the State of Florida, to the extent not pre-empted by or in conflict with applicable laws of the United States of America. In the event any provision hereof shall be finally determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Lease, which shall remain in full force and effect.

26. ATTORNEYS' FEES AND COSTS. If, as a result of either party's breaching this Lease, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

27. TIME OF ESSENCE.

Time is of the essence of this agreement.

28. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Lease on the dates indicated below.

ATTEST:

By: _____

**WINTER PARK
HISTORICAL
ASSOCIATION, INC.**

BY: _____

Date: _____

THE CITY OF WINTER PARK, FLORIDA

ATTEST:

By: _____

BY: _____

Date: _____



Agenda Item Summary

Orlando Magic Ticket Tree - Orlando Magic will be giving away free game day tickets in Central Park.

Summary:

Background:

ATTACHMENTS:

Description

Orlando Magic Application

Orlando Magic Ticket Tree

Upload Date

8/24/2017

8/24/2017

Type

Cover Memo

Cover Memo

**CITY OF WINTER PARK
PARKS AND RECREATION DEPARTMENT
PARK USE APPLICATION**



Park Requested:	Central Park	Email: swilkenson@orlandomagic.com	
Organization Name:	Orlando Magic		
Contact Name:	Staci Wilkenson		
Address:	8701 Maitland Summit Blvd. Orlando, FL 32810		
Work Phone:	407-916-2654	Home Phone:	Cell Phone: 256-724-1161
Organization Status:	Profit: <input checked="" type="checkbox"/>	Registered Non-Profit: <input type="checkbox"/>	If so, what type?
Tax Number		Other (specify)	
Proposed Event Date:	Saturday, September 16, 2017	Second Choice:	
Event Time	10am-1pm	Set up time	8am
		Break Down Time:	1pm
Are dates/times flexible?	No	Alternate Dates:	
Type of Event		Is this a Fundraiser?	No
Describe Event in Detail:	Orlando Magic Season Launch Ticket Tree		
(Attach detailed outline)			
Area of Park Requested:	South end corner of the park near Park Avenue & Christmas Tree		
Stage?	No	List Electricity Requirements?	Electric for DJ
Expected size of Crowd:		Estimated Parking Requirements?	2 spots near by for Orlando Magic branded vehicle
Will there be amplified music?	Yes	If Yes, type:	DJ
Amplified Voices:	Yes	If Yes, type:	Microphone
Are you proposing tents:	Yes	If Yes, type:	10x10
***The use of tent stakes is Strictly Prohibited. Tents must be secured with weights.			
Is the consumption of alcoholic beverages requested?	No	If yes, will it be sold?	N/A
Are you proposing to sell anything?	No	T-shirts?	No
		Posters?	No
Other (describe):			
Are you proposing food sales?	No	If Yes, type:	N/A
Describe in detail?	N/A		
Will there be displays?	Yes	If Yes, type:	Orlando Magic artwork display
Are banners/signs requested?	Yes	If Yes, type:	Signage describing event
Describe banners/signs in detail. What will they say and how many:			
Please note that the display banners and signs severely limited and subject to zoning and park regulations.			
Will there be booths:		If Yes, type:	
Describe booth contents and numbers in detail:			
What Sanitation Facilities are planned?			
Central Park has no restrooms. The City of Winter Park requires two portalets per 300 people if no food or drink is on site. If there is food and/or drink on site, two portalets per 125 people are required. The City does not provide portalets.			
What Clean up Arrangements will be made?	We will remove all items from the park at duration of event		
Have you held this event in the past?	Yes	Where?	Lake Eola
Size of Crowd at previous event?	200	Date of Last Event?	September 2016
Name and Phone Number of location official at Last Event:	Stephanie Kobrin, City of Orlando 407-246-2378		
How will event be advertised/marketed?	Social Media, Press Release, OrlandoMagic.com		
How many event staff members will you provide, describe duties:	10 - Magic Full Time Staff, DJ, Dancers, Magic Street Team		

The City of Winter Park charges a fee for Park use, see fee schedule. Further, a deposit equal to the fee is required and is refundable subject to the condition of the park post event. A certificate of insurance may also be required.

"By execution hereof, the undersigned releases and discharges and agrees to hold harmless the City of Winter Park from any and all claims, demands, action, or right of action arising out of or by reason of the use of City Owned Facilities, except due to the sole negligence of the City"

By signing below, client acknowledges receipt of and understanding of facility rules and regulations on a separate sheet.

8/23/17

TYPED NAME INDICATES SIGNATURE

DATE

For Office Use Only:	Parks and Recreation Board Agenda Date (if needed)		
Dep Ck #	Parks and Recreation Board Approval: _____ If Yes, list conditions of approval if any: _____		
Deposit Rec #			
Dep Date:	Rental Fee Receipt #:	Check Number:	Date Paid
Refunded	Comments:		
Retained:			
Date Ref/Ret:	STAFF SIGNATURE:	DATE:	



Ticket Tree @ Central Park in Winter Park
Saturday, September 16th, 2017
Time: 10:00am – 1:00pm

EVENT DETAILS

- **Event Contacts:** Staci Wilkenson, Orlando Magic – 256.724.1161
- **Purpose:**
 - Promote tickets on sale September 18th
- **Details:**
 - Guests will tweet/instagram event hashtag and City of Winter Park Hashtag (#WinterParkFla) to get into line to pull tickets that are hanging on tree. Tickets will be hanging at all levels of the branches.
- **Location:**
 - Central Park – Winter Park
 - Southeast Corner near Park Avenue and Farmer's Market
- **Parking:**
 - Magic Vehicle – On-Site
- **Orlando Magic Staff/Talent:**
 - Marketing – Staff
 - DJ D-Strong
 - Orlando Magic Entertainment Crew
 - Ticket sales representative
- **Communication Plan:**
 - Social Media #PureMagic
 - Pre-event Promotion at orlandomagic.com/tip-off
 - Press Release
- **Supplies**
 - Ladder
- **Schedule of Events:**
 - **Sunday, September 17th, 2017**
 - 8:00am – 9:30am: load in/set up/hang tickets
 - 9:00am – 11:00am: event promotion around Central Park/Farmer's Market
 - 10:00am – 1:00pm: event execution
 - 1:00pm – 2:00pm: event breakdown

2016 Ticket Tree Recap Video

<http://www.nba.com/magic/videos/ticket-tree-orlando-magic-lake-eola-2016/>



Agenda Item Summary

Dog On it Agility Events - Three Annual Dog On It events at Cady Way Park

Summary:

Background:



Agenda Item Summary

Scoreboard Advertisement Agreement -

Summary:

Background:

ATTACHMENTS:

Description

Advertisement Agreement

Advertisement Application

Upload Date

8/24/2017

8/24/2017

Type

Cover Memo

Cover Memo



City of Winter Park

Scoreboard Panel Advertising Agreement - Showalter Stadium

This Scoreboard Panel Advertising Agreement (the “Agreement”) is made this _____ day of _____, 20____ by and between The City of Winter Park, Florida (the “City”) and _____ (the “Advertiser”). The Advertiser and City agree as follows:

1. Dimensions / Fees / Term / Location.

(a) Option. Check one of the four available options below for combination of sign size and Agreement term with the corresponding fee:

	Size of Sign	Advertising Fee	Term of Agreement
_____	3’h x 4’w	\$10,000 / year	1 year (August 1 through July 30 – Prorated)
_____	4.5’h x 5’w	\$15,000 / year	1 year (August 1 through July 30 – Prorated)
_____	3’h x 4’w	\$8,000 / year	2 year (August 1 through July 30 – Prorated)
_____	4.5’h x 5’w	\$13,000 / year	2 year (August 1 through July 30 – Prorated)

(b) End Date and Proration. If the one-year term is selected, this Agreement terminates on July 30th of the year following the year this Agreement is executed. If the two-year term is selected, this Agreement terminates on July 30th of the second year following the year this Agreement is executed. The Advertising Fee shall be prorated accordingly based on the date of execution.

(c) Location. The location of the sign containing Advertiser’s advertisement is designated as space number _____ on the drawing attached hereto as Exhibit “A,” which is incorporated and made a part of this agreement. The location of the sign is at the City’s sole discretion and may be relocated by the City at any time.

(d) Payments Due. The amount of \$ _____, representing the first year of Advertising Fees (as prorated), is due to the City upon execution of this Agreement. The City shall have no obligations under this Agreement until it receives the total amount due. For agreements exceeding one year, payment for the second year is due on August 1st of the following year.

(e) Dimensions. The dimensions listed above are based on approximations provided by the scoreboard distributor and are not guaranteed.

2. Sign and Advertisement Preparation/Installation.

(a) Sign Preparation/Installation. City shall be responsible for preparing and installing the physical sign embodying Advertiser's advertisement as approved by the City. The costs for such initial preparation and installation are included in the Advertising Fee. The City shall not prepare or install a sign until it has approved the proposed advertisement. Signs prepared by the City shall be and remain the sole property of the City.

(b) Design. Advertiser shall be responsible for designing the advertisement at its sole expense, and for obtaining and conveying to the City, at Advertiser's sole expense, all drawings, specifications, illustrations and art work (collectively "Design Documents") which are necessary, as determined by the City in its sole discretion, for the City's review of the advertisement, and if the City approves the advertisement, the City's preparation and installation of the sign, and which Design Documents are subject to review and approval by the City.

(c) Design Document Requirements. Design Documents must be conveyed to the City in electronic format, which may include file formats EPS, PDF, PSD, and JPG. Design Documents must have an image resolution of at least 300 dpi or Press Quality (PDF). In addition, Design Documents must meet the following requirements: 1) must have minimum 1/8" bleed; 2) placed art must be embedded; 3) spot colors must be converted to CMYK (Illustrator EPS); and 4) all fonts must be converted to outlines or provided.

(d) Sign Changes. Advertiser may request the City to make changes to the advertisement during the term if this Agreement, subject to the City's approval, and all costs and expenses necessary or incidental thereto, including the City's preparation and installation costs, shall be borne solely by Advertiser.

(e) Installation Time. The City estimates but does not guarantee an installation time of approximately four (4) weeks from execution of this Agreement.

3. Advertisement Requirements.

(a) City Approval. All advertisements are subject to approval by City Staff in accordance with the requirements of this Agreement. City Staff may approve the advertisement at any time before, simultaneously with, or after the execution of this Agreement. If, after execution of this Agreement, the parties are unable to agree upon an advertisement that is acceptable to the City, either party may terminate the Agreement immediately in writing and the City shall refund any Advertising Fees paid.

(b) Information Allowed. Advertisements may include logo, website, and other pertinent information. The City reserves the right to cut information if needed. Phone numbers are not permitted.

(c) Restrictions. Advertiser acknowledges that Showalter Field is a venue that caters to families and children, and that scoreboard advertising is intended to promote activities, programs, products, services, and messages that are consistent with a wholesome family environment. Accordingly, advertisements shall not contain, reference, depict, or advertise the following:

- (i) Topics, images, or language that are lewd or sexual in nature, whether explicit or implicit, including double entendres;
- (ii) Services and products involving massage or nudity;
- (ii) Domestic and other types of violence;
- (iii) Curse words and other offensive language;
- (iv) Tobacco, alcohol, recreational drugs, contraceptive products, personal hygiene products, and any other products related to the foregoing.
- (v) Political advertisements or commentary, political candidates, and political issues, regardless of any viewpoint expressed.
- (vi) Activities, products, services, and topics that are not consistent with a family-friendly environment.

(d) *Aesthetics and Quality*. The aesthetics and quality of any advertisement, including without limitation design elements, color, production value of video advertisements, and other elements bearing on aesthetics, must be consistent with the aesthetic values and high-quality image of the City of Winter Park and its facilities, in the City's sole discretion.

4. Video Display. In addition to the physical sign prepared and installed on the scoreboard by the City, the City shall run, with no additional advertising fee, at least one video advertisement by Advertiser on the video display portion of the scoreboard during all events at Showalter Stadium at which the video display is utilized in relation to the event being held there. Advertiser is responsible for all costs and expenses related to the development of the video advertisement and conveyance thereof to the City, and the video advertisement is subject to approval by the city and the requirements of Section 3 of this Agreement. Maximum run time for video advertisements is three (3) minutes. Video Advertisements must be provided to the city on a thumb drive in an appropriate format, which the City may designate in its sole discretion.

5. Warranties / Indemnification.

(a) The City makes no warranty or representation with respect to the suitability or effectiveness of Showalter Field, its scoreboard and video display, or any service performed by the City under this Agreement, for promoting any service, product, activity, program, or message of Advertiser or any other person or entity.

(b) Advertiser warrants that it is fully authorized under the law to use and display, and to authorize the City to use and display as provided in this Agreement, any and all images, words, phrases, information, designs, logos, names, trademarks, artwork, and any other forms of expression whatsoever contained in any advertisement displayed by the City under this Agreement.

(c) User hereby indemnifies and agrees to hold harmless the City and its elected and appointed officials, employees, and agents, from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs, and other liabilities, meritorious or not, including without limitation litigation costs and attorney's fees for trials and appeals,

claimed or asserted by or on behalf of any person arising from an act or omission of Advertiser or its agents, officers, employees, or contractors related to this Agreement, or the content of any advertisement displayed by the City under this Agreement, including but not limited to violations of laws related to copyright, trademark, trade secret, or any other law whatsoever.

6. General Provisions.

(a) Relationship of Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between parties, nor as indicating any support or approval or promotion by the City of the Advertiser or its products, services, activities, programs, or message.

(b) Default. Should either party breach any of the covenants or provisions of this Agreement, such party shall be considered in default under the terms of this Agreement. In such case, the non-defaulting party shall provide written notice to the defaulting party detailing the default and granting the defaulting party fifteen (15) days to remedy the default. Should the defaulting party remedy the default within the specified time limits, the party shall not be considered in default under terms of the Agreement. Otherwise, the non-defaulting party may immediately terminate this Agreement upon written notice and seek any remedy that may be available in law or equity..

(c) Right to Terminate. Either party may at any time terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice. City may immediately terminate this Agreement for failure of the Advertiser to comply with the terms and conditions of this Agreement. In the event that athletic events are permanently discontinued at Showalter Stadium, as a result of a shortfall in state or other funding or for any other reason, this Agreement shall immediately terminate.

(d) Nondiscrimination. The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, sexual orientation, national origin, religion, or disability in their performance under this Agreement.

(e) Final Agreement / Modifications. This Agreement sets forth the entire agreement between the parties with respect to its subject matter and supersedes any and all prior negotiations, understandings, promises, and statements. This Agreement may not be modified except by means of a writing executed by both parties. This Agreement and the rights and privileges granted under the Agreement may not be assigned or transferred without the written consent of both parties.

(f) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party against whom it is asserted. Any waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in writing. Failure to enforce a right under this Agreement shall not be deemed a waiver of such right.

(g) Sovereign Immunity. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes, by the City.

(h) No Public Forum. In allowing and facilitating private advertisements upon the Showalter Stadium scoreboard and video display, it is not the City's intent to create or designate such scoreboard or video display as a public forum of any kind or degree. The City's express purpose is limited to 1) increasing City revenue via rental fees for use of the City's property in the City's proprietary capacity and

2) providing an outlet for businesses and individuals to promote products, services, activities, programs, and other matters that are consistent with and contribute to a wholesome family atmosphere.

(i) No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto. No right, remedy, cause of action or claim shall accrue to the benefit of any third party who is not one of the parties executing this agreement.

(j) Headings. The headings or captions of sections or subsections used in this Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they intended to affect the construction of or to be taken into consideration in interpreting this Agreement.

(k) Severability. If any provision, term, paragraph, subparagraph, clause, or sentence of this Agreement is deemed void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect unless such would frustrate the purpose of this Agreement.

(l) Effective Date. This Agreement shall take effect on the date last executed by the parties.

(m) Governing Law; Venue. This Agreement is governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Orange County, Florida.

(n) Notice. Contact information for the purposes of written notice under this Agreement shall be as follows:

For the City:

City of Winter Park

c/o City manager

401 Park Avenue South

Winter Park, FL 32789

For the Advertiser:

(AGREEMENT CONTINUES ON NEXT PAGE)

Advertiser (Company Name)

Address

City of Winter Park
401 South Park Avenue
Winter Park, FL 32789

City State Zip

City Representative

Signature of Authorized Representative

Date

Printed Name

Title

Date

Total amount for advertisement commitment \$_____

Method of Payment

☐ Cash ☐ Check ☐ Visa ☐ MC

Credit Card # _____ Expiration Date _____



Showalter Stadium

Scoreboard Panel Advertising Application

*Please print clearly if not typed. Complete all fields.
Email: recreation@cityofwinterpark.org Fax: 407-599-3454
Mail to: 721 W. New England Ave. Winter Park, FL 32789

Application Request Date _____

Business/Individual Name _____

Contact Name _____

Address _____

Phone _____ Email _____

Requested Panel

- | | |
|--|---------------------------|
| <input type="checkbox"/> Large Panel Advertising (4.5'x5') | \$15,000 / year (1 Year) |
| <input type="checkbox"/> Large Panel Advertising (4.5'x5') | \$13,000 / year (2 Years) |
| <input type="checkbox"/> Small Panel Advertisement (3'x4') | \$10,000 / year (1 Year) |
| <input type="checkbox"/> Small Panel Advertisement (3'x4') | \$8,000 / year (2 Years) |

By signing below, applicant acknowledges that this application does not reserve a panel at Showalter Stadium nor constitute a contract between the applicant and the City of Winter Park. After the Parks Recreation Department has received this form, and based upon panel availability and other considerations, an Advertising Agreement may be sent to the contact listed above. Panel rental will not be confirmed unless and until an Advertising Agreement is approved and executed by the applicant and City and payment is received by the City.

All advertisements are subject to approval by the City and are subject to certain requirements and restrictions as described in the Advertising Agreement.

Advertisement representative signature

Date

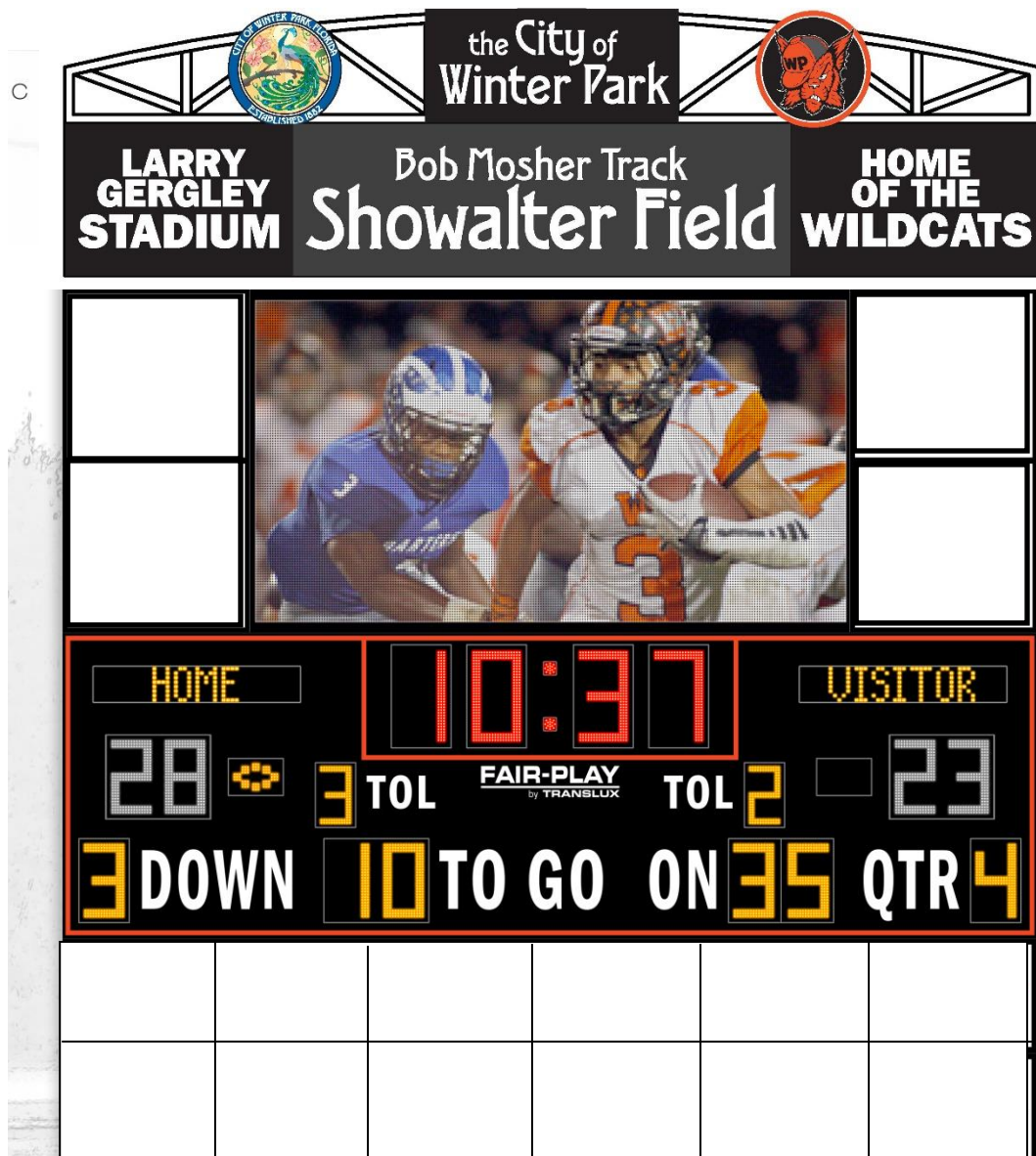
Scoreboard Panels

Large Panel Advertising*

- 4.5' x 5' full-color advertisement
- 3-minute max video screen advertisement during all video use
- Professional graphic design services

Small Panel Advertisement*

- 3' x 4' full-color panel advertisement
- 3-minute max video screen advertisement during all video use
- Professional graphic design services



As many of you know, there has been a couple key changes in the management of the Parks and Recreation Department. After 21 years, Director John Holland has elected to retire and, after 32 years, Assistant Director Brenda Moody has accepted a position in the Public Works Construction Management Department. Both of these department leaders will be greatly missed.

It is important now that any and all correspondence and contact that would have normally been directed toward John or Brenda is now sent to me or brought to my attention so that I can be sure that there is continuity in services. My contact information is as follows: office: 407-599-3276; cell: 321-436-9469; email: rmoore@cityofwinterpark.org.

The Parks and Recreation Department is a cohesive team with Chiefs and Managers who work very well together. Brenda's former position will not be refilled and Managers Leif Bouffard and Jason Seeley and I will be redistributing those duties. Assistant City Manager, Michelle Neuner, will also act in the role of the department director until such time as the director position is posted and filled.

Again, we wish John and Brenda all the best. Our department will continue to serve our residents and customers to our well established standards.

Ron Moore, Assistant Director



Agenda Item Summary

WPHS First Football Home Game -

Summary:

Background: