

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Seminole Baseball Lease Agreement

**DEPARTMENT:** Library & Leisure Services      **DIVISION:** Administration

**AUTHORIZED BY:** *J. Suzy Goldman*      **CONTACT:** J. Suzy Goldman      **EXT.** 1600

<b>Agenda Date</b> <u>12/20/05</u> <b>Regular</b> <b>Consent X</b> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute lease agreement with Seminole Baseball, Inc. for the rights to facilities at Soldier's Creek Park through June 30, 2006. (District 2 – Commissioner Morris)

**BACKGROUND:**

In June of 1994 the County entered into a 10 year lease agreement with Seminole Baseball, Inc. for the use of fields at Soldier's Creek Park. The term of the agreement ended on April 8, 2004 with the option of an additional ten year renewal period. Due to the changing recreational needs of the County, the lease was renewed through December 31, 2005. As plans for the use of Soldiers Creek Park are not yet finalized, a new agreement is requested through June 30, 2006. This will allow for baseball programs to continue while the master plan and the Request for Proposal (RFP) process are completed.

<b>Reviewed by</b> <b>Co Atty:</b> <u><i>MS</i></u> <b>DFS:</b> _____ <b>Other:</b> _____ <b>DCM:</b> <u><i>SS</i></u> <b>CM:</b> <u><i>JSG</i></u>  <b>File No.</b> <u>CLLA02</u>
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**LEASE  
SEMINOLE COUNTY AND SEMINOLE BASEBALL INCORPORATED**

**THIS LEASE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD", and **SEMINOLE BASEBALL INCORPORATED**, whose mailing address is Post Office Box 180662, Casselberry, Florida 32707-0662, hereinafter referred to as "TENANT".

**W I T N E S S E T H:**

**WHEREAS**, the TENANT has operated organized youth recreational baseball activities within the LANDLORD's public park for many years under lease with the LANDLORD; and

**WHEREAS**, the TENANT has successfully provided youth baseball activities, maintained the premises and made improvements on the premises; and

**WHEREAS**, the parties desire to enter this Lease to enable both parties to continue to enjoy the mutual benefits and continued youth baseball activities provided to the residents of Seminole County,

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the LANDLORD and TENANT agree as follows:

**Section 1. Leased Premises.** The LANDLORD grants to TENANT and the TENANT accepts the exclusive use for youth baseball activities and occupancy of the following described land:

THE SOUTH 315.4 FEET OF LOT 16, LYING WEST OF SANFORD-OVIEDO ROAD, IN SHUMAN'S ADDITION TO EUREKA HAMMOCK, PLAT BOOK 2, PAGE 53, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY; ALSO THE

SOUTH 315.4 FEET OF LOT 47 OF SPRINGS HAMMOCK, PLAT BOOK 2, PAGES 2 THROUGH 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY; THE EAST 310 FEET OF THE SOUTH 310 FEET OF LOT 46, SPRING HAMMOCK, AND THE NORTH 240 FEET OF GOVERNMENT LOT 3, SECTION 27, TOWNSHIP 20 SOUTH, RANGE 30 EAST, LOCATED WEST OF STATE ROAD 419; LESS THE WEST 350 FEET OF GOVERNMENT LOT 3, SECTION 27, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA. SAID PARCEL CONTAINS 13.54 ACRES MORE OR LESS.

**Section 2. Term.** This lease shall become effective on December 31, 2005 and shall run through June 30, 2006.

**Section 3. Rental.** The TENANT shall pay rent for the said premises during the continuance of this Lease at the rate of ONE AND NO/100 DOLLARS (\$1.00), payable in advance. The rent shall be payable upon execution of this Lease.

**Section 4. Improvements and Alterations.** The TENANT shall not make any improvements, changes or alterations to the leased premises, with the exception of fixtures removable without damage to the premises and movable personal property. Such fixtures shall be the property of LANDLORD without compensation to the TENANT and remain on the premises at the expiration or sooner termination of this Lease. However, LANDLORD shall have the option, to be exercised on expiration or sooner termination of this Lease, to require TENANT to remove any or all such fixtures.

**Section 5. Use of Leased Premises.**

(a) LANDLORD covenants that TENANT shall have the quiet possession and enjoyment of the demised premises for such lawful use as it may desire to make thereof in connection with or incidental to TENANT's youth baseball activities. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of applicable local governments; it shall not use or keep any substance or material in or about the demised premises which

may vitiate or endanger the validity of the insurance on the buildings or increase the hazard of risk, and it shall not permit any nuisance on the demised premises.

(b) The use of the premises for youth baseball activities is limited to organized youth baseball activities sponsored by TENANT as a designated usage within the LANDLORD's public park. The TENANT shall at its own cost develop programs necessary to fulfill TENANT's youth baseball activities. TENANT shall obtain all licenses and permits necessary for its use.

(c) TENANT is solely responsible for maintenance of the premises and the scheduling of all events and activities related to TENANT's use.

(d) TENANT agrees that its youth baseball activities, events and schedules will not discriminate against any person or group because of race, color, religion, disability or national origin.

(e) TENANT agrees to comply with all rules and regulations for use of LANDLORD's parks.

**Section 6. Utilities.** TENANT shall provide and pay for all lights, gas, electrical current, telephone charges, water and sewers used anywhere in, on or about the demised premises, and shall pay the charges made therefor by the suppliers thereof promptly when due.

**Section 7. Assignment and Subletting.** The TENANT shall not assign or sublet the leased premises, or any part thereof, without first obtaining the written consent of the LANDLORD.

**Section 8. Installation and Removal of Equipment.** The TENANT shall have the right to move and install on the premises equipment and other items necessary for its use of the premises. All fixtures on the premises furnished by the LANDLORD shall remain the property of the LANDLORD and shall not be removed by the TENANT. All equipment and property placed by the TENANT at its own expense in, on or about the

leased premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the TENANT and the TENANT shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment and property.

**Section 9. Hold Harmless.** TENANT agrees to hold harmless, indemnify, and defend the LANDLORD, its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the use of the premises or exercise of this Lease.

**Section 10. Insurance of Leased Premises.**

(a) General. The TENANT shall at the TENANT's own cost, procure the insurance required under this Section.

(1) Before taking possession of the leased premises, the TENANT shall furnish the LANDLORD with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability and Property Insurance). The LANDLORD, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the LANDLORD shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the TENANT, the TENANT shall provide the LANDLORD with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Lease and that the insurance is

in full compliance with the requirements of this Lease. In lieu of the statement on the Certificate, the TENANT shall, at the option of the LANDLORD submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Lease and that the insurance is in full compliance with the requirements of this Lease.

(3) In addition to providing the Certificate of Insurance, if required by the LANDLORD, the TENANT shall, within thirty (30) days after receipt of the request, provide the LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the LANDLORD or failure to disapprove the insurance furnished by TENANT shall relieve the TENANT of the TENANT's full responsibility for performance of any obligation including TENANT's indemnification of LANDLORD under this Lease.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Lease must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Lease, an insurance

company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the TENANT shall, as soon as the TENANT has knowledge of any such circumstance, immediately notify the LANDLORD and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Lease. Until such time as the TENANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the TENANT shall be deemed to be in default of this Lease.

(c) Specifications. Without limiting any of the other obligations or liability of the TENANT, the TENANT shall, at the TENANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Lease, the insurance shall become effective prior to the commencement of work by the TENANT and shall be maintained in force until this Lease completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Commercial General Liability.

(A) The TENANT's insurance shall cover the TENANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the TENANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$1,000,000.00
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(2) Property Insurance. The TENANT shall provide property insurance covering real property as follows:

If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.

(C) Maximum Deductible: FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings

or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) Coverage. The insurance provided by TENANT pursuant to this Lease shall apply on a primary basis and any other insurance or self-insurance maintained by the LANDLORD or the LANDLORD's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the TENANT.

(e) Occurrence Basis. The Commercial General Liability required by this Lease shall be provided on an occurrence rather than a claims-made basis

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the TENANT, its employees or agents of liability from any obligation under a Section or any other portions of this Lease.

**Section 11. Cancellation and Termination.** This Lease may be canceled or terminated by either party at any time, with or without cause, upon not less than fourteen (14) days' written notice delivered to the other party or, at the option of the LANDLORD, immediately in the event any of the terms, covenants or agreements of this Lease have been violated.

**Section 12. Surrender of Possession.** The TENANT agrees to deliver up and surrender to the LANDLORD possession of the leased premises at the expiration or termination of this Lease, in as good condition as when the TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

**Section 13. Acceptance of Premises by Tenant.** The taking of possession of the said leased premises by the TENANT shall be conclusive

evidence as against the TENANT that the premises were in good and satisfactory condition when possession was taken, latent hidden defects excepted.

**Section 14. Waiver.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by the LANDLORD or by the TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

**Section 15. Amendment or Modification.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

**Section 16. Holding Over.** If, after the expiration of this Lease, the TENANT shall hold over and remain in possession of the leased premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein.

**Section 17. Notices.** Whenever either party desires to give notice unto the other, it shall be deemed given when mailed to the other party at the following address:

**For LANDLORD:**

Director, Library and Leisure Services  
150 N. Palmetto Ave.  
Sanford, FL 32771

**For TENANT:**

Director  
Seminole Baseball Incorporated  
P. O. Box 1806621  
Casselberry, FL 32707-0662

Either of the parties may change by written notice the addresses or persons for receipt of notices.

**Section 18. Quiet Possession.** The LANDLORD shall warrant and defend the TENANT in the enjoyment and peaceful possession of the premises during the term of this Lease.

**Section 19. Maintaining Premises.** It is understood by TENANT that rodent and pest control is the sole responsibility of TENANT. In addition, TENANT shall maintain the leased premises in a clean, neat condition and shall not accumulate or permit the accumulation of any trash, refuse, or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. The TENANT agrees to repair all safety and maintenance deficiencies in a timely manner.

**Section 20. Default.** Either party to this Lease, in the event of an act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default or specific performance to enforce this Lease agreement.

**Section 21. Entry of Landlord.** TENANT shall permit LANDLORD and its agents to enter into and upon the leased premises at all times for the purposes of inspecting the premises related to safety and maintenance requirements.

**Section 22. Applicable Law.** This Lease shall be construed under and in accordance with the laws of the State of Florida.

**Section 23. Public Records Law.** TENANT acknowledges LANDLORD's obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. TENANT acknowledges that

LANDLORD is required to comply with Chapter 119, Florida Statutes, (in the handling of the materials created under this Lease) and that said statute controls over the terms of this Lease.

**Section 24. Books, Records and Reporting Requirements.**

(a) The LANDLORD or its designee shall have the right to review all records maintained by the TENANT related to this Lease and TENANT's youth baseball activities on the premises. The LANDLORD, at its expense, may perform or have performed an audit of the records of the TENANT related to this Lease and TENANT's youth baseball activities.

(b) TENANT shall upon execution of this Lease and prior to June 30, 2006 provide LANDLORD with the following statistical reports (in a form acceptable to the LANDLORD's Director of Library and Leisure Services) and other documents:

(1) Statistical report of youth baseball activities detailing organized activities to include, but not be limited to:

- (A) youths served;
- (B) teams organized;
- (C) tournaments held; and
- (D) games played.

(2) Evidence of Payment of the annual rent.

(3) Insurance Certificates required under this Lease.

(4) Safety and maintenance reports as required by LANDLORD.

(5) Site plan depicting all buildings and improvements on the premises. In addition to the annual site plan, each alteration or remodeling of buildings and improvements, TENANT must submit an updated site plan.

(6) Organizational Chart detailing the TENANT's officers, directors and other supervisory persons including contact addresses and telephone numbers.

**Section 25. Liens.** The LANDLORD's interest shall not be subject to liens for improvements made by TENANT. TENANT covenants that it will not permit mechanic's liens, materialmen's liens, or any encumbrance to attach to the premises.

**Section 26. Condemnation Proceedings.** TENANT waives all rights of compensation or other damages relating to eminent domain proceedings related to the premises.

**Section 27. Taxes.** TENANT agrees to pay before they become delinquent all taxes of every kind, including special assessments, assessed against the premises, its rents or uses. TENANT agrees that if its activities render the premises subject to any tax or assessment, TENANT shall be responsible for payment of those taxes and assessments.

**Section 28. Radon Gas Notice.** LANDLORD provides notice under Section 404.056(7), Florida Statutes, as follows:

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.

**IN WITNESS WHEREOF,** the parties have hereto executed this instrument for the purposes herein expressed, the day and year first above written.

ATTEST:

SEMINOLE BASEBALL INCORPORATED

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
Director

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

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

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AC/lpk  
12/1/05  
Seminole Baseball Lease