

FACILITY USE AGREEMENT

Company: USTA Player Development Incorporated
Contact: Casey Clagett
Address: 10399 Flores Drive
Boca Raton, Florida 33428
Phone: 561-289-2452
Email: casey.clagett@usta.com

This Facility Use Agreement (“Agreement”) dated as of February ___, 2016 (the “Effective Date”) is by and between the City of Orlando, with its Orlando Tennis Centre offices at 649 West Bentley Street, Orlando, Florida 32801 (“Centre”) and USTA Player Development Incorporated, a New York not for profit corporation with offices at 10399 Flores Drive, Boca Raton, Florida 33428 (the “Patron”) for the purpose of holding practice and training camps (the “Event”) at the Centre for USTAPD participants.

1. Event. The Centre grants to Patron the license and privilege to use the below identified areas of the Centre (“Licensed Facility”) in connection with the Event on the date(s) and time(s) listed below:

Event type: USTA Player Development Program

Dates: June 15, 2016 through November 30, 2016 (or the opening of the USTA National Campus).

Schedule: Every Monday through Saturday 8:00 AM – 10:00 AM
Every Monday through Friday 1:00 PM – 3:00 PM

Centre acknowledges and agrees that if Patron requests additional court time, Centre shall use commercially reasonable efforts to accommodate Patron’s request subject to court availability.

Number of courts: Ten (10) courts per day per hour during the times scheduled above.

Court surface: Five (5) clay and five (5) hard (in close proximity to one another)

Additional facilities: Centre shall provide Patron non-exclusive access to the men’s and women’s locker rooms at no additional cost. Patron has the option, in its sole discretion, to use the fitness center located at 363 N. Parramore Avenue, Orlando, FL 32801 at an additional cost of \$38.34 per athlete membership (generic transferable membership for athletes and no charge for coaches) for the entire term. Additionally, Patron shall be permitted to place (at no charge) one (1) small secured storage container on Centre’s property for USTAPD equipment and supplies during the term.

Deposit: USTAPD agrees to provide Centre with a five hundred dollar (\$500) deposit which shall be paid by USTAPD to the City of

Orlando upon execution of this Agreement. Such deposit shall be applied to the final month's invoice as provided below.

Use/Event Fee: \$4.00 per court, per hour. Centre shall provide USTAPD with a tally of total court hours (and fitness center memberships, if applicable) each week during the term and provide an invoice to USTAPD on a monthly basis which shall be paid by USTAPD to the City of Orlando at its Centre address within fifteen (15) business days upon receipt.
While Centre shall attempt to reschedule court time which is rained out (subject to availability), Patron shall not be charged for court time which is rained out and not rescheduled.

2. Damage and Loss. If Patron, Patron's guests, vendors and/or other invitees cause any damage or loss to the Centre in connection with the Event (other than for normal wear and tear), Patron shall promptly reimburse the Centre for any and all damages or losses incurred. The Centre will not be responsible or liable for the damage or loss of any merchandise or materials left at the Centre, prior to, during, or following the Event. The Centre will not be responsible for any loss, liability, damage or expense of Patron or Patron's guests in the event that occurrences beyond the Centre's control prevent Centre from performing its obligations under this Agreement.
3. Indemnification. Patron shall indemnify, defend, and hold harmless the City of Orlando, and its officers, directors, volunteers, employees, sublicensees, agents, successors, and assigns from any and all claims, damages, losses, injuries, and/or costs (including without limitation, reasonable outside attorney's fees and disbursements), in connection with the Event provided in this Agreement.
4. Insurance. Patron shall obtain and maintain the following insurance requirements at all times during the Term: (a) Workers Compensation and Employers Liability, if applicable, in accordance with Florida law ; (b) Commercial General Liability with a per occurrence limit for Bodily Injury and Property Damage of at least \$5,000,000, including contractual liability, naming the City of Orlando as an additional insured; and (c) Comprehensive Automobile Insurance with a limit of at least \$1,000,000 for each accident in respect of all vehicles owned, used or leased by Patron. Upon execution of this Agreement, Patron shall provide, for Centre's approval, a Certificate of Insurance evidencing the required insurance.
5. Intellectual Property. This Agreement does not grant either party any rights in connection with the use of the intellectual property for their respective marks, including, but not limited to, the use of any of the Centre trademarks and logos other than to identify the location of the Event (i.e. "Event held at Orlando Tennis Centre").
6. Force Majeure. The Centre shall have no responsibility or liability for failure to provide any service or the Licensed Facility in connection with the Event if the Centre's availability is prevented by Acts of God, labor unrest, terrorist acts or threats of terrorism,

acts or threats of war, shortage of supplies, inclement weather, orders or other interventions by governmental authorities or any other causes that are beyond the Centre's control. If due to some such event, the Centre is prevented from hosting the Event, the Centre may cancel this Agreement and the Centre's sole liability shall be to return all monies paid or deposited under this Agreement, less the actual expenses incurred by the Centre in connection with the Event, to the Patron within sixty (60) days after the scheduled date of Event. As an alternative to cancellation, the parties may agree to reschedule the Event on a mutually acceptable date and time.

7. Miscellaneous.

- (a) This Agreement shall be binding on the heirs, successors, and assigns of the parties and constitutes the entire agreement between the parties in connection with the Event. No modification or cancellation of this Agreement (subject to the terms hereof) will be valid or enforceable against the Centre unless such modification or cancellation is in writing and is executed by the Centre.
- (b) This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in Orange County, State of Florida, in any action, suit, or other proceeding arising out of or relating to this Agreement, and they waive any objection to venue based on the grounds of forum non conveniens or otherwise.
- (c) Any press releases, collateral pieces, interviews and/or media exposure related to the Event that involve or mention the Patron must be pre-approved in writing by the Patron.
- (d) Patron has read, understands and accepts all the terms of this Agreement and acknowledges that this Agreement is not enforceable until fully executed by both Patron and Centre. Centre will have no obligation to hold the Event date for Patron until such time that this Agreement is fully executed by both parties.
- (e) Patron shall not assign or sublicense this Agreement. Any attempted assignment or sublicense shall be void.
- (f) Centre may use and permit other persons to use, during the Event, any portions of the Centre not exclusively licensed to Patron as provided herein.
- (g) In no event shall the Centre be liable for any special, indirect, punitive, incidental or consequential damages for any reason whatsoever (regardless of whether the Centre was informed or had knowledge of the possibility of such damages), nor shall Centre's liability under this Agreement exceed the amount of money actually paid to the Centre pursuant to this Agreement.

- (h) Patron and its guests shall observe all requirements of Centre relating to security, personal safety, and acceptable behavior. Centre reserves the right to refuse entrance to, or remove, any guest of Patron who Centre, in its sole discretion, determines to not be in compliance with these requirements of the Centre.
- (i) The Term of this Agreement shall be from the Effective Date through the conclusion of the Event or upon completion of the obligations of the parties as set forth herein (the "Term"); provided, however, the Insurance and Indemnity Sections of this Agreement shall survive the Term.
- (j) All rights and obligations contained in this Agreement, which by their very nature are intended to survive (including without limitation the indemnification provisions herein), shall survive expiration or termination of this Agreement.
- (k) Either party may terminate this Agreement upon ten (10) days written notice in the event of a material, uncured breach.

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representative of each party, on the dates as set forth below.

CITY OF ORLANDO

**USTA PLAYER DEVELOPMENT
INCORPORATED**

By: _____
 Print Name: _____
 Title: _____

By: _____
 Print Name: _____
 Title: _____