

FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) dated as of _____, 2016 (the “Effective Date”) is by and between the City of Orlando , with its Families, Parks and Recreation Department offices located at 595 N. Primrose Drive, Orlando, Florida 32803 (“City”) and Central Florida Council Boy Scouts of America, with offices at 1951 S. OBT, Apopka, Florida 32703 (the “Council”) for the purpose of granting alternate space to Council for conducting scouting programs at City owned or controlled facilities.

WITNESSETH:

WHEREAS, the City deeded a parcel of land in Lake Lorna Doone Park to the Orlando Lodge n. 1079 of the Benevolent and Protective Order of Elks of the United States of America (“Elks”) on December 15, 1954.

WHEREAS, the City granted the deed to the Elks specifically for the purpose of constructing and operating a Boy Scout Club House related Boy Scout purposes with the property to revert back to the City if it should ever cease to be used for those purposes.

WHEREAS, the City, Florida Citrus Sports, LIFT Orlando, and the Lake Lorna Doone neighbors desire to do a complete renovation of Lake Lorna Doone Park and including the land currently occupied by the Boy Scout Club House.

WHEREAS, the City through its Families, Parks and Recreation Department has met with the Council to determine its Boy Scout program space needs and determined that they can be accommodated in City-owned or controlled facilities as an alternative to the Lake Lorna Doone Park Boy Scout Club House facility.

NOW THEREFORE, the parties agree as follows:

1. Lake Lorna Doone Boy Scout Club House. The Council shall vacate the Lake Lorna Doone Boy Scout Club House and remove any Council items stored there within sixty (60) days of the execution of this Agreement and shall return any keys to the Boy Scout Club House to the City or Elks as directed. Council acknowledges that Boy Scout Club House currently owned by the Elks will revert to City ownership and Council and the Elks shall have no further rights with respect to it.
2. Future Scout Program Space. Beginning January 1, 2017 after the execution of this Agreement and continuing for a term of fifty (50) years, the City shall provide space at its City-owned and controlled facilities to accommodate Boy Scout meetings and activities that would otherwise have been held at the Lake Lorna Doone Park Boy Scout Club House. This space shall be provided at no cost to Council, but Council will provide a certificate of insurance to the City as detailed in Section 8 below.

3. Initial Scout Program Space. City and Council representatives have met and determined that the initial Council regular troop and pack meeting space needs can be met at Beardall Senior Center and Rock Lake Community Center.
4. Special Event Space. Council also has needs for special events that it holds for its scouts throughout the year including Pinewood Derby and summer day camps. City will work with Council to provide space at one of its Families, Parks and Recreation Department facilities or at the Varsity Club for such events. (City's agreement with Florida Citrus Sports grants City some use of the Varsity Club each year without a rent charge.) Council will not pay any use fees for such special event space use, but will provide a certificate of insurance and pay any out-of-pocket costs incurred by the City for cleaning the facilities.
5. Annual Review. City and Council will each designate a representative to review the upcoming year's Boy Scout program space needs. The City representative will reserve the necessary space at the agreed upon facilities in its reservation system at no cost to Council.
6. Damage and Loss. If Council, Council's scouts, leaders, parents, guests, vendors and/or other invitees cause any damage or loss to City property in connection with its use of it for scout meetings and events (other than for normal wear and tear), Council shall promptly reimburse the City for any and all damages or losses incurred. The City will not be responsible or liable for the damage or loss of any merchandise or materials left at City property, prior to, during, or following Council use.
7. Indemnification. Council 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 its use of City property as provided in this Agreement.
8. Insurance. Council 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 \$1,000,000, 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 Council. Upon execution of this Agreement, Council shall provide, for Center's approval, a Certificate of Insurance evidencing the required insurance.
9. 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 City trademarks and logos other than to identify the location of Council events (i.e. "Meeting held at Rock Lake Community Center").

10. Force Majeure. The City shall have no responsibility or liability for failure to provide use of any City facility if it 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 City's control. If due to some such event, the City and Council will work together to determine an alternate City location or reschedule the event to a date when the original site is available.

11. Miscellaneous.

- (a) This Agreement shall be binding on the heirs, successors, and assigns of the parties and constitutes the entire agreement between the parties. No modification or cancellation of this Agreement (subject to the terms hereof) will be valid or enforceable against the City or Council unless such modification or cancellation is in writing and is executed by them.
- (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) Council shall not assign or sublicense this Agreement. Any attempted assignment or sublicense shall be void.
- (d) City may use and permit other persons to use, during the Council use, any portions of the City facility not exclusively licensed to Council as provided herein.
- (e) In no event shall the City be liable for any special, indirect, punitive, incidental or consequential damages for any reason whatsoever (regardless of whether the Center was informed or had knowledge of the possibility of such damages), nor shall Center's liability under this Agreement exceed the amount of money actually paid to the Center pursuant to this Agreement.
- (f) Council and its leaders, employees, scouts, parents and guests shall observe all reasonable requirements of City relating to security, personal safety, and acceptable behavior (i.e. no smoking or alcohol in City Recreation facilities). City reserves the right to refuse entrance to, or remove, any guest of Council who City, in its sole discretion, determines to not be in compliance with the requirements of the Center.
- (g) 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.

(h) 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.

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

**CENTRAL FLORIDA COUNCIL BOY
SCOUTS OF AMERICA**

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____