AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/15/2010

FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 10 - A

SUBJECT: Request for Approval of 2010-2011 Facility Use Agreement for Okinawan Martial Arts for use of the Wes Crile Park Meeting Room.

LOCATION: Wes Crile Park, 1537 Norbert Terrace, Deltona

BACKGROUND: Michael Abrams, Principal/Owner Agent, Okinawan Martial Arts of Florida LLC, (OMA) has had a Facility Use Agreement with the City of Deltona for a number of years. Classes have been conducted on Monday, Wednesday, and Friday from 3:30 to 7:30p.m. and Saturday from 10:00am to 1:00p.m. In addition, on Tuesdays, OMA offers a free, no charge special needs class from 4:00 to 6:00p.m.

OMA is a For Profit Organization and would be responsible for paying Category IV Facility Use fee rate of $25.00 per hour, less 20% discount for entering into a long term lease agreement with the City.

OMA is requesting the City Commission consider, in lieu of the standard fee rate, what was previously agreed upon amount of $300.00 annually or $2.00 per student not to exceed $25.00 per month in exchange for use of the Wes Crile Park facility to offer classes and conduct a community based martial arts programs for the youth in the City of Deltona.

Staff recommends a one (1) year Facility Use Agreement, with three one-year renewal options upon written agreement by the parties.

ORIGINATING DEPARTMENT: Parks & Recreation Department

SOURCE OF FUNDS: N/A

COST: N/A

REVIEWED BY:	City Attorney's Office, Parks and Recreation, Finance, Deputy City Manager and City Manager
STAFF RECOMMENDATION PRESENTED BY:	Steve Moore, Parks and Recreation Director - to approve the Facility Use Agreement with Michael Abrams, Okinawan Martial Arts of Florida LLC and to authorize a waiver of the standard fee for such usage.
POTENTIAL MOTION:	"I move to approve the 2010-2011 Facility Use Agreement with Michael Abrams, Okinawan Martial Arts of Florida LLC for use of the Wes Crile Park Meeting Room located at 1537 Norbert Terrace, Deltona, FL for a period of one (1) year, with an option to renew for three additional one year periods, upon written agreement of both parties and to waive the standard facility use fee."
AGENDA ITEM APPROVED BY:	Faith G. Miller, City Manager
ATTACHMENTS:	• Supporting Documentation • Okinawan Agreement

City of Deltona

Facility Use Agreement Application

Name of Applicant/Organization: Okinawan Martial Arts of Florida, LLC
Name of Contact Person: Michael Abrams
Mailing Address: 560 Godfrey Court, Deltona, FL 32725
Email Address (optional): kadena74@cfl.rr.com
Phone: Organization: ( ) Home: ( ) Cell: ( )

FACILITY REQUESTED:

Name of Facility: Wes Crile Park & Deltona Community Center Arts & Crafts Building
Type of Activity: Martial arts training and instruction
Dates of Use: _____
Time of Use: From: _____ To: _____

DOCUMENTATION TO BE PROVIDED WITH APPLICATION:

"Non-Profit" groups, organizations, corporations or programs, please submit the following documents with your application:

☐ Copy of State of Florida Certificate of Corporation Registered Name identifying non-profit status
☐ Copy of Articles of Incorporation identifying Board Member name and address
☐ Copy of Consumer's Certificate of Exemption from the Dept. of Revenue showing Exemption Category 501-c3
☐ Federal Identification Number of Organization
☐ Certificate of Liability Insurance (please read Insurance Requirements on page 2)
☐ List of coaches, officials, and employees, with copy of drivers licenses attached
☐ Most current financial statement (for organizations who receive waiver of facility use fees)
☐ Fees charged to and costs related to activity
☐ List of all officers of organization, with copy of drivers licenses attached
☐ Copies of Level II background checks on all staff, contracted personnel, employees and board members

"For-Profit" groups, organizations, corporations, programs, or individual, please submit the following documents with your application:

☐ Federal identification Number of Organization or Social Security Number for individual operating any "for profit" activity
☐ Copy of Fictitious Name Registration from the State of Florida
☐ Copy of Occupational License and/or Business Tax Receipt
☐ Certificate of Liability Insurance (please read Insurance Requirements on page 2)
☐ List of coaches, officials, and employees, with copy of drivers licenses attached
☐ Fees charged and costs related to activity
☐ List of all officers of organization, with copy of drivers licenses attached
☐ Copies of Level II background checks on all staff, contracted personnel, employees and board members

INSURANCE REQUIREMENTS:

The City of Deltona requires the organization, group or individual utilizing the facility to be covered by insurance. A Certificate of Insurance must be filed with the City of Deltona prior to use of the facility. The Facility User shall provide a Certificate of Insurance from an insurance company rated "Class A" or better by A.M. Best or some other form of assurance approved by the City. The required insurance shall be evidenced by a Certificate of Insurance identifying the City of Deltona as an **additional insured** under their general liability policy, with minimum limits of $1,000,000.00 per occurrence combined single limit, to include premises/operations, independent contractors, products/completed operations, broad form contractual and personal injury. The insurance company shall be instructed to provide a thirty (30) day notice of cancellation to the City. The City of Deltona requires that original certificates and endorsements be provided before final approval of the Facility Use Agreement.

BACKGROUND CHECKS

The City of Deltona requires a Level II Background Screening of all staff, contracted personnel, employees, and board members of organizations who work with or interact with children. Copies of the results of the background screenings must be supplied to the City for verification.

PLEASE READ CAREFULLY BEFORE SIGNING:

I have read and understand the Facility Use requirements and agree to be bound by all policies, rules, regulations and conditions of use.

Applicant Signature: Michael Abrams Date: 10-27-10

Print Name: MICHAEL ABRAMS

Title: HEAD INSTRUCTOR

Note: Organization cannot occupy the facility until receiving an "Authorization to Occupy".

RECEIVED BY CITY OF DELTONA

Name: [illegible]

Date: 10/27/10

For Office Use Only:

Facility	*Category*	*Total Hours*	*Rate per hour*	*Total Fees*

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-23-2010

Employer Identification Number:
27-3523750

Form: SS-4

Number of this notice: CP 575 G

OKINAWAN MARTIAL ARTS OF FL
MICHAEL ABRAMS SOLE MBR
560 GODFREY CT
DELTONA, FL 32725

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-3523750. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Sunbiz

Fictitious Name Detail

Fictitious Name

OKINAWAN MARTIAL ARTS

Filing Information

Registration Number	G05326900168
Status	ACTIVE
Filed Date	11/22/2005
Expiration Date	12/31/2010
Current Owners	1
County	VOLUSIA
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

1537NORBERT TER
DELTONA, FL 32725

Owner Information

ABRAMS, MICHAEL
560 GODFREY CT
DELTONA, FL 32725
FEI/EIN Number: NONE
Document Number: NONE

Document Images

11/22/2005 -- Fictitious Name Filing View image in PDF format

Note: This is not official record. See documents if question or conflict.

Copyright © and Privacy Policies
State of Florida, Department of State

2010 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 27, 2010
Secretary of State

DOCUMENT# L09000082809

Entity Name: OKINAWAN MARTIAL ARTS OF FL LLC

Current Principal Place of Business:

560 GODFREY CT
DELTONA, FL 32725

New Principal Place of Business:

Current Mailing Address:

560 GODFREY CT
DELTONA, FL 32725

New Mailing Address:

FEI Number: 26-0170993 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired (X)**

Name and Address of Current Registered Agent:

ABRAMS, MICHAEL
560 GODFREY CT
DELTONA, FL 32725 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: ABRAMS, MICHAEL
Address: 560 GODFREY CT
City-St-Zip: DELTONA, FL 32725

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statues.

SIGNATURE: MICHAEL ABRAMS MGR 03/27/2010
Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

City of Deltona, Florida - Local Business Tax Receipt, Pursuant to City Ordiance No. 10-2007

OKINAWAN MARTIAL ARTS LLC
1537 NORBERT TER
DELTONA, FL 32725

SECTION OF LAW
Class Code: PRIVATE/TUTORING/CERTIFICATION
COMMERCIAL
Bus License No.: 2505
Exp. Date: 09/30/2011

Note: This receipt shall be conspicuously displayed at your place of business or upon your person if not fixed place of business. This receipt is not a competency card and is not meant to be a certification of the holder's ability to perform any service.
For questions relating to City of Deltona Local Business Tax please call

OKINAWAN MARTIAL ARTS LLC
560 GODFREY CT
DELTONA, FL 32725

Santonia R. Burnell, Accounting Technician

City of Deltona, 2345 Providence Blvd., Deltona, FL 32725

2010/ 2011

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938

Volusia County
FLORIDA

Receipt # 200505310008 Expires: September 30, 2011
Business Location: 1537 NORBERT TER

Business Name: OKINAWAN MARTIAL ARTS OF FL LLC
Owner Name: MICHAEL ABRAMS
Mailing Address: 1537 NORBERT TER
DELTONA, FL 32725

BUSINESS TYPE	CODE	COUNT	TAX
Business Service	471	1	$22.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938

DATE PAID: 09/24/2010
PAYMENT 056-09-00010631
RECEIPT #:

TOTAL TAX: 22.00
PENALTY: 0.00
TOTAL PAID: 22.00

Business Name: OKINAWAN MARTIAL ARTS OF FL LLC
Owner Name: MICHAEL ABRAMS
Mailing Address: 1537 NORBERT TER
DELTONA, FL 32725

Receipt # 200505310008 Expires: September 30, 2011
Business Location: 1537 NORBERT TER

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

DATE (MM/DD/YY)
5/28/2010

PRODUCER

FOR SERVICE CALL:

FRANCIS L. DEAN & ASSOCIATES, INC.
1776 S. NAPERVILLE RD., BLDG. B
P.O. BOX 4200
WHEATON, IL 60189
(800) 745-2409
www.fdean.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	STARR INDEMNITY & LIABILITY COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

INSURED SPORTS AND RECRECATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Okinawan Martial Arts of Florida LLC
560 Godfrey Ct
Deltona, FL 32725 CERT. #P2GL-112738-02

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [ ] OWNER'S & CONTRACTOR'S PROT [X] INCLUDES ATHLETIC PARTICPANTS	P2GL-100000-02	5/26/2010	5/26/2011	GENERAL AGGREGATE	$ 2,000,000.00
					PRODUCTS-COMP/OP AGG	$ 2,000,000.00
					PERSONAL & ADV INJURY	$ 1,000,000.00
					EACH OCCURRENCE	$ 1,000,000.00
					FIRE DAMAGE (Any one fire)	$ 300,000.00
					MED EXP (Any one person)	$ 5,000.00
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				[ ] WC STATUTORY LIMITS [ ] OTHER	
					EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
	OTHER Total Certificate Premium:					$333.90

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Martial Arts Activities

CERTIFICATE HOLDER

Okinawan Martial Arts of Florida LLC
560 Godfrey Ct
Deltona, FL 32725

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Francis L. Dean

© ACORD CORPORATION 1988

ADDITIONAL INSURED

Date (MM/DD/YY)
5/28/2010

AGENCY	PHONE (A/C, No, Ext): 800-745-2409	APPLICANT (First Named Insured)	Phone (A/C, No, Ext):
	FAX (A/C, No.): 630-665-7294	Okinawan Martial Arts of Florida LLC 560 Godfrey Ct Deltona, FL 32725	
FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. B P.O. BOX 4200 WHEATON, IL 60187		EFFECTIVE DATE: 5/26/2010	EXPIRATION DATE: 5/26/2011
		CO/PLAN	
CODE:	SUBCODE:	POLICY NUMBER: P2GL-100000-02	
AGENCY CUSTOMER ID		ACCOUNT NUMBER:	

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
X ADDITIONAL INSURED LOSS PAYEE MORTGAGE LIENHOLDER EMPLOYEE AS LESSOR		City of Deltona 2345 Providence Blvd Deltona, FL 32725			LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
		ITEM DESCRIPTION:			

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
X ADDITIONAL INSURED LOSS PAYEE MORTGAGE LIENHOLDER EMPLOYEE AS LESSOR					LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
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X ADDITIONAL INSURED LOSS PAYEE MORTGAGE LIENHOLDER EMPLOYEE AS LESSOR					LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
		ITEM DESCRIPTION:			

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X ADDITIONAL INSURED LOSS PAYEE MORTGAGE LIENHOLDER EMPLOYEE AS LESSOR					LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
		ITEM DESCRIPTION:			

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X ADDITIONAL INSURED LOSS PAYEE MORTGAGE LIENHOLDER EMPLOYEE AS LESSOR					LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
		ITEM DESCRIPTION:			

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
X ADDITIONAL INSURED LOSS PAYEE MORTGAGE LIENHOLDER EMPLOYEE AS LESSOR					LOCATION: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
		ITEM DESCRIPTION:			

OKINAWAN MARTIAL ARTS OF FL. LLC.

Classes: Monday ,Wednesday and Friday

Special Okinawan Weapons Classes on Saturday

Boys and Girls : Ages - 7 thru 9, Classes are 3.30 to 4.30 pm

Boys and Girls: Ages- 10 thru 17, Classes are 4.30 to 6.00 pm

Adults: 18 & older , Classes are 6.00 to 7.30 pm

Kyu ranks: Saturday Classes are 10 to 11.30 am

Black Belts: Saturday Classes are 11.30 to 1pm

We Teach Traditonal Okinawan Karate and Kubudo

Instructor: Mike Abrams 5TH Degree Black Belt

Ranked and Certified in Okinawa,Japan

Charter Member of Osmkkf Federation ,Fusei Kise Grand Master.

Class tuition is $25.00 per month

All Classes held at Wes Crile Park

1537 Norbert Terrace

For more information please call 386-789-6972

OKINAWAN MARTIAL ARTS OF FLORIDA LLC
FACILITY USE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between the CITY OF DELTONA, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida, hereinafter referred to as "City", and OKINAWAN MARTIAL ARTS OF FLORIDA LLC, a Florida non-profit organization, with its principal place of business located at 560 Godfrey Court, Deltona, Florida hereinafter referred to as "User".

WHEREAS, User desires the non-exclusive use of the City-owned Wes Crile Park facility located at 1537 Norbert Terrace, Deltona, Florida, and the Deltona Community Center Craft Building, located at 980 Lakeshore Drive, Deltona, Florida (hereinafter referred to as the "Facilities") for conducting low cost martial arts training and instruction; and

WHEREAS, the City is desirous of increasing the opportunities for recreational programs and activities for the community; and

WHEREAS, the City finds and determines that the programs, activities, and services rendered to the community by User and the land dedicated and provided by the City does serve a public purpose by providing a location for User to conduct low cost martial arts training and instruction; and

WHEREAS, the City has and, by these presents, does find and determine that it would be in the best interest of the public health, safety, and welfare to enter into this Agreement for facility use.

NOW, THEREFORE, the parties in consideration of the mutual covenants, terms and provisions hereof, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, do hereby desire and agree to be bound by the following terms and conditions of this agreement as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Use of Facilities

2.1 The City does hereby agree to allow User the non-exclusive use of the Deltona Community Center Craft Building (June 1st through August 15th annually) and the Wes Crile Park facility (August 15th through May 31st annually) provided that the use of said conforms to the covenants and conditions herein contained. Said usage shall be consistent with the schedule provided by User and approved by the Parks and Recreation Director or his designee (hereinafter referred to as the "Director".

2.2 Use of the facilities during any other time by User shall require the written approval of the Director. User shall submit a typed list of dates and activities to be conducted at the facilities fifteen (15) days prior to commencing the activities which shall be subject to approval or denial by the Director. City shall have the right to use the facilities anytime the facilities are not in actual use by User.

Article 3. Term

3.1 This Facility Use Agreement (hereinafter referred to as the "Agreement") shall remain in effect for a period of one (1) year from the date made and entered by the parties.

3.2 Written notice must be provided to the City by User of its intent to renew this Agreement on the City-approved Facility Use Renewal Form a minimum of sixty (60) days prior to the expiration of the term of this Agreement.

3.3 Upon receipt of a timely Facility Use Renewal Form, this Agreement may be renewed for one additional year, and may be renewed yearly up to a total of three additional years, upon written acceptance by the City prior to each successive renewal.

Article 4. Payment

4.1 The compensation to be paid by the User to the City shall be at a rate of _____ per hour, payable on the first day of each month.

4.2 If payment is not made in accordance with this Agreement, a Notice of Cancellation will be issued to the organization.

4.3 All payments shall be sent to the City of Deltona, Accounts Receivable, 2345 Providence Blvd., Deltona, FL 32725.

Article 5. Obligations of City

The City shall be responsible for:

A. Payment of all utilities at the facilities, subject to the City's right to issue guidelines concerning the usage of all lighted areas; and

B. Providing adequate trash receptacles at the facilities; and

C. Coordinating sanctioned activities in an effort to minimize conflict with User's use of the facilities; and

D. Providing on-going facility preventive maintenance; and

E. Ensuring buildings, fencing, and restrooms are monitored for cleanliness and safety.

Article 6. Obligations of User

User shall be responsible for:

A. Coordinating User's activities and providing a representative to act as a liaison to the City for the term of the Agreement; and

B. Providing adequate personnel, staffing, or volunteers to insure the proper use of the facilities and to provide for the adequate security, safety, and emergency medical needs of all its members, guests, visitors, and participants; and

C. Maintaining the facilities in a clean and sanitary condition, free of paper and debris, during and after each use including the emptying of all trash containers into dumpsters provided by the City; and

D. Submitting a typed list of names, addresses, phone numbers, qualifications, and certifications of all board members, coaches, and assistants and providing monthly updates of any changes to the list; and

E. Providing the City with a written statement indicating that every staff member, employee, volunteer or contracted personnel has passed a Level II background check and submitting a copy of the results of each screening; and

F. Providing any and all necessary equipment required for use of the facilities; and

G. Repairing any damage to the facilities resulting from User's use, even if the City determines that the facility is useable, without regard to the extent of damage, as solely determined by the Director; and

H. Reporting any known or discovered damage or vandalism to the Director immediately by submitting a written description of the damage or vandalism and a brief statement of the incident, discovery, or cause within 24 hours, to the Director, using the City incident/accident report form; and

I. Reporting all accidents or injuries occurring at the facilities to any staff, visitor, participant, or other person, to the City immediately by telephone and by submitting a written report of the accident or injury using the City incident/accident report form within 24 hours; and

J. Refraining from any alteration, advertising, or signs on any fence, building, right-of-way, road, or facility without the Director's prior written approval, including the distribution or placement of any advertisement related to the use of a City facility; and

K. Taking any and all reasonable and prudent steps necessary to be informed of and abide by all ordinances, rules, policies, laws and regulations of the City, State, and Federal government at all times; and

L. Agreeing to always be in full compliance of all laws, rules, policies, and regulations affecting or applicable to User and its activities and programs; and

M. Obtaining written permission from the Director prior to the purchase or lease of any equipment to be installed for use at the facilities; and

N. Obtaining written permission prior to conducting any business, activity or program not approved by the Director in writing; and

O. Refraining any other person or entity from conducting any type of business or enterprise at the facilities without prior written approval from the Director; and

P. Allowing the City access to inspect the facilities at any time; and

Q. Being solely responsible for all losses or damages suffered by User to its operation, equipment and property at the facilities.

Article 7. Insurance

7.1 User, at its own cost and expense, shall have in force, during the term of this Agreement, insurance from an insurance company licensed in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. User shall not occupy the facility until City has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

7.2 Commercial General Liability Insurance insuring User against liability arising from its occupancy, use, or operation of the City's facilities necessary or incidental thereto. **User shall name the City as an additional insured under the general liability policy.** Except as otherwise agreed in writing by the City, the insurance shall be provided on a form no more restrictive than the Standard Commercial General Liability Form (ISO FORM CG 00 01) without any restrictive endorsements, and the City shall be included as an "Additional Insured" on a form no more restrictive than Form CG 20 10, Additional Insured-Owners, Lessees, or Contractors (Form B). The minimum limits (inclusive of amounts by an umbrella or excess policy) shall be:

$1,000,000 General Aggregate
$1,000,000 Products Liability/Completed Operation Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

7.3 Worker's Compensation Insurance, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal and State law. The minimum amount provided by an umbrella or excess policy shall be:

Part One-"Statutory" requirements
Part Two-$500,000 Each Accident
$500,000 Disease-Policy Limit
$500,000 Disease Each Employee

7.4 Automobile Liability Insurance on a form no more restrictive than that provided by Section II (Liability Coverage) of the Standard Business Auto Policy (ISO Form CA 00 01) and shall cover User owned, non-owned, and hired autos used in any manner or incidental to the use of the facility. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $1,000,000 per each Occurrence-Bodily Injury and Property Damage Combined.

7.5 Property Insurance. User and the City shall each be responsible for maintaining their own property and casualty insurance, regardless of whether User purchases property insurance, and whether the City is wholly, partially or otherwise at fault, or the City is in any way responsible or liable for causation of accidents, injuries or death, in whole or in part, and User hereby expressly waives, releases, and holds the City harmless relative to any cause of action or right of recovery which User may have hereafter against the City for any loss arising out of damage to User's property, whether covered by insurance or not.

7.5 Evidence of Insurance. The required insurance shall be evidenced by a certificate of insurance which must be submitted to the City prior to the effective date of this Agreement. A copy of all notices, from all insurance companies providing coverage, directly or indirectly related to the use of the facilities in this Agreement, must be provided to the City within five (5) days of receipt. All insurance companies shall be instructed to provide thirty (30) day notice of any cancellation to the City. Failure to comply with this section shall render this Agreement null and void. User shall provide the City with renewal or replacement evidence of insurance at least ten (10) days prior to expiration or termination of such insurance.

Article 8. Special Terms and Conditions

8.1 Termination. The parties may rescind this Facility Use Agreement at any time, for any reason, upon thirty (30) days written notice. Cancellation of this Agreement by User is subject to a reasonable fee for administrative costs by the City.

8.2 Default. Any violation of a provision or term of this Agreement will be considered a default of this Agreement, and if such default is not cured within five (5) days from the date of notice of such

default, or if the default cannot be cured, then this Agreement shall terminate and be no longer in effect.

8.3 Dispute Resolution. This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

8.4 Attorneys Fees. In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the City shall be entitled to recover all reasonable attorney's fees and costs from User.

8.5 Indemnification. User agrees to, and will at all times, indemnify, save and hold harmless the City, its officers, agents, and employees, from any and all liability, claims, demands, disputes, damages, costs, attorney's fees, and expenses (including prior to trial, through trial, and to and on appeal), as a result, directly or indirectly, of the use by User and/or its members, guests, visitors, spectators, players, programs and activities.

8.6 Non-Exclusive Agreement. Notwithstanding anything herein that may appear to the contrary, it is expressly understood and agreed upon by the parties that all rights granted under this Agreement are non-exclusive and the City reserves the right to grant similar privileges herein to others at any time. The City shall at all times be allowed to gain access to or use of all facilities. User agrees to provide a copy of keys to all locks used by User to restrict access to any part of a facility.

8.7 Sale of Prohibited Items. User is prohibited from the sale of alcoholic beverages, sexual content materials, and any tobacco related items. No type of advertisement, merchandise or signage related to alcoholic beverages, sexual content materials, or tobacco will be permitted.

8.8 Advertising. All on-site signs, informational kiosks, brochures, promotions or advertisements related to User shall be approved by the Director. User agrees to refrain from any commercial advertising without the Director's written approval.

Article 9. General Conditions

9.1 This Agreement shall be governed by the laws of the State of Florida, as well as applicable County of Volusia and City of Deltona Code of Ordinances and it shall become effective immediately upon execution by both parties hereto.

9.2 Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereafter null and void and of no further force and effect. The entire agreement between the parties is incorporated herein. In addition to the terms of this Agreement, both parties agree to be bound by the policies and procedures regarding facility use, as adopted or amended by the City Commission.

9.3 This Agreement may not be assigned or transferred in any manner by User and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

9.4 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.5 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

9.6 Under no circumstances does the City endorse, promote, condone, certify, vouch, or recommend, nor is it responsible for any of the contents, actions, agreements, activities, or services associated with User or its activities and programs.

9.7 In the event that the performance of this Agreement by the parties is prevented or interrupted as a consequence of any cause beyond the control of the City or User, including but not limited to acts of God or of a public enemy, national or local State of Emergency, allocation of or other governmental restriction upon the use or availability of labor or materials, rationing, civil insurrection, riot, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, wind storm, hurricane, earthquake, or other casualty, disaster, or catastrophe, any governmental rules, acts, laws, ordinances, resolutions, restrictions, regulations, requirements, or orders, acts or actions of any government or public or governmental authority or commission, board, agency, agent, official or officer, the enactment of any statute, law, ordinance, resolution, regulation, rule, ruling, order, decree, judgment, restraining order or injunction of any court, said parties shall not be liable for such nonperformance.

9.8 The headings used throughout this Agreement are for convenience of reference only and have no significance in the interpretation of the body of this Agreement.

Article 10. Severability and Notice

10.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States mail or sent by facsimile, addressed as follows:

If to User:
Michael Abrams
Okinawan Martial Arts
560 Godfrey Court
Deltona, Florida 32725

If to City:
Steve Moore
Parks & Recreation Director
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery or United States mail, notice of election to change such address.

Article 11. Scope of Agreement

11.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

11.2 This Agreement consists of the following:

This Agreement
Authorization to Occupy
Facility Use Application
Addendum, if any

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____day of _____, 2010.

Signed, sealed and delivered in the presence of Witnesses:

_____

By: _____

_____

By: _____

USER:

_____

By: _____

Its: _____

CITY OF DELTONA:

By: _____
FAITH G. MILLER, City Manager

ATTEST:

_____
JOYCE KENT, City Clerk

Date: _____

Mailing Address:
2345 Providence Boulevard
Deltona, FL 32725-1806

Approved as to form and legality:

_____
GARY J COONEY, City Attorney