

## FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is entered into this \_\_\_ day of January, 2025 by and between the **City of Fort Lauderdale** (the “**City**”), with its principal office located at 101 NE 3rd Ave., Suite 2100, Fort Lauderdale, Florida 33101, and the **United States Tennis Association Incorporated**, a New York not for profit corporation authorized to transact business in the State of Florida, with its principal address located at 2500 Westchester Ave., Suite 411, Purchase, New York 10577 (“**USTA**”) (individually a “Party” and collectively the “Parties”).

**WHEREAS**, the City has entered into a Grant and Facility Use Agreement (“**Grant & FUA**”) with O.B. Tennis, LLC, a Florida not for profit limited liability company (“**OBTLLC**”), with OBTLLC’s principal office located at 14360 NW 77 Court, Miami Lakes, Florida, the sole member of which is the Orange Bowl Committee, Inc., a Florida nonprofit corporation; and

**WHEREAS**, the Grant & FUA includes, among other terms, the renovation of the Jimmy Evert Tennis Center (the “**JETC**” or “**Facility**”) located at 1150 G. Harold Martin Drive, Fort Lauderdale, FL 33304, known as Holiday Park, a municipal public park of the City (the “**Property**”) and the respective obligations of the City and OBTLLC; and

**WHEREAS**, the City owns the Facility and the surrounding Property and controls the use thereof; and

**WHEREAS**, the Conditions Precedent (defined below) have been fulfilled prior to the USTA entering into this Agreement, to enable the USTA to use the JETC at the Property, to host and conduct the Orange Bowl International Tennis Championships, commencing in December 2025 and occurring each year in December through the end of the Term in December 2034, (the “**Tournament**”);

**NOW THEREFORE**, in consideration of the premises and for other good and valuable consideration the receipt of which is hereby acknowledged, it is agreed as follows:

**1. TERM:**

a. The Term of this Agreement shall commence on January 22, 2025 (“**Effective Date**”), regardless of the date that this Agreement is executed, and shall expire thirty (30) calendar days after the conclusion of the 2034 Tournament, but in no event shall this Agreement expire later than December 31, 2034 (“**Term** or “**Initial Term**” in the event of an extension as noted in (b) below).

b. In the event that the USTA does not exercise its early termination right as provided for in the USTA Agreement, and should the USTA Agreement be extended for a minimum of five (5) additional years through and including December 31, 2039, then this Facility Use Agreement shall be automatically extended for an additional five-year period to run coterminous with the USTA Agreement and provided all terms, conditions, and specifications contained herein remain the same, and there is no material breach or uncured default by USTA or the City under this Agreement or by OBTLLC or the City under the Grant & FUA.

## **2. CONDITIONS PRECEDENT:**

The following shall serve as conditions precedent to entering into this Agreement: (a) the City entered into a binding agreement with the OBTLCC, named the **Grant & FUA**, prior to the execution of this Agreement; and (b) OBTLCC entered into a binding agreement with the USTA, named the Orange Bowl Tennis Championship Agreement (the “**USTA Agreement**”), prior to execution of this Agreement, (collectively, the “Conditions Precedent”).

**3. TOURNAMENT PLAN:** The Parties have established and confirmed the Tournament Plan which depicts the agreed upon location of the portion of the Facility to be used for the annual Tournament, including, but not limited to, the USTA's Tournament offices, the player lounge, the athletic training room, the areas for vendors and match dispatch, Tournament Director and Referees. The layout within the JETC to be used for the Tournament may be changed as a result of the final renovations and improvements to the JETC, and with reasonable written notice to the City and approval by the City, which approval will not be unreasonably conditioned, delayed, or withheld. The Tournament Plan incorporates the obligations set forth below, additional obligations as set forth in **Schedule A**, and incorporates, by reference herein, the completion of the written specifications set forth in the Grant & FUA.

USTA has familiarized itself with the Grant & FUA between the City and the OBTLCC and the nature, extent and timing of the improvements planned for the Property, and improvements planned for the JETC within the Property, and as may be further set forth herein, including, but not limited to, the obligations of the City, and USTA agrees said improvements are acceptable and suitable to accommodate the logistical and facility needs of the Tournament.

### **I. OBLIGATIONS OF CITY:**

a. Pursuant to the Grant & FUA, USTA is guaranteed the right to host and conduct the Tournament at the JETC, with the first Tournament to be held commencing at 7:00 a.m. on Friday, December 5, 2025 through the end of play on Sunday, December 14, 2025 and for a comparable ten-day time period in December of each calendar year during the Term of this Agreement, as determined by the USTA, by written notice to OBTLCC and the City provided no later than December 1<sup>st</sup> of the preceding year prior to commencement of each of the Tournaments (the “Annual Use Period”). In addition, the City will annually provide access to the USTA two (2) weeks prior and two (2) weeks following the Annual Period for set up, including, but not limited to, the installation and de-installation of the Stadium court, temporary bleachers or seating, generators, etc. Access shall be agreed in writing by the City and USTA shall not prevent the use of the rest of the site by the City and the public. City will coordinate an installation and de-installation plan with USTA for the safe operation of the site and least disruptive means to the public to set-up, operate and tear-down the Tennis Championships during the Annual Use Period.

b. The City shall provide to USTA, on a complimentary basis during the Annual Use Period, daily use of the entire JETC facilities as currently existing and such additional space as may be hereinafter constructed by or on behalf of the City, including, without limitation, the Clubhouse building, all locker rooms, shower rooms, restrooms, laundry rooms, storage/equipment rooms, offices, meeting rooms/lounges as well as stadium offices and meeting room/lounge, the players’ inside and outside lounges, twenty (20) clay courts, all of which clay courts shall have LED lighting and which the City will be responsible for causing

pre-tournament preparation of courts and lines, lighting to match in accordance with Exhibit F of the Grant & FUA, temporary storage space (approx. 400 sq. ft.); all existing spectator bleachers, all parking lots on the JETC and nearby Holiday Park grounds as well as ability to sell merchandise in the Pro Shop or elsewhere on the JETC grounds for each Annual Use Period. USTA shall disclose all Tournament sponsor to City no later than thirty (30) days prior to the start of any installation during the Annual Use Period and shall secure the prior written consent of the City before covering any permanent signage of City or other third-party sponsors which conflict with the Tournament sponsors during the Annual Use Period.

c. The City shall provide staff to maintain the condition and cleanliness of the courts at the JETC and the Property.

d. The USTA shall, at its sole cost and expense, also have the right to install additional temporary bleachers/seating and additional lighting and other facilities (e.g., redundant electrical power and power outlets necessary to operate all equipment including satellite transmitter(s), microphones, television cameras, lights and related equipment to be used by USTA's broadcast network to produce, transmit and distribute the Tennis Championships; (iii) sufficient redundant electric power and a sufficient number of power outlets in temporary broadcast booths, in media locations and in the identified media work areas; (iv) sufficient redundant electrical power sufficient to support all Tennis championship-related activities in the compound, including communications services, public address system, press box sound system, and video boards) needed by the Tennis Championships' broadcast network during the Annual Use Period at its cost and expense at mutually agreeable locations, provided, that, such temporary bleachers/seating do not damage the City property and are disassembled and removed from the premises no later than two (2) weeks following the Annual Use Period. USTA shall remain liable to City for any damage caused to the Facility (as defined herein) by USTA, its agents, sub-contractors, and assigns during the two (2) weeks prior and two (2) weeks following the Annual Period for set up, including, but not limited to, the Tournament's installation and de-installation period of the Stadium court, temporary bleachers or seating, generators, etc., but excluding normal wear and tear.

e. The City shall make available, or cause to be made available, as identified in the Grant & FUA lighting and electrical power; and USTA shall also have the right to bring on site temporary generators during the Annual Use Period. USTA shall also have the right to build up to 500 additional temporary seats at the championship stadium court as identified in the Grant & FUA, subject to the prior approval of the City Manager's or his/her designee's, not to be unreasonably withheld, conditioned or delayed. In such event, the City acknowledges that the Annual Use Period may need to be extended.

f. Attendance at the Tournament will be available to the general public at no cost, but the City in its reasonable discretion may put a cap on the number of attendees, but not less than 2,000 general public attendees daily.

g. Provide the USTA with the following on-site rights throughout the Annual Use Period: (i) the ability to broadcast the Tournament on international media platforms and allowing the media to set up free of charge and have access to necessary electricity and outlets, (ii) the ability to promote and place event logos and sponsor recognition (including, but not limited to, title, presenting and official sponsors) through signage, windscreens, etc. throughout the JETC during the Tournament, (iii) the ability to host event partners and sponsors with on-site hospitality activations, (iv) the ability to select a catering/concessions company

(including the placement of food trucks throughout the nearby Holiday Park Grounds) to provide meals to Tournament participants and for the sale of food and beverage items to spectators at no cost to the USTA, and (v) the ability to sell event merchandise at no cost to the USTA.

h. The City shall provide to the USTA all public safety services throughout the Annual Use Period, including, but not limited to, security, traffic and crowd control, law enforcement, fire suppression, emergency medical transport (to include on-site personnel on competition days) and additional garbage pick-up and recycling bins. The Fire Department will provide on-site stationing of personnel for emergency medical rescue purposes at no cost to the USTA. The Police Department will assess the needs of the Tournament and provide daytime law enforcement as the Chief of Police determines necessary, at no cost to the USTA. The public safety services provided by the City shall be in addition to the USTA providing private security services or off-duty police officers and athletic training services.

i. The City shall provide maintenance and housekeeping, consistent with industry standards, throughout the facility grounds and premises during the Annual Use Period and throughout the year, including, without limitation, all current and newly-constructed Clubhouse facilities, Stadium facilities, locker rooms, restrooms, laundry rooms, storage/equipment rooms, offices, players' inside and outside lounges, the courts, parking lots, all spectator bleachers and shower areas, as well as periodic trash services and grounds landscaping.

j. The City acknowledges and agrees that it has no rights to enter into any contract or incur any obligation granting or purporting to grant to any person or entity any production, distribution, or exhibition rights in any media for any portion of or all of the Tournament to be played during the Term of this Agreement. The City further acknowledges and agrees that it shall have no right to grant title, presenting sponsorships or other sponsorships for the Tournament. The City further acknowledges and agrees that it shall not have or exercise any marketing, sponsorship, promotional or other rights that will conflict with USTA's exercise and enjoyment of its rights during the agreed upon Annual Use Period for the Tournament. In addition, the City will agree not to grant access to the JETC to any other electronic news gathering ("ENG"), videotape or film crew during the Annual Use Period without the prior written consent of the USTA which may be withheld in its sole discretion. The USTA broadcast network shall work with the City's Strategic Communications to present the City favorably.

k. Without charge to USTA's broadcast network, the City shall: (i) make available, or cause to be made available, to the broadcast network the space that it has available to produce, transmit and distribute the Tournament during the Annual Use Period; (ii) make available, or cause to be made available, at no cost to the broadcast network the lighting and electrical network as outlined in Exhibit F of the Grant & FUA. The USTA or broadcast network can provide additional lighting or electric at their sole costs to meet the broadcast needs, with City Manager's or his/her designee's approval, which shall not be unreasonably withheld, delayed, or conditioned.; (iii) permit the broadcast network, at the broadcast network's own expense, to bring into, install, maintain and remove from the compound such number of mobile units, wires, cables, equipment, and other items as the broadcast network may reasonably require to produce, transmit and distribute the Tournament, including, without limitation, satellite transmission and receiving dishes and their supporting power supplies; (iv) provide, or cause to be provided, to the broadcast network production personnel sufficient office space, if available, parking passes as close to the compound as possible and space to

park a reasonable number of mobile production units necessary for the broadcast network to produce, transmit and distribute the Tournament, including for pre-event, halftime, and post-game coverage and other reasonable purposes; (v) provide, or cause to be provided, to the broadcast network reasonable access to the compound beginning no earlier than the date that the compound is made available to the USTA; (vi) provide adequate seating and support facilities for all broadcast network on-air talent and for necessary production personnel; and (vii) access without charge to all existing lighting and power facilities for such network's use, including, without limitation, the official scoring computers or other available electronic feeds or devices controlled by the City that provide or include any data related to the games.

l. Tournament participants may reserve court time on a space available basis through the Facility Staff (prior to the Tournament in any given year). Tournament participants requesting practice courts during the Tournament will be managed directly by the USTA with notice to City staff, and there shall be no charge for all such court rentals.

m. The schedule will be adjusted to include possible earlier starting times in the event of rain or inclement weather. If lighted courts are required to complete the play for the day during the Tournament, it shall be provided at no cost to the USTA.

n. The City will also allow the OBLLC and USTA, and its affiliated corporate entities, at no charge, to host a maximum of four (4) tournament tennis clinics with access to twenty (20) courts for each tournament tennis clinics for underserved youth from City of Fort Lauderdale and Broward County at no cost to participants at the JETC throughout the year, which said tennis clinics shall be scheduled on a quarterly basis within each twelve (12) month period of this Agreement's term and subject to terms and conditions that are mutually approved in a writing signed by both Parties.

o. The City will also allow the USTA to host additional USTA-sanctioned events on a quarterly basis at the JETC, at no charge, on mutually agreed upon terms and conditions that are memorialized in a writing signed by both Parties.

## **II. OBLIGATIONS OF USTA: Stage, conduct, promote the Tournament:**

- a. Provide all Tournament Directors, Referees and other site officials and staff for the Tournament and fund their reasonable and necessary expenses;
- b. Secure and fund a certified licensed sports trainer or medical technician for the duration of the Tournament;
- c. Provide all office supplies for the administration of the Tournament;
- d. Provide tennis balls for use during the Tournament;
- e. Provide scoring devices and on court amenities beyond the permanent fixtures at the facility, as deemed necessary by the USTA, in its sole and absolute discretion;
- f. Used tennis balls will become the property of City at the conclusion of the Tournament;
- g. Provide participation awards and/or Tournament awards;

h. Provide packets for each participant with all information regarding the Tournament;

i. Collect and retain entry fees from participants;

j. Provide a photographer to take pictures of participants and the Tournament, and the USTA shall retain sole rights to such images, which may be licensed to the City for the promotion of the Tournament in the City.

k. Secure and provide food and beverage and merchandise vendors for the Tournament as is desired by the USTA. All such vendors shall be considered "USTA contractors or agents" for purposes of USTA's Indemnity Obligation as contained in herein. Each such vendor shall supply USTA with a certificate of insurance reflecting the coverage, deductibles, and limits as may be determined by USTA and approved by the City Risk Manager. Insurance Policy Endorsements shall be required and shall include the City as an additional insured. USTA shall obtain such certificates and provide to the City Risk Manager no later than 10 days before the first event.

l. The City has installed a lightning protection system within the Facility. This System emits a sound blast when lightning is reasonably imminent. The System is not failsafe, and it is reasonable to expect lightning strikes even when the System does not activate. USTA will exercise reasonable care in assuring that when thunderstorms or lightning can be reasonably expected, USTA shall ensure that participants clear the outdoor court facilities and seek appropriate shelter. USTA shall comply with the safety standards set by the City and will distribute and communicate this information to players, umpires, Tournament directors, other program participants, and visitors.

m. USTA will provide the shuttle service for the Tournament participants as outlined in this Agreement.

n. With respect to sub-sections a and b above, all USTA staff and its contractors having direct contact with athletes are required to fulfill and maintain throughout the Term the requirements of the USTA Safe Play Program and are also subject to the USTA Safe Play Policy, and any violation is handled to the fullest extent of the law and pursuant to the U.S. Center for SafeSport Code. For more information, see [safeplay@usta.com](mailto:safeplay@usta.com).

o. City will assist with obtaining any necessary permits that are required for temporary structures or vendors. Tent permits must be inspected and approved by the City of Fort Lauderdale no later than the last Wednesday in November of each year of the Term.

p. Recognize the City and the Property as the host site of the Tournament in a prominent manner, as approved in writing by the City, subject to compliance with Section 4 regarding use of the Marks (as defined therein).

**4. LIMITED LICENSE OF TRADEMARKS:** Each party recognizes that the other party owns the legal rights, or has licensed the rights to certain names, logos, trademarks, trade names, symbols and designs (hereinafter "Marks") and that use of a party's Marks by each other is necessary to promote, market and advertise the Tournament, including but not limited to, in all media broadcast and fulfill the obligations under this Agreement. Therefore, each

party grants to the other party a non-exclusive, limited license to use of the Marks listed on Schedule A ("Limited License"). For the avoidance of doubt, the OBTLIC Marks have been licensed directly to the City through its Grant & FUA.

a. The Limited License granted hereunder shall become effective on the Effective Date of this Agreement and terminate on December 31, 2034, unless the Agreement is terminated on an earlier date pursuant to Section 5 of this Agreement, or pursuant to the terms and conditions of the Grant & FUA.

b. All promotional materials, marketing materials, banners, flyers and the like, prepared by one party that uses the other party's Mark or Marks, shall be submitted to the owner of the Mark or Marks for prior written approval. Each party shall adhere to the respective official branding guidelines, including color schemes, fonts, styles and related logo usages rules ("guidelines") as provided in writing by such owner of the Marks. Such guidelines may be updated from time to time during the Term. With respect to the City Marks, which, by way of example, may be used in connection with banners, signs, promotional materials, etc., the City's Strategic Communications Office shall be the point of contact for review and approval of use of the City Marks.

c. Each party represents and warrants that it has all rights, title and interest, or license in and to their Marks listed on **Schedule A** and all power and authority necessary to grant the Limited License herein.

d. This Limited License is not assignable by either party without the prior written approval of parties. Neither party, by virtue of this Limited License, shall obtain any legal or equitable right, title or interest in any of the other party's Marks.

## **5. TERMINATION:**

a. The parties agree that this Agreement shall remain in full force and effect during the Term, and any extension thereof, of the Grant & FUA between OBTLIC and the City. However, USTA retains the right to terminate the Agreement prior to the expiration of the Term in accordance with its agreement with OBTLIC, and under such circumstances, USTA shall provide the City written notice, pursuant to the terms and conditions outlined in sub-section c below.

b. The parties shall have the rights and remedies provided by law or in equity to terminate this Agreement for cause, in the event of a material uncured default or breach of the terms and conditions of this Agreement.

c. USTA shall have the right to terminate this Agreement without liability (i) in the event the City determines for any reason not to complete the City Improvements (as consistent with the Grant & FUA) or any material portion thereof in a timely manner, or (ii) in the event of a material default by the City which is not cured within thirty (30) days from the date of a written notice to the City Manager describing in reasonable detail such default or failure to comply, provided, that if such default or failure to comply reasonably requires a greater period of time to cure, then such 30-day period shall be extended, provided further that, the City promptly commences to cure, prosecutes with all due diligence such cure and completes such cure within at least one (1) week prior to the commencement of any Annual Use Period.



d. The City shall have the right to terminate this Agreement without liability (i) in the event of a material default by USTA which is not cured within thirty (30) days from the date of a written notice to the USTA describing in reasonable detail such default or failure to comply, provided, that if such default or failure to comply reasonably requires a greater period of time to cure, then such 30-day period shall be extended, provided further that, USTA promptly commences to cure, prosecutes with all due diligence such cure and completes such cure within at least one (1) week prior to the commencement of any Annual Use Period.

**6. FORCE MAJEURE:** Neither Party hereto shall be obligated to perform any of its respective obligations hereunder to the extent such performance is prevented by Force Majeure. "Force Majeure" shall mean any event beyond the reasonable control of the affected Party, including, but not limited to, epidemic, pandemic, quarantine, outbreak of infectious diseases, widespread illness, fire, flood, earthquake, weather, natural disaster or other casualty or catastrophic event, failure of or breakdown of utilities, damage or destruction to all or part of the JETC, lock-out, strike, walkout, labor dispute, governmental action, government interference, regulation, appropriation or rationing or inability to secure necessary goods, materials or shipments required to host the Event, curtailment of transportation, governmental order, court order, or order by any other legally constituted authority (including immigration orders, sanctions or rulings), act of God or public enemy, war or eminent threat of war, riot, acts or threats of terrorism, civil commotion or civil disobedience, it being understood that lack of funds shall not constitute a Force Majeure event. If a Force Majeure event prevents holding the Tournament in any year during the Term of this Agreement, then, if the Grant & FUA between the City and OTBLLC is extended for a one (1) year period, and the USTA Agreement between OBTLIC and the USTA is extended for a one (1) year period, then this Agreement shall be extended for a coterminous one (1) year period.

**7. INSURANCE:**

a. **USTA Insurance:** At all times during the term of this Agreement, USTA shall obtain and maintain and keep in force and effect continually during the Tournament the following insurance with insurers with a financial strength rating of A- or better and financial size rating of VII or better as documented in the A.M. Best Rating Service or equivalent: insurance coverage as follows: (a) State Workers Compensation, Employers Liability insurance at the statutory limit; (b) Automobile liability of at least \$1,000,000 each accident for all owned or used vehicles; and (c) Commercial General Liability for all operations of at least \$2,000,000 each occurrence Bodily Injury and Property Damage which shall not exclude Athletic Participant Liability, Personal Injury, or Contractual Liability. The City shall be named as an additional insured in said policies, except for Workers Compensation and Automobile Liability Insurance. The Certificate Holder should read as follows: City of Fort Lauderdale, 401 SE 21<sup>st</sup> Street, Fort Lauderdale, FL 33316.

USTA shall provide the City, with evidence of such insurance which will need to be received and approved by the City Risk Manager at least thirty (30) days prior to the Tournament. The City will have the right to amend insurance coverages accordingly to conform to City of Fort Lauderdale contract requirements.

b. **City Insurance.** The City shall maintain its self-insured status. The parties agree that regardless of whether the City obtains insurance coverage of any type for this



Tournament, Parties agree that nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2024).

## 8. INDEMNITY

a. **USTA INDEMNITY:** USTA shall indemnify and hold harmless the City, and its elected officials, appointed officials, and employees (collectively "**CITY**"), from and against any and all claims, costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys, expert witnesses, and other professionals, and all reasonable Court or other reasonable dispute resolution costs), liabilities, expenditures, or causes of action of any kind arising from, or relative to the negligent, reckless, willful, or intentional acts or omissions of USTA, its officers, directors, volunteers, and employees, and any of USTA's contractors or agents (collectively, the "Association"), regardless of whether the Association is acting on behalf of the City pursuant to permits issued by the City. This Indemnity includes, but is not limited to, claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the loss of use resulting there from. USTA agrees, at USTA's expense, after written notice from the **CITY**, to defend any action against the **CITY** that falls within the scope of this indemnity. Notwithstanding the foregoing sentence, the **CITY**, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by **CITY**. The parties agree that no settlement shall be entered into without the USTA's prior written approval.

b. **CITY INDEMNITY:** Subject to the limitations set forth in Section 768.28, Florida Statutes (2024), the City agrees to indemnify and hold harmless USTA, and its officers, directors, volunteers, and employees (collectively "**USTA**") from and against any and all claims, costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys, expert witnesses, and other professionals, and all reasonable Court or other reasonable dispute resolution costs), liabilities, expenditures, or causes of action of any kind arising from, or relative to the negligent, acts or omissions of the City or of the City's officers or employees. The City's obligations pursuant to this paragraph shall not include claims, costs, damages, or other expenses which are caused solely by the negligence of the **USTA**, or some or all of the foregoing. City is a state agency or subdivision as defined in Section 768.28, Florida Statutes, and is entitled to sovereign immunity as provided pursuant to common law and such Section. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2024). Nothing herein shall be construed as consent by the City to be sued by third parties.

9. **NO ASSIGNMENT:** The parties agree neither party shall assign or transfer its right, title or interest in this Agreement without the prior written approval of the parties. Any attempt to assign this Agreement without such approval shall be void. Neither party shall delegate the duties hereunder without prior written consent of the parties.

10. **COMPLIANCE WITH LAWS:** The parties shall comply with all federal, state, and local laws, ordinances and regulations (including environmental laws and regulations) relative to use of the facility and the activities that take place there.

11. **SEVERABILITY**. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed in full force and effect.

12. **EXHIBITS**. All of the Exhibits attached to this Agreement are incorporated herein and made a part of this Agreement. All references to this Agreement shall include such Exhibits.

13. **AMENDMENTS**: This Agreement may not be amended or modified unless by written agreement executed by all parties.

14. **GOVERNING LAW**: This Agreement and all transactions contemplated by this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction

15. **NONDISCRIMINATION**: Neither party shall discriminate on any prohibited basis including race, color, gender, age, religion, physical disabilities or national origin, against any employee, member of the public or other persons providing services for the purposes of fulfilling its obligations under this Agreement or otherwise desiring to use the Property, the JETC, or attend the Tournament as described herein.

16. **PARTIAL INVALIDITY**: Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions of this Agreement which shall remain in full force and effect.

17. **FULL AUTHORITY**: Each of the parties and signatories to this Agreement represents and warrants that each has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder and no approval or consents of any other person are necessary in connection therewith.

18. **NOTICE**: As the terms "notice" or "notices" are used herein as between the parties, such term shall mean a written document, explaining the reason for the notice, and the same shall be mailed by United States Postal Service via certified mail, return receipt requested, or by courier, Federal Express, Express Mail, or similar reputable service which shall obtain signature of receipt, and addressed to the party's last known address. Such notice shall be deemed to have been given on the date placed in the U.S. Mail or into the hands of a courier (described above), whether actually received by the addressee or not. The parties shall, as a matter of convenience and courtesy, send each party receiving notice a copy of said notice by facsimile or electronic means, but such notifications shall not be deemed lawful "notice" as required hereby. The parties shall furnish to the other party any change of address by written notice. Notice to the parties shall be directed to the following:

To City: Susan Grant, Acting City Manager  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33301

[SuGrant@fortlauderdale.gov](mailto:SuGrant@fortlauderdale.gov)

Copy to: Carl Williams, Director  
Parks & Recreation Department  
South Side Cultural Arts Center  
701 South Andrews Avenue  
Fort Lauderdale, FL 33316  
[CWilliams@fortlauderdale.gov](mailto:CWilliams@fortlauderdale.gov)

Copy to: D'Wayne M. Spence, Interim City Attorney  
1 East Broward Boulevard, Suite 1320  
Fort Lauderdale, FL 33301  
[DSpence@fortlauderdale.gov](mailto:DSpence@fortlauderdale.gov)

To: USTA: Tracy Davies, Managing Director, Competition Pathway  
and Major Events, Pro Circuit  
United States Tennis Association Incorporated  
10000 USTA Blvd.  
Orlando, Florida 32827  
(407) 675-2590 (office)  
[tracy.davies@usta.com](mailto:tracy.davies@usta.com)

Copy to: Andrea Hirsch, Chief Operating Officer & General Counsel  
United States Tennis Association Incorporated  
2500 Westchester Ave., Suite 411  
Purchase, New York 10577  
(914) 696-7237 (office)  
[hirsch@usta.com](mailto:hirsch@usta.com)

**19. MAXIMUM LIABILITY:**

a. "Liability" for purposes of this paragraph shall include all obligations, liabilities and undertakings of City, to the extent permitted by law, whether now existing or hereafter arising, as a result of this Agreement or the breach thereof by City, or both, including any and all damages, losses, costs, fees and expenses of every kind and description suffered or incurred by any party arising in any manner out of or in any way connected with, or growing out of this Agreement or the breach thereof by City, or both. Excluded from the foregoing definition shall be all liability of the City for claims of third parties relating to the negligence of the City or of the City's officers or employees (which is addressed by the Indemnity Provision set forth in Section 10, and the City's liability for attorney's fees for a breach of this Agreement pursuant to Section 20). The maximum Liability of City pursuant to this Agreement shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000).

b. "Liability" for purposes of this paragraph shall include all obligations, liabilities and undertakings of USTA, whether now existing or hereafter arising, as a result of this Agreement or the breach thereof by USTA, or both, including any and all damages, losses, costs, fees and expenses of every kind and description suffered or incurred by any party arising in any manner out of or in any way connected with, or growing out of this Agreement or the breach thereof by USTA, or both. Excluded from the foregoing definition shall be all liability of the USTA for claims of third parties (which are addressed or excluded by the Indemnity and

Insurance Provisions set forth in Section 9, and the USTA's liability for attorney's fees for a breach of this Agreement pursuant to Section 20). The maximum Liability of USTA pursuant to this Agreement shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000).

c. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2024).

**20. ATTORNEY FEES:** If a suit, action, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorney's fees, costs and expenses actually incurred and reasonably necessary in connection therewith; provided however, that the maximum attorney's fees which one party shall be able to recover against the other will not exceed the sum of Twenty Thousand and 00/100 Dollars (\$20,000).

**21. ANTI-HUMAN TRAFFICKING.** As a condition precedent to the effectiveness of this Agreement, USTA shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of USTA under penalty of perjury attesting that the USTA does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

**22. PUBLIC RECORDS.** This agreement and any other documents pertinent to this Agreement is subject to the public records disclosure as prescribed in Chapter 119, Florida Statutes (2024), and as may be amended or revised, or as otherwise provided by law. **IF USTA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO USTA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

**23. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its general subject matter. This Agreement may not be changed except in writing signed by all parties.

*(signatures on following page)*

**IN WITNESS WHEREOF**, the parties hereto have cause these presents to be executed and dated the day and year first written above.

**UNITED STATES TENNIS ASSOCIATION  
INCORPORATED**, a New York not for profit corporation authorized to transact business in the State of Florida

By: \_\_\_\_\_  
Lew Sherr, Executive Director and CEO

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

WITNESSES:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Lew Sherr, Executive Director and CEO of **UNITED STATES TENNIS ASSOCIATION INCORPORATED**, a New York not for profit corporation authorized to transact business in the State of Florida.

[NOTARY SEAL]

\_\_\_\_\_  
(Signature of Notary Public- State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**ATTEST:**

**CITY OF FORT LAUDERDALE,**  
a Florida municipal corporation.

---

**DAVID R. SOLOMAN**  
City Clerk

---

**SUSAN GRANT**  
Acting City Manager

Approved as to form and correctness:  
D'WAYNE SPENCE, Interim City Attorney

---

**PATRICIA SAINTVIL-JOSEPH**  
Assistant City Attorney

## SCHEDULE "A"

The USTA has been given permission to use the City logo and the JETC logo for the purpose of printing t-shirts, towels and other promotional materials in conjunction with the Orange Bowl International Tennis Championships.

City Logo

JETC Logo

USTA Marks/Logo





Orange Bowl International Tennis Championships  
2025-2034 Tournament Plan

This Tournament Plan (TP) is establishing the operational framework to conduct the 2025-2034 Orange Bowl International Tennis Championships for Boys and Girls 16-under and 18-under divisions (the “Tournament”). The parties involved are the City of Fort Lauderdale (City) and the United States Tennis Association Incorporated (USTA). The items in this plan are in addition to those items set forth in the Agreement and are subject to change at any time in the USTA’s sole discretion. USTA shall make reasonable efforts to notify the City in advance of any changes being made to this TP.

- I. Grounds: **See paragraph 3 and Obligations of the City** set forth in the Agreement. USTA agrees it will return all areas to original condition or as City requests, provided however, that the City does not request USTA to place the grounds in a better condition than when the grounds were presented to the USTA.
- II. Personnel: The staff at the JETC will assist the USTA in maintaining the courts and the City’s buildings. One full-time City staff person and/or one part-time City staff person will be available at all times during the Tournament. The City will work to provide volunteers for scorekeeping, ball persons for the finals weekend and hospitality.
- III. Inventory items:
  - a. Permanent City Structures:
    - i. Primary Tennis Office - City retains control/supervision
    - ii. Players’ Lounge - USTA will use for IT/Tournament Desk; City will have room cleaned prior to USTA arrival and will provide normal maintenance
    - iii. Garage- USTA will have temporary storage space (approx. 400 sq. ft.); City retains control/supervision
    - iv. Tennis Courts - City responsible for pre-Tournament preparation of courts and lines. USTA will provide staff in addition to the City staff for maintenance of the Courts during the Tournament. However, the City is ultimately responsible for the maintenance of the Courts.
    - v. Tennis Fencing/Windcreens- USTA may place new windcreens and banners with logos/sponsor information
    - vi. Crowd control barriers-City retains control/supervision
    - vii. Bleachers-Spectator seating (3 row bleachers) at designated areas. City retains control/supervision
  - b. Temporary USTA Structures:
    - i. Trailers-Four 12’ x 53’ Trailers for offices, athletic trainers and staff. USTA will provide all cleaning and maintenance of the Trailers.
    - ii. Tents- One 60’ x 90’ main tent for player amenities/food service. Two 30’ x 30’ support tents for officials and staff. USTA will provide all cleaning and maintenance of the tents.
    - iii. Refrigeration Truck-Cold Storage and ice for Tournament. USTA retains control/supervision of the refrigeration Truck.
    - iv. Portable Lavatories-Bathrooms located in NE corner of Parking lot. USTA will provide all cleaning and maintenance of the portable lavatories.
    - v. Generators- Two generators to power trailers. USTA retains control/supervision of these generators.
- IV. USTA Materials/Supplies/Staff for Tournament:
  - a. Golf Carts for Court grooming

- b. Clay bags to dress the courts (approx. 500 fifty pound bags)
- c. Additional drag brooms (3), liners (3)
- d. Officials and Umpire Chairs (16-18- to be stored by the JETC on site, for their use throughout the year)
- e. Calcium Chloride to retain moisture on Courts (25 fifty pound bags)
- f. Additional Staff for maintenance and cleaning during play
- g. Walkie-talkies and
- h. Tables and chairs for Player access area
- i. Independent Wi-Fi access
- j. Players'/officials' towels and a cleaning service for portable restrooms
- k. Player Gifts/Information Packets
- l. Staff for grounds' clean-up
- m. Athletic Trainers
- n. Tennis Balls
- o. Awards

V. City Donations to the Tournament:

- a. Plants and Landscaping to JETC
- b. Recruitment of volunteers
- c. Liaison between the City of Fort Lauderdale Chamber of Commerce and the Tournament
- d. Liaison between Ice Plex and the Tournament to mitigate any conflicts with large events scheduled to be hosted at the same time as the Tournament
- e. Assistance with obtaining necessary permits for temporary structures

VI. Services:

- a. Showers will be available at Tennis Office and Recreation Building per current CDC and local health guidelines
- b. Additional garbage pick-up and recycling bins provided by Waste Mgmt.
- c. Publicity provided by USTA
- d. Vending/Merchandise within the Tennis Office will remain property of City of Fort Lauderdale (Items are not Tournament specific)

VII. Operations during the Tournament: USTA is responsible for all aspects of the Tournament under the auspices of the International Tennis Federation (ITF).