

**CITY OF FORT LAUDERDALE**  
**NON-EXCLUSIVE FACILITY USE AGREEMENT**

**THIS FACILITY USE AGREEMENT** ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation,  
hereinafter referred to as "**CITY**,"

and

**GOLD COAST SKI CLUB, INC.**, a Florida not for profit  
corporation, with its principal place of business located at 2201 NW  
9th Avenue (Powerline Road), Fort Lauderdale, Florida 33311,  
hereinafter referred to as "**USER**"

WHEREAS, the CITY owns Mills Pond Park ("Facility"), located at 2201 NW 9<sup>th</sup> Avenue, Fort Lauderdale, FL 33311; and

WHEREAS, the CITY is willing to permit USER to use a portion of the facility under the terms and conditions set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY and Gold Coast Ski Club, Inc., agree as follows:

**TERMS OF AGREEMENT**

1. CITY agrees to use of the Lake by USER for the purposes and in accordance with the terms described in Exhibit A, attached hereto and made a part hereof, and for no other purpose whatsoever, without written consent of the CITY. This Agreement constitutes a license to use and not a lease. Use of the facility by the USER is not an interest in real property.
2. CITY hereby provides permission for the non-exclusive use of a portion a City owned facility located at Mills Pond Park (hereinafter "Park") more specifically known as the "Lake" and depicted on Exhibit B, attached hereto and made a part hereof.
3. CITY agrees to use of the Lake by USER for the purposes and in accordance with the terms described in Exhibit A, attached hereto and made a part hereof, and for no other purpose whatsoever, without written consent of the CITY.
4. The use of the facility shall commence upon City Commission approval, and end on November 30, 2026. The dates and times agreed to by CITY and USER for use of the facility is more fully described in Exhibit A. This Agreement may be extended for up to two (2) additional consecutive one-year terms providing all terms, conditions and specifications remain the same and the extension is approved in a written document executed by USER and CITY.
5. USER agrees to pay \$514.02 per month, plus 7% Florida sales tax during the term of the Agreement. Monthly fees and taxes are to be paid in full on the first of each month in advance of use of the facility identified herein. Effective October 1, 2025, the monthly rate shall be adjusted to \$541.66, plus applicable Florida sales tax, and shall continue for the

remainder of the initial term and any applicable contract extension(s) pursuant to the terms and conditions outlined in paragraph 4 herein.

6. CITY reserves the right to cancel, reschedule or relocate USER to another location other than the facility listed above, in the case of scheduling conflicts or for any other reason as deemed appropriate by the City Manager.

### **COMPLIANCE WITH LAWS, PERMITS AND FEES**

7. USER is responsible for complying with all applicable local, state and federal taxes, permitting and licensing requirements. USER shall at all times comply with all federal, state, county, and municipal laws, rules, regulations and ordinances or any other governmental agency that has jurisdiction. USER shall obtain and pay for, in advance, any permit, license and applicable fees required during USER's use of facility.

### **ASSIGNABILITY**

8. USER shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement, whether by assignment or novation, without prior written approval of CITY.

### **SEVERABILITY**

9. If any paragraph, section, subsection, sentence, clause, provision, or portion of this Agreement shall be held invalid by a court of competent jurisdiction, or any reason, such holding shall not affect the remainder of this Agreement, which shall remain in full force and effect.

### **NON-WAIVER**

10. Failure of the CITY to insist upon the strict performance of any of the covenants, conditions and agreements of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements. Failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision. Nothing contained in this Agreement is intended nor shall anything in the Agreement be construed to waive City's rights and immunities under the law or the City's sovereign immunity or the limitations contained in Section 768.28, Florida Statutes (2024), as may be amended from time to time.

### **INSURANCE**

11. As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the USER, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the USER. The USER shall provide the City a certificate of insurance evidencing such coverage. The USER's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the USER shall not be interpreted as limiting the USER's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the USER for assessing the extent or determining appropriate types and limits of coverage to protect the USER against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the USER under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the USER. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Watercraft Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the USER does not own vehicles, the USER shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The USER waives, and the USER shall ensure that the USER's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or

damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The USER must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The USER shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The USER shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the USER to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the USER shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all general liability policies.
- g. The City shall be granted a Waiver of Subrogation on the USER's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

The USER has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the USER's expense.

If the USER's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the USER may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The USER's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the USER that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, USER must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of USER's insurance policies.

The USER shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the USER's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the USER's responsibility to ensure that any and all of the USER's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the USER.

### **INDEMNIFICATION**

12. To the extent permitted by law, USER shall protect and defend, counsel being subject to the CITY's approval, and indemnify, and hold CITY, and the CITY's officers, employees, and agents fully harmless, from and against any and all lawsuits, penalties, damages, settlements, decrees, costs, charges, and other expenses or liabilities of every kind, sort, or description, claims, suits, actions, demands, losses, judgments or fines of every kind and nature, including all costs, expenses, attorney's fees, and any award or costs at both the trial and appellate levels, in connection with or arising from or related to this Agreement or arising from, related to, or caused by USER's use of, or occupancy of the property described herein, or providing of services, or acts or omissions in USER's performance or nonperformance made during the term of this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged, infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. USER shall be liable for all costs incurred by CITY in and about any such claim, suit, action, demand or loss for investigation of same. This indemnification shall not be limited by any insurance required under this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

### **NON-LIABILITY OF CITY**

13. CITY shall not be liable for any acts or omissions of USER for any conditions resulting from any provision under this Agreement or other activities of USER or agents of USER or patrons of USER. CITY shall not be liable for any damage or injury that may happen to USER, USER's agents, USER's patrons or property from any cause whatsoever, during this Agreement.

### **AMENDMENT**

14. No modification, amendment or alteration of terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with

the same formality and of equal dignity herewith. Any changes regarding the use of the facility must be mutually agreed upon by both USER and CITY and incorporated in a written amendment(s) to this Agreement.

### **TERMINATION**

15. CITY has the unqualified and absolute right to terminate this Agreement at any time and that the permission granted by this Agreement shall immediately terminate upon exercise by CITY of such right, provided, however, that the CITY shall give notice to USER of termination at least 24 hours before the effective time of such termination.
16. CITY has right to terminate this Agreement without notice to USER if the facility or other integral parts of the facility are destroyed or damaged by any foreseen or unforeseen instance and fulfillment of the Agreement is impossible by CITY or when CITY determines USER's activities may be or are detrimental to the public or to the CITY, or CITY has reason to believe any law is being violated by USER, or its agents, employees members or activity participants.

### **NOTICE**

17. When either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested, addressed to. the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

As to CITY:

Parks & Recreation Department Attn:  
Director of Parks & Recreation  
701 South Andrews Avenue  
Fort Lauderdale, Florida 33316

With a copy to:

City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Ave, Suite 2100  
Fort Lauderdale, FL 33301

With a copy to:

City Attorney  
City of Fort Lauderdale  
One East Broward Blvd, Suite 1320  
Fort Lauderdale, FL 33301

As to USER:

Gold Coast Ski Club, Inc.  
12202 NW 75<sup>th</sup> Place  
Parkland, FL 33076

### **DAMAGE TO FACILITY AND REIMBURSEMENT**

18. USER shall not allow any injury, defacement, change, alteration or damage to the facility during its use of the facility by USER, an agent of USER or patron of USER. USER

assumes all responsibility for the acts, omission to act and conduct of all persons admitted to the facility by consent of USER or with the consent of any persons acting for or on behalf of the USER.

All improvements existing or hereinafter constructed by User at the Park shall become the property of the City. These include but are not limited to, the track, stand, lights, electrical equipment, fencing, and storage sheds, but excluding the food shed, drivers stand, clay and all chairs, tables and equipment in the storage container, if removed within 30 days of termination of this Agreement.

19. USER shall reimburse CITY for all expenses incurred by CITY that CITY incurs for the restoration of the facility to its condition at the commencement of this Agreement.

### **NON-DISCRIMINATION**

20. USERS doing business with the city shall not discriminate against their employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

USER shall not in exercising any of the rights or privileges granted to USER herein on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any persons or group of persons in any manner. USER shall comply with the applicable sections of Americans with Disabilities Act of 1990 (42 USC 126), as amended, which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided pursuant to this Agreement. USER understands that USER is responsible for compliance with this Act. To the extent that any provisions of this Agreement are inconsistent with ADA, the requirements of the ADA shall control. USER shall have the continuing obligation of compliance with the Americans With Disabilities Act, as same may be amended from time to time, with respect to the Project.

### **PUBLIC RECORDS**

21. **IF THE USER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE USER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV**

USER shall comply with public records laws, and USER shall:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the USER does not transfer the records to the City.

- d. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the USER or keep and maintain public records required by the City to perform the service. If the USER transfers all public records to the City upon completion of the contract, the USER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the USER keeps and maintains public records upon completion of the contract, the USER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

### **MISCELLANEOUS**

22. CITY, through its authorized representatives, reserves the right to enter the facility at any time. CITY, through its authorized representatives, reserves the right to eject any person(s) from facility and upon exercise of this right, USER waives any right or claim for damages against CITY.
23. CITY reserves the right to remove from facility any of USER's effects or any effects of USER's agents or patrons remaining in the facility after the termination of this agreement or any extension thereof.
24. USER shall pay all reasonable attorney's fees to CITY for collection of all or any part of the terms of this agreement.
25. Pursuant to CITY Ordinance, Section 19-2, USER or USER's agents are prohibited from selling food of any kind, goods, wares or merchandise in any public park area, public beach area or adjacent rights-of-way to any public park area of the city without first obtaining written approval by City Manager or by obtaining an award of an appropriate contract.

### **GOVERNING LAW; VENUE**

26. This Agreement shall be governed and construed in accordance with by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

### **EXTENT OF AGREEMENT**

27. This Agreement represents the entire and integrated agreement between CITY and USER and supersedes all prior negotiations, representations or agreements, either written or oral. There are no third-party beneficiaries to this Agreement.

### **ANTI-HUMAN TRAFFICKING AFFIDAVIT**

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



**CITY**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

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

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DAVID R. SALOMAN  
City Clerk

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SUSAN GRANT, Acting City Manager

(CITY SEAL)

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

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PATRICIA SAINTVIL-JOSEPH  
Assistant City Attorney

**USER**

WITNESSES

**GOLD COAST SKI CLUB, INC.**, a Florida  
not for profit corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
RICHARD DECARLO, President

\_\_\_\_\_  
[Witness type/print name]

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
GAYLE CARR, Secretary

\_\_\_\_\_  
[Witness print/type name]

(CORPORATE SEAL)

STATE OF FLORIDA:

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by RICHARD DECARLO as President for  
GOLD COAST SKI CLUB, INC., a Florida not for profit corporation.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public, State of \_\_\_\_\_

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

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

## **EXHIBIT A**

USER is permitted to use the Lake on a non-exclusive basis during the following days and hours: Mondays through Fridays, from 4:00 P.M. to dusk, which said term "dusk" shall be determined solely by the City's Parks and Recreation Director, and Saturdays and Sundays from 7:00 A.M. to 12:00 P.M. for the following specified activity (activities) only:

- (a) Tournament waterski practices (slalom, jump, tricks, and special activities such as barefooting and show skiing);
- (b) Tournament skiing;
- (c) All Club sponsored activities in connection with promotion of waterskiing; and
- (d) Public water skiing.

USER agrees to offer discount memberships to Fort Lauderdale citizens showing a need for the discount and as follows:

- (1) Discount amount as appropriate for individual's income level, and as determined by Club and Director.

During and after permitted Lake use, USER shall, at its expense, maintain the Lake in a clean, attractive and orderly condition. USER shall be responsible for the prompt removal of all trash, litter, and debris which accumulates on or about the Lake and which is attributable, directly or indirectly, to or arising out of its use, specifically including any litter left by USER members, visitors or spectators. USER shall deposit all such trash, litter and debris in the containers provided by the CITY for pick up at locations to be determined by the CITY. USER shall further be responsible for and reimburse CITY for any damage to any plants, shrubs, trees, or any CITY improvements such as sidewalks and paved surfaces in the vicinity.

USER shall be responsible to provide and pay for any required portable toilet facilities during tournaments or large club outings, until such time as permanent toilet facilities are available at the Park. All equipment and any other personal property of USER shall be protected and maintained solely by USER. USER acknowledges City assumes no responsibility whatsoever for any such item, and that the security and protection of any such item from theft, vandalism, the elements, acts of God, or any other cause, are strictly and solely the responsibility of USER. Storage of any items on or about the Lake, while the Lake is not in use, is at the sole risk of the USER.

The CITY shall be responsible for opening and closing the Park and its facilities and shall control gate admissions. Park keys will not be provided to USER's members.

USER is obligated to comply with the following conditions. USER acknowledges and agrees

that breach of any such condition, or any obligation imposed under this Agreement, may result in immediate cancellation of this Agreement by City and, in such event, CITY may retain as its liquidated damages the security deposit:

- (1) No alcoholic beverage of any nature whatsoever may be distributed, consumed, possessed or kept on or about Lake.
- (2) USER agrees to comply with all federal, state, and local laws, rules, and regulations, including the Code of Ordinances of the City of Fort Lauderdale and the City of Fort Lauderdale Parks and Recreation Rules and Regulations, as may be amended.
- (3) Distribution of brochures, pamphlets, and other similar paper products are prohibited, except at tournaments, and only by the Club to promote waterskiing or the particular event being held.
- (4) USER shall not engage in any promotion, distribution, "give- away" program, advertising, or any similar activity, except that prizes for competitive activities may be awarded by USER. It is the responsibility of USER to insure that no prize is given in violation of any law.
- (5) This Agreement does not preclude the right of the CITY to grant approval to another party to operate a water sport activity in the Park.
- (6) No broadcasting activities and no loud speakers are permitted, and no music, whether live or recorded by any means, may be played, unless such broadcasting, music or both is performed in conjunction with an activity or event approved in advance by the Director or by Event Agreement.
- (7) If USER desires capital improvements to the Lake area, all such work shall be done in accordance with proposals submitted to the CITY. All such work must be approved by the Director and meet all CITY and applicable Building Code requirements. All permitting shall be done by Club at its sole expense. No such construction shall begin prior to all required permits being obtained. USER acknowledges and agrees that the bidding requirements of the CITY apply to hiring of USERS and consultants for capital improvements.



Exhibit "B"  
LOCATION MAP

