

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

**THIS NON-EXCLUSIVE FACILITY USE AGREEMENT** (“Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between:

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

and

**Indiana Diving Academy, Inc.**, an Indiana profit corporation authorized to conduct business in the State of Florida, with its principal place of business located at 501 Seabreeze Blvd, Fort Lauderdale, FL 33316, hereinafter referred to as "**USER**" (hereinafter, “Parties”).

WHEREAS, the CITY owns the facility known as **The Morton Center**, located at **2980 SW 8th Ave, Fort Lauderdale, FL 33315** (“Facility”); 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 USER agree as follows:

**TERMS OF AGREEMENT**

1. CITY agrees to the use of the Facility by USER for programming activities that will generate revenue opportunities for the CITY and such other purposes in accordance with the terms and conditions outlined 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, not a lease, and The 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 of the Facility identified on **Exhibit B**, attached hereto and made a part hereof.
3. The use of the Facility shall commence upon City Commission approval, and end on August 31, 2028. Thereafter, CITY and USER may mutually agree to an extension of this Agreement pursuant to a writing executed by both parties, subject to and conditioned upon the same terms and conditions outlined herein and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.
4. USER agrees to establish a temporary dryland training venue at the Facility where elite-level athletes training for upcoming Olympic Games may train and pay CITY a total revenue equal to a twenty percent (20%) share of the total revenue amount collected by USER, and USER shall deliver to CITY said 20% revenue on the 15th day of each month during the initial term of this Agreement and on the 15th day of every month thereafter during any applicable contract extension(s) pursuant to the terms and conditions outlined

in Exhibit A, attached hereto and incorporated herein this Agreement. USER shall deliver to CITY a detailed record of all revenue collected by USER on the 30th day of each month. CITY reserves the right to conduct a monthly accounting and audit of USER's revenue. It is acknowledged and agreed by USER that this amount is the minimum payable to the CITY and does not constitute a limitation upon its obligations to compensate the CITY for any other revenue-sharing services performed by USER in accordance with this Agreement. This amount, however, does not constitute a limitation of any sort upon USER's obligation to perform all items of work required by or which can be reasonably inferred from the terms and conditions outlined herein, nor infer an obligation on the CITY to compensate USER or reimburse USER for its expenses.

5. Upon executing this Agreement, but no later than ten (10) days after the Effective Date, USER shall, at its sole cost and expense, deliver and install at the Facility purpose-built dryland diving training equipment valued at \$150,000 to support critical training components for ongoing diving program growth and athlete development for local, national, and international diving training camps and programs ("Training Equipment"), subject to the terms and conditions outlined in Exhibit A which is attached hereto and incorporated herein this Agreement. USER agrees to be responsible at its sole cost and expense for the regular and emergency maintenance and repairs of all Training Equipment delivered and installed at the Facility by USER, its agents, or assigns during the term of this Agreement. CITY agrees that USER shall retain ownership and control of the equipment after the term of this Agreement expires, and USER shall remove all equipment from the Facility no later than ten (10) days after the expiration date of this Agreement.
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 the 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 (2025), 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.

#### 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 with 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 7 Business Days before the effective time of such termination.
16. CITY has the 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:

John Wingfield  
Indiana Diving Academy, Inc.  
501 Seabreeze Blvd.  
Fort Lauderdale, FL 33316

### **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 (2025), 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 (2025), 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 the 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 the 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.

### **THIRD-PARTY BENEFICIARIES**

27. There are no third-party beneficiaries to this Agreement.

### **EXTENT OF AGREEMENT**

28. 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**

29. 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 (2025), as may be amended or revised.

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**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.

\_\_\_\_\_  
DAVID R. SALOMAN  
City Clerk

\_\_\_\_\_  
DEAN J. TRANTALIS, Mayor

(CITY SEAL)

\_\_\_\_\_  
RICKELLE WILLIAMS, City Manager

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

Approved as to form and correctness:  
SHARI L. MCCARTNEY, City Attorney

\_\_\_\_\_  
PATRICIA SAINTVIL-JOSEPH  
Assistant City Attorney

**USER**

WITNESSES  
Indiana

**INDIANA DIVING ACADEMY INC.,** an

profit corporation authorized to conduct business in  
the State of Florida.

Matt Marvín

Signature

Matt Marvín

[Witness type/print name]

John V. Wingfield  
John Wingfield, President

Morgan M. Ayres  
Signature

Morgan M. Ayres  
[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this 15 day of May, 2026, by **John Wingfield**, as President for  
**INDIANA DIVING ACADEMY INC.**, an Indiana profit corporation authorized to conduct  
business in the State of Florida.

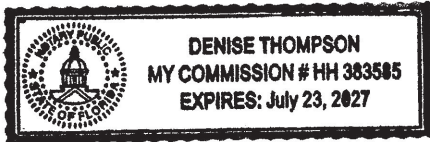
Denise Thompson

(Signature of Notary Public)

Notary Public, State of Florida

Denise Thompson  
(Print, Type, or Stamp Commissioned Name of Notary  
Public)

(NOTARY SEAL)



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

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

**EXHIBIT A**  
**CONDITIONS OF NON-EXCLUSIVE FACILITY USE**  
**The Morton Center (Dryland Diving Training)**

USER is permitted to use certain areas within The Morton Center, located at 2980 SW 8th Ave, Fort Lauderdale, FL 33315 ("Facility"), on a non-exclusive basis as designated by the CITY during days and hours approved by the CITY's Parks and Recreation Department. All use shall be subject to the Facility's availability and the CITY's sole discretion.

USER agrees to deliver and install at the Facility certain purpose-built dryland diving training equipment valued at \$150,000 or more to support critical training components for ongoing diving program growth and athlete development for local, national, and international diving training camps and programs ("Training Equipment"), subject to the terms and conditions outlined in this Agreement. USER agrees to provide the services and/or materials in accordance with the terms and conditions outlined in this Agreement and pay the CITY a total revenue equal to a twenty percent (20%) share of the total revenue amount collected by USER, and USER shall deliver to CITY said 20% revenue on the 15<sup>th</sup> day of each month of the initial term of this Agreement and every month thereafter during any applicable contract extension(s) pursuant to the terms and conditions outlined in this Exhibit.

The Fort Lauderdale Diving Team, a CITY diving program operated by USER, shall have priority use of the Facility during the following scheduled times, subject to the CITY's overall scheduling authority and final written approval:

- Monday through Friday: 9:00 A.M. – 12:00 P.M. and 2:00 P.M. – 8:00 P.M.
- Saturday: 9:00 A.M. – 12:00 P.M. and 2:00 P.M. – 4:00 P.M.

These hours are based on current program needs and may be modified at the discretion of the CITY, in coordination with USER, subject to Facility availability.

CITY reserves the right to modify, reduce, suspend, or relocate USER's scheduled use at any time for CITY programs, special events, maintenance, or operational needs, with written notice to USER.

Permitted use is limited to the following activities:

- Dryland training for competitive diving, including strength, conditioning, flexibility, and air awareness training.
- Supervised team practices, training sessions, and skill development.
- Clinics, camps, and related diving program activities approved by the CITY.

No other activities shall be conducted without prior written approval from the CITY.

USER shall maintain the Facility in a clean, safe, and orderly condition at all times and shall restore the Facility to such condition immediately following each use. USER is responsible for the prompt removal of all trash, debris, and materials resulting from its use and shall dispose of such waste in designated CITY containers.

USER shall provide continuous, qualified adult supervision during all use of the Facility and shall ensure compliance with all applicable CITY ordinances, rules, posted regulations, safety protocols, and staff directives.

USER shall be responsible for any damage to the Facility or CITY property caused by its operations, agents, staff, participants, or invitees, excluding normal wear and tear, and shall reimburse the CITY for all necessary repairs.

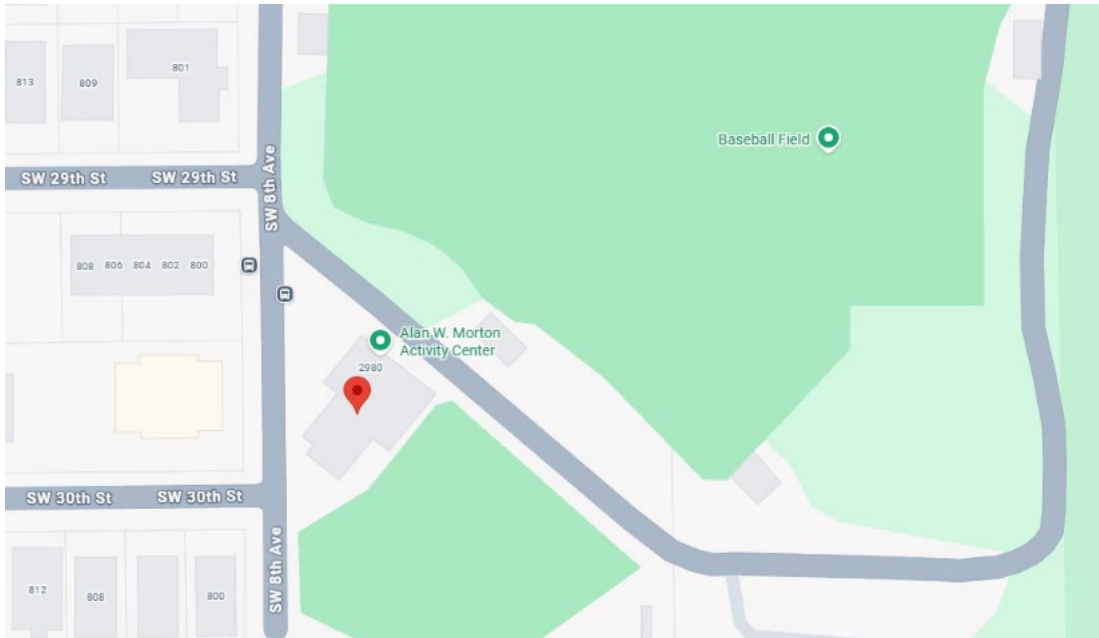
All equipment provided by USER shall remain the sole responsibility of USER. The CITY assumes no responsibility for the loss, theft, damage, or storage of USER equipment or personal property.

Any approved storage of equipment on-site shall be at USER's sole risk. CITY reserves the right to require the removal of any stored equipment or materials at any time.

USER shall coordinate, when requested by the CITY, with CITY programs and operations to support the overall use and success of the Facility.

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**Exhibit "B"**



**Morton Activity Center**



**ADDRESS:**  
2890 SW 8th Ave  
Fort Lauderdale, FL  
33315  
**PHONE:**  
 (954) 828-7275

- AMENITIES:**
- Recreation Center
  - Restrooms
  - Stage

**Hours:** Monday - Friday, 8 AM - 5 PM

