

**USE AGREEMENT BETWEEN
LEHIGH ACRES SPRING FESTIVAL ASSOCIATION, INC. AND LEE COUNTY
FOR USE OF LEE COUNTY'S VETERANS PARK
FOR THE LEHIGH SPRING FESTIVAL**

THIS USE AGREEMENT is made this 12th day of February, 2016 by and between Lee County, a political subdivision and Charter County of the State of Florida by and through its Department of Parks and Recreation, hereinafter referred to as "COUNTY" and Lehigh Acres Spring Festival Association, Inc., a not-for-profit corporation, whose address is PO Box 747 Lehigh Acres, FL 33970, herein referred to as "USER".

WHEREAS, the COUNTY owns Veteran's Park located at 55 Homestead Road, Lehigh Acres, Florida 33936, as shown on the map attached as Exhibit "A", and

WHEREAS, USER desires to hold their annual spring festival event at Veterans Park; and

WHEREAS, the COUNTY is amenable to allowing USER to hold the Spring Festival at Veterans Park in compliance with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, Lehigh Acres Spring Festival Association, Inc. may hold its 2016 Spring Festival at Veterans Park in accord with the following.

1. **Recitals.** The above recitals are true and correct and incorporated herein as those fully set forth below.

2. **Event Dates.** The Lehigh Acres Spring Festival will be held March 11, 2016 through March 19, 2016. The USER is permitted 5 days for set-up (March 6 beginning at 2PM through 10), nine days for the actual event (March 11 through 19) and four days for removal/cleanup (March 20 through 23).

3. **Planning.** The COUNTY will be informed of all planning meetings regarding the festival and have an opportunity to have COUNTY representation present at all planning meetings.

4. **Permits.** USER is responsible for obtaining all required Special Event permits from the appropriate agencies as directed by the Lee County Special Event Permit Application. The Application may be obtained from the Lee County Public Resources Office located on the first floor of the County Administration building or online at:
<http://www.leegov.com/gov/dept/publicresources/Documents/Special%20Event%20Permit%20Application.pdf>.

If USER plans to sell alcoholic beverages at this event, USER must obtain all required permits. A completed Alcoholic Beverage application must be provided to the COUNTY Representative at least 30 days prior to set up for the first day of the event. The Alcohol Beverage permit application can be found online at:
http://www.lee.gov.com/gov/dept/publicresources/Documents/ALCOHOLIC_BEVERAGE_APPLICATION.pdf

In the event of a conflict with conditions set forth in other permits obtained for this event, the conditions set forth in this Use Agreement will control.

5. **Fees.** USER must pay the \$250.00 per day not-for-profit status fee stipulated in the Board of County Commissioners Administrative Code Fees and Charges Manual, as may be amended. This fee applies to actual event operation days. Nine days at \$250.00 per day for a total of \$2,250.00. The full fee should be paid prior to the set up date for the festival. However, the full fee must be paid not later than the day before scheduled opening day of the festival. Payment of the fees relate solely to use of the designated area of the park.

6. **Deposit.** USER must pay a flat refundable deposit fee of \$1,000.00 on the date the special events permit is requested for the Festival. This deposit may not be used toward the fees payable for use of the park. The deposit will be refunded after the post festival walk through with County staff reveals the property is being returned in the condition it existed on the date the festival setup began.

7. **Park Walkthrough/Documentation.**

- a. A thorough walkthrough of the park site must be made within one week before the event with the COUNTY Representative and USER Event Coordinator. The COUNTY Representative will photo document the condition of the facility. All documentation of the condition of the park must be signed by the Lee County Parks and Recreation Director and USER Event Coordinator.
- b. The USER Event Coordinator and COUNTY Representative must walk through the park site within two days after the last day of the event to photo document the condition of the facility. All documentation of the condition of the park after the final walk-through must be signed off by the Lee County Parks and Recreation Director and USER Event Coordinator.

8. **Carnival Layout.** Lee County Parks and Recreation will be involved with the planning for the layout of the carnival in the park. The USER must adhere to the recommended placement of any equipment/carnival rides to minimize responsibility for damages to the park. Any damages caused as a result of the USER failing to adhere to the COUNTY recommendations as to carnival layout will be the responsibility of the USER. USER will be required to repair or replace damaged COUNTY property at the

USER's expense. In the event USER fails to repair or replace damaged COUNTY property, COUNTY may deny future use of the site for the benefit of the Lehigh Acres Spring festival, Inc.

9. **Site plan.** A site map will be developed by COUNTY and USER Representatives at least 45 days prior to the event. The site map must designate the location where alcoholic beverages may be sold, all parking, midway rides/activity locations, event dumpsters, and sanitation units. A preliminary site plan must be provided to Parks and Recreation prior to execution of this Agreement. The approved site plan must be adhered to for the duration of the event.

10. **Event Duration.** USER will be allowed use of the site four days before the event for setup of event features, nine days for the actual event and four days after the event for removal of any features brought in by USER. Additional days, prior to or after the set up and break down days may be provided, with written approval from COUNTY, for the USER to set up items pertaining to the festival theme, such as directional and sponsor signs, as well as fencing off the area designated for alcoholic beverages. The COUNTY will not be responsible for maintaining or securing any items placed on park property prior to the event.

Any festival equipment, trailers, or vehicles remaining anywhere on park property after the allotted clean-up days will be assessed \$250.00 per day until removal. This assessment will be deducted from the deposit or charged to the USER, as appropriate.

11. **Parking.** A site map will be developed by the COUNTY and USER Representatives consistent with paragraph 9. The site map must designate the locations where parking donations will be collected. The site plan must be adhered to for the duration of the event. USER must assure all donation collectors have received proper training and safety equipment.

12. **Games of Chance.** Games of chance such as bingo are prohibited. Only traditional carnival/fair games are allowed.

13. **Alcoholic Beverages.** Only beer and wine sales will be permitted, provided the USER obtains the necessary state and local permits. This activity must be confined to only one designated place to be agreed to by the COUNTY and identified on the approved site plan consistent with paragraph 9. This area dedicated to the sale of alcoholic beverages must be physically separated from other festival venues by a fence to prevent unauthorized ingress/egress. Fencing is to be approved by the COUNTY and provided at USER's expense. There may be only one entrance/exit provided to the alcoholic beverage sale area. Alcohol sales are not permitted within the last 1 ½ hours prior to the daily closing of the event. No person is allowed to consume alcoholic beverages outside the designated area. Alcoholic beverages are specifically prohibited at any other time or location in the park.

USER is responsible to provide security personnel at the entrance to the beer tent during all open hours to enforce all County rules and regulations.

14. **RV/Camper, Trailer/Truck Cab.** All carnival operators living on site during the duration of the event must park/locate their vehicles only in areas approved by the COUNTY. Repair work on any personal vehicles is prohibited while on park grounds. Dogs or other pets are not permitted in the park, but must remain in the personal RV camper trailer/truck cabs of the carnival operators.

Event personnel that must live on site may park personal vehicles only in areas designated by the COUNTY. This area will be defined and designated on the Site Plan approved by the COUNTY under paragraph 9. Vehicles will not be allowed to come and go from the event areas during the event operating hours. USER will work with the park representative to provide a vehicle access "road" for carnival operators' use during off hours.

15. **Midway Rides and Activities.** USER will work with the COUNTY to establish the best location for carnival rides so the impact on the facility can be minimized. The location of the rides and activities will be identified in the approved Site Plan.

16. **Digging/excavation.** Digging of any sort is not permitted. Any type of activity that requires mud or other pits must be accomplished at grade or some sort of means approved by the COUNTY.

17. **Storage of additional/unused rides and equipment.** Only those rides that are actively included as part of the Spring Festival may be located or brought onto Park Property. All unused rides and related equipment units must be stored offsite at a location other than Lee County Parks and Recreation Property. Except for the normal/minor repairs required at the time of set-up, and preventative maintenance of equipment required during active use, ride repair is not permitted on park property.

18. **Waste removal.** All solid waste must be placed in bags and the bags must be placed in locations designated by the COUNTY Representative. USER must collect the bags and place them in the designated location, at least daily, or more often if necessary. USER must make every effort to maintain the facility.

The USER, at the USER's expense, must obtain a dumpster sufficient to hold the solid waste generated by the event from an approved Lee County Solid Waste vendor. The dumpster must be onsite and available for use during the entire duration of the event, including setup and breakdown.

The emptying of RV/Camper sanitation tanks (black and gray water) is not permitted on COUNTY property. USER is responsible to assure that no RV/Camper is disposing any gray or black water onto park property. All waste generated from the

location of RV/Camps on the COUNTY property must be properly retained, stored and disposed of at the USER's expense.

19. **Athletic Field Use.** A field use permit is required to use the softball/athletic fields for any festival activities conducted on those fields and the appropriate fee must be paid as directed in the Lee County Fees and Charges manual. Charges applicable to use of the athletic fields as part of the Spring Festival are not included in the event fees identified in paragraph 5.

20. **Park Damage.** Every effort must be made to prevent damage to park property and grounds. USER is responsible to leave the facility in a good state of repair less reasonable wear and tear. The USER Coordinator must work with the COUNTY Representative to locate event features in such a way so as to ensure the facility is left in good condition.

21. **Failure to Comply.** Failure to comply with any and all terms of this Agreement over the course of the event may result in the loss of some or all of the deposit monies.

22. **Termination.** This Agreement may be terminated by either party upon 60 days written notice sent to the other party at the address identified in paragraph 31.

23. **Notice.** Notices referred to in this agreement must be written, signed and delivered to the party at the address identified in paragraph 31.

24. **Event Business Hours.** Veterans Park will be open for public participation at the event during the following hours.

Monday - Friday 6:00 pm - 11:00 pm
Saturday - Sunday 12:00 pm - 11:00 pm

25. **Assignment.** This Agreement may not be assigned without prior written permission from the COUNTY.

26. **Event Set-up, Breakdown and Removal.** USER agrees that no rides or event related equipment, including trailers, coolers, storage units, tents carnival/midway rides, etc. will be placed or moved onto COUNTY property prior to beginning of the four day set up period. USER further agrees that all equipment, including trailers, coolers, storage units, tents, carnival/midway rides, etc. will be removed completely within four days of the last day of Festival/event. If USER fails to comply with this condition the penalty fees set forth in paragraph 10 will be imposed by the COUNTY.

27. **Inspection.** COUNTY has the right to inspect the premises at any reasonable time without advanced notice during the term of this Agreement.

28. **Insurance.** USER must provide insurance, consistent with attached Exhibit "B", prior to the commencement of this Agreement.

29. **Indemnification.** USER will be liable for and agrees to indemnify and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of any USER errors, omissions and/or negligence. USER will not be liable for damages arising out of any errors, omissions and/or negligence of the COUNTY or its employees.

30. **Security.** Security of the event area will be the sole responsibility of USER including the hiring of a Sheriff's Deputy to be present at the alcoholic beverage serving area during event hours. COUNTY is not responsible for any theft, vandalism or other destruction or property loss with respect to USER's property or equipment.

31. **Contact Information.** The USER Representatives responsible for the administration of this Agreement are:

Vicki Culver, Treasurer
Lehigh Acres Spring Festival Association, Inc.
P.O. Box 747
Lehigh Acres, FL 33970
Phone: (239) 229-9318

The COUNTY Representatives responsible for the administration of this Agreement are:

Deborah Derums, Manager and/or
Jim Geissler, Senior Supervisor
Lee County Parks and Recreation
P.O. Box 398
Fort Myers, FL 33902-0398
Phone: (239) 533-7400

32. **Change in Representatives.** In the event that different Representatives are designated by either party after execution of this Agreement, notice of the name and address of the new Representative will be rendered in writing to the other party and said notification will be attached to originals of this Agreement.

33. **Exclusivity.** Nothing in this Agreement may be construed as granting USER the right to exclusive use of Lee County Veterans Park during the event. The park will remain open to the general public for use and activities unrelated to the Festival.

34. **Electric.** The COUNTY will have all electric outlets in the festival area

checked one month prior to the start of the event.

If the USER requires any modifications to the electric within the festival area, the work must be done by a licensed, insured, and certified electrician; and, COUNTY must be notified prior to the start of any work. Any damage caused as a result of the USER's modifications will be the responsibility of the USER to repair or replace at the USER's expense. Failure to compensate the COUNTY for any damages may result in the denial of future facility use. After completion of event the COUNTY electricians will verify compliance.

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IN WITNESS WHEREOF, the parties execute the Licensed Agreement effective the day and year first written above.

LEHIGH ACRES SPRING FESTIVAL
ASSOCIATION, INC.

By: Vicki Z Culver
Vicki Culver, Treasurer

Witness: Christie Twarder
Print Name: Christie Twarder

Witness: Terrance Coulton
Print Name: Terrance Coulton

LEE COUNTY

By: _____
Dana Kasler, Director
Parks and Recreation

Witness: _____
Department _____
Print Name: _____

Witness: _____
Print Name: _____

Approved as to Form:

Lee County Attorney's Office

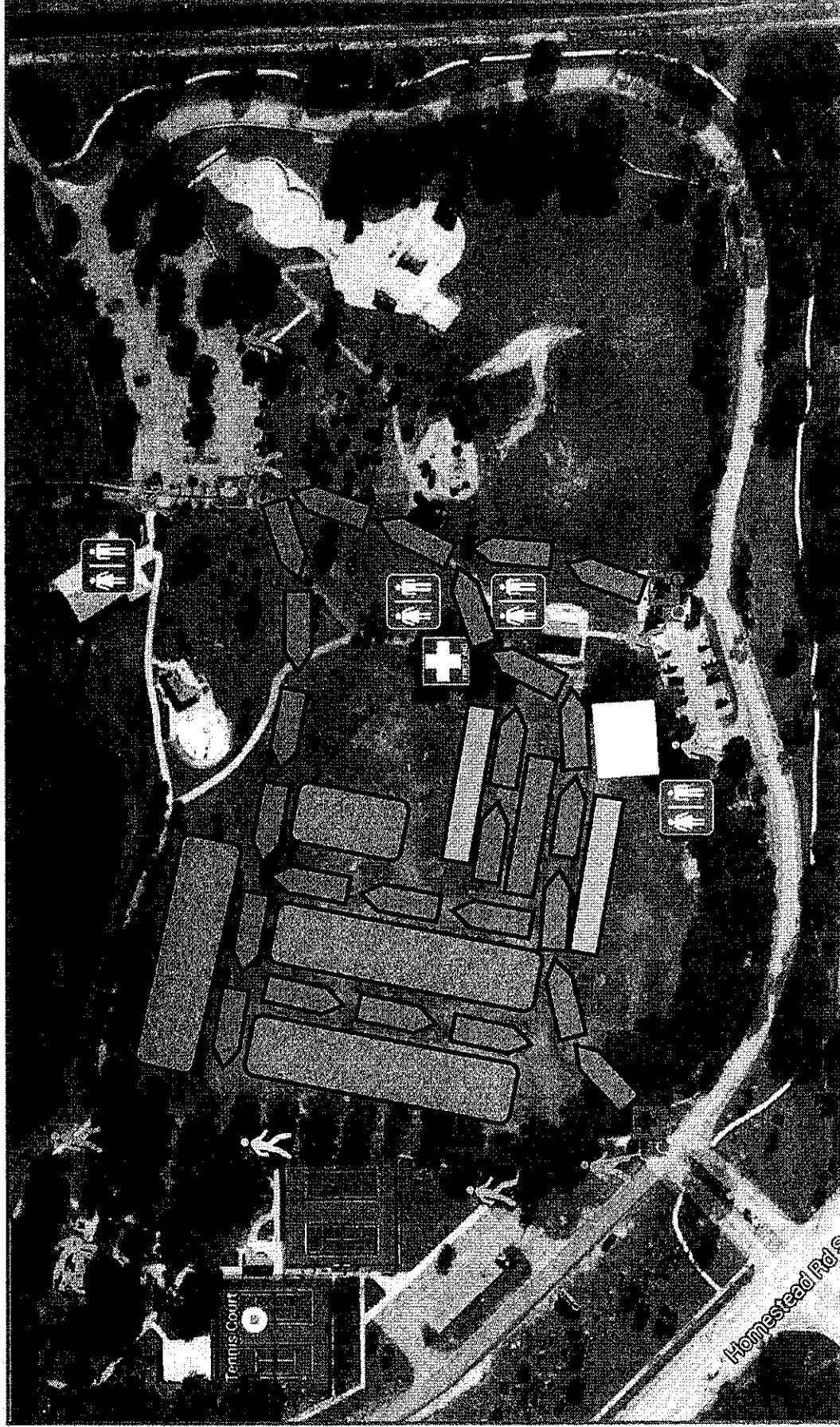
A-Map of Veterans Park
B-Insurance Requirement

Exhibits

EXHIBIT A

Map of Veterans Park

2016 Lehigh Spring Festival Site Plan



- | | | | | | | | |
|---|--------------------------|---|------------------------|---|---------------------------|---|----------------------|
|  | Vehicle/Emergency Access |  | First Aid Station/Tent |  | Facilities/Port-A-Potties |  | General Vendor Tents |
|  | Pedestrian Access/Exit |  | Beer Tent/Beer Garden |  | Emergency Access Routes |  | Food Vendor Tents |
| | | | |  | |  | Carnival Area |

EXHIBIT B

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities, but are merely minimums.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$1,00,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

**The required limit of liability shown; may be provided in the form of "Excess" or "Commercial Umbrella Insurance Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Verification of Coverage:

1. Ten (10) days prior to the commencement of any work under the contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. Lee County Board of County Commissioners shall be listed as Certificate Holder.
 - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an **"Additional Insured"** on the General Liability policies.
 - c. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

L.A. Insurance

2802 Lee Blvd, Unit 2

Lehigh Acres, FL 33971

Phone (239) 369-6000

Fax (239) 369-8238

INSURED

Lehigh Spring Festival Association, Inc

PO Box 747

Lehigh Acres, FL 339700747

(239) 936-5256

CONTACT

NAME:

Tami Baker

PHONE

(239) 369-6000

(A/C, No, Ext):

FAX

(A/C, No):

(239) 369-8238

E-MAIL

tambaker6000@msn.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Capitol Specialty Insurance Corp

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR : WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00
A		Y N	Binder 116022	03/04/2016	03/26/2016	MED EXP (Any one person) \$ 5,000.00
						PERSONAL & ADV INJURY \$ 1,000,000.00
						GENERAL AGGREGATE \$ 2,000,000.00
						PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB	☐ OCCUR				
	☐ EXCESS LIAB	☐ CLAIMS-MADE				EACH OCCURRENCE \$
	☐ DED ☐ RETENTION\$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				☐ WC STATU-TORY LIMITS ☐ OTH-ER
	(Mandatory In NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	Y N	Binder 116022	03/04/2016	03/26/2016	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: Lee County Board of County Commissioners, PO Box 398, Fort Myers, FL 33902

Lehigh Spring Festival, March 11-19, 2016. Hours that alcohol will be served is 6pm-11pm weeknights and Noon-11pm on the weekends.

CERTIFICATE HOLDER

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

PO BOX 398

239-485-5460

239-485-5460

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Not For Profit Corporation**

LEHIGH ACRES SPRING FESTIVAL ASSOCIATION, INC.

Filing Information

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FEI/EIN Number	23-7417232
Date Filed	10/24/1974
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/14/2011

Principal Address9 HOMESTEAD RD N
LEHIGH ACRES, FL 33936

Changed: 02/09/2013

Mailing AddressPO BOX 747
LEHIGH ACRES, FL 33970

Changed: 04/14/2003

Registered Agent Name & AddressCULVER, VICKI Z
9 HOMESTEAD RD N
LEHIGH ACRES, FL 33936

Name Changed: 02/09/2013

Address Changed: 02/09/2013

Officer/Director Detail**Name & Address**

Title PD

Carter, Judy
PO BOX 747
LEHIGH ACRES, FL 33970

03/19/1996 -- ANNUAL REPORT

[View image in PDF format](#)

04/05/1995 -- ANNUAL REPORT

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