

7-21-09  
1-00

**THE MAITLAND MIDDLE SCHOOL, LAKE SYBELIA AND DOMMERICH  
ELEMENTARY SCHOOLS, CITY OF MAITLAND MAINTENANCE AND JOINT USE  
AGREEMENT**

This **Maitland Middle School, Lake Sybelia and Dommerich Elementary Schools, City of Maitland Maintenance and Joint Use Agreement** (hereinafter referred to as the "Agreement") is made and entered into between **The School Board of Orange County, Florida**, a public corporate body existing under the laws and Constitution of the State of Florida, with its principal offices at 445 West Amelia Street, Orlando, Florida 32801 (hereinafter referred to as the "School Board"), and the **City of Maitland, Florida**, a municipal corporation, with its principal offices at 1776 Independence Lane, Maitland, Florida 32751 (hereinafter referred to as the "City").

**WITNESSETH**

**Whereas**, the City and the School Board are interested in and concerned with the development and provision of adequate parks and recreational facilities for their respective usage; for physical education programs; and for the recreational enrichment, human development, and well being of the students and people of the local community; and

**Whereas**, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes local governmental entities to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and, thereby, to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**Whereas**, the School Board owns land and recreational facilities located within the City of Maitland; and

**Whereas**, a cooperative effort between the City and the School Board will enable recreational sites to be utilized without duplication of efforts and expenditures; and

**Whereas**, the School Board owns Lake Sybelia Elementary School, Dommerich Elementary School, and Maitland Middle School (the foregoing schools are sometimes referred to in this Agreement individually as "School," and collectively as "Schools"), and the outdoor athletic and recreational facilities located on the School campuses as defined by the schematic of each campus attached hereto as Exhibit "A" (such recreational facilities shall be referred to hereinafter as the "Athletic Fields") along with the Gymnasium located at Maitland Middle School (the "Gym"); and

**Whereas**, the City wishes to maintain the Athletic Fields at the Schools in return for exclusive first priority use of same during non-school hours; and

**Whereas**, the School Board and the City wish to enter into this Agreement, to set forth the terms and conditions regarding use and maintenance of the Athletic Fields and Gym; and

**Whereas**, the School Board and the City desire that this Agreement supersede any and all previous agreements setting forth the terms and conditions of construction, maintenance and use of the Schools and the Athletic Fields.

**Now Therefore**, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by School Board to City, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the School Board and the City hereby covenant and agree to and with each other as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. **Maintenance Standards of Athletic Fields.**

- (a) The City shall provide lawn care and cutting services, maintain landscaping, irrigation and irrigation clocks currently installed within the Athletic Fields at the Schools. The City shall fertilize and reseed all ball fields and refurbish clay as needed, repair and repaint concession stands and bleachers; repair and paint all City installed improvements including fencing (excluding perimeter school installed fencing); and regular litter disposal.
- (b) The City shall be responsible for trimming the trees up to 15 feet within the Athletic Fields. All additional tree work shall be the responsibility of the School Board.
- (c) All landscaping improvements installed or caused to be installed by the City shall be free from hazardous plants or materials.
- (d) All hedges shall be pruned to uniform height, but not so low as to be detrimental to the plant, and shrubs shall be shaped as necessary. All trees shall be kept clear of dead, unsightly or hazardous limbs. Ornamental and flowering shrubs shall be maintained according to Florida Department of Agriculture standards.
- (e) Fence lines shall be maintained weed free and safe.
- (f) Irrigation systems damage caused by City shall, at the School Board's option, be repaired no later than the following day. Replacement parts shall be of the same make and part or model number as then currently used.
- (g) Edging shall be performed with an edger, and weed eaters shall not be used for edging at any time.
- (h) All string trimming, edging, hedging, pruning and power blowing shall be stopped when the student population is within thirty-three (33) feet of the equipment.

- (i) n The City shall be responsible for the disposal of all cuttings and trimmings resulting from its maintenance of the Athletic Fields.
- (j) n Litter removal under paragraph 3(e)(ii)(A)(1) shall include, by way of example and not limitation, bottles, glass, cans, paper, cigarette butts, branches and all other non-biodegradable material, and disposal of litter at an appropriate place.
- (k) n The City shall stock and provide cleaning services for the restroom located at Maitland Middle School Athletic Service Area as needed to accommodate City program schedules and the School Board “Scheduled Use Calendar” identified in 3(b) below. Other service periods will be at the discretion of the City.

3. **Joint Use Terms and Conditions.**

(a) n **Scheduling Priority.**

(i) Use of Athletic Facilities.

(A) n The School Board shall have exclusive use of the Athletic Fields and Gym during school hours for use at all school events and programs sponsored by the School Board, including adult education, other education programs, or other School District activities designed to meet the specific needs of the students and community, some of which may occur outside of school hours.

(B) n In return for maintaining the Athletic Fields as described above, the City shall have exclusive first priority use of all Athletic Fields during non-school hours daily and weekends and during all scheduled school vacations (Winter, Spring and Summer), closure periods, and when no activities are scheduled pursuant to paragraph 3(b) below.

(C) n After September 30, 2009, or after June 8, 2009, if construction is complete and the Gym is safely accessible, in return for the fee described in 3(d)(ii) the City shall have exclusive first priority use of the Gym for City athletic, camp and recreation programming purposes during non-school hours, daily and weekends and during all scheduled school vacations (Winter, Spring and Summer), and closure periods, and when no activities are scheduled pursuant to paragraph 3(b) below. Notwithstanding the above, if the renovation of the school prohibits use of the Gym beyond September 30, 2009, the School Board shall give at least ninety (90) days notice.

(D) The City acknowledges that a portion of the Lake Sybelia School Athletic Service Area will be utilized as a location for portable

classrooms during the renovation occurring of the Lake Sybelia Campus beginning in March 2009 through August of 2011. The School Board acknowledges that the City's obligation to maintain that portion of the Lake Sybelia School Athletic Service Area will not occur until the renovation is completed and the portables are removed on or about August of 2011.

- (b) | In order for the City to initiate program activities, marketing, registrations and staffing, the City will coordinate a "Scheduled Use Calendar" with the Principal of each school. The "Scheduled Use Calendar" will outline the School Board's activity dates and times. The "Scheduled Use Calendar" will be prepared at (a) the beginning of the school semester, (b) at the beginning of the school term each January, and (c) each April 1 for summer scheduling. Changes to and/or cancellations on the "Scheduled Use Calendar" must be communicated to the City at least 30 days in advance to make it possible for the City to recover, reschedule, and accommodate displaced recreation and athletic programs.
  
- (c) | Use by Third Parties.
  - (i) | The School Board shall have the authority to schedule and authorize use by a third party of all Athletic Fields during school hours for use during school events and programs sponsored by the School Board, including adult education, other education programs, or other School District activities designed to meet the specific needs of the students and community set forth on the scheduled use calendar. The School Board shall have the sole authority to schedule and authorize use of the Gym by a third party.
  
  - (ii) | The City shall have the authority to schedule and authorize use by a third party of all Athletic Fields during non-school hours, daily and weekends and during all scheduled school vacations (Winter, Spring and Summer), and closure periods. The City must require that all third parties adhere to the terms of this Agreement including, but not limited to insurance and indemnification. The City shall ensure that any and all third party users complete a facility use agreement in a form substantially similar to that which is attached as Exhibit B, prior to use of the Athletic Fields. The City may charge third parties a fee reasonably related to the costs of maintaining the Athletic Fields. The City shall not schedule or authorize the use of the Gym by a third party.
  
- (d) | Use Charges.
  - (i) | In exchange for the services provided by the City set forth in this Agreement, the City shall be exempt from any fees (facility use, janitorial, utility, etc) for the use of Athletic Fields as defined above.

- (ii) r The City shall pay to the School Board nine thousand seven hundred fifty dollars and zero cents (\$9,750.00) for the estimated 1300 hours of annual use of the Gym (the "Use Fee"). The City shall pay the Use Fee to the School Board by October 15 of each year. Maitland acknowledges that this is the minimum fee available and that said fee reimburses the School Board's actual cost associated with operating the Gym. The City shall clean the Gym after each use in accordance with the standards set forth herein. The City shall refinish the Gym floor annually, and every fourth year it shall strip and refinish the floor.
- (iii) r The City shall pay all monthly charges for irrigation water and meters.
- (iv) r The City will be charged for maintenance, repairs, staffing, cleaning and any other function that is a direct cost by their use beyond normal wear and tear items.
- (v) r The City shall ensure that no charges shall be made by the City to the School Board for the conduct and administration of its programs at the Schools and no cost, expense or financial burden shall be imposed upon the School Board by the City for or arising from the conduct of such programs.

(e) Standards of Use.

- (i) r The Schools may be occupied and used by the City solely and exclusively for programs, as described above, and for such other incidental purposes as are reasonably related to such programs.
- (ii) r The City shall not make any use of the Schools in such a manner or such times as would interfere in any way with scheduled school activities.
- (ii) r When mutually agreed upon by the City's Director of Leisure Services or designee and the Principal, the City shall make any and all repairs which are deemed necessary and result from the use by any person or entity employed by the City or a participant in any City program on the Athletic Fields or Gym.

(A) r Athletic Fields

- (1) The City shall regularly inspect the Athletic Fields and all improvements thereon and shall keep the same in a neat, clean and safe condition at all times. At the end of each daily use, the City shall clean the portion of the Athletic Fields on which trash or litter has been left by persons attending activities of the City on the Athletic Fields, so that the Fields shall be in a clean and proper condition for

use by the School Board at the beginning of the following day. If the Athletic Fields or any portion thereof is not maintained in a neat, orderly, safe and sanitary condition, the Principal shall give notice to the City of the need to correct and the City shall correct the condition before the end of the following business day after notification. If the City does not correct before the following business day after notification, the Principal may direct the School Board personnel to clean the Athletic Fields and shall charge the City the reasonable cost of such work, which shall be promptly paid by the City. If the City fails to promptly pay such cost or fails, after reasonable notice, to properly maintain the Athletic Fields, City's privilege to use the Athletic Fields may be suspended for a period of up to thirty (30) days, upon ten (10) days' written notice to the City.

- (2) Maintain storage shed at Maitland Middle School and all irrigation systems installed by the City.

(B) Gym

- (1) The City shall regularly inspect the Gym during its use and all improvements therein and shall keep the same in a neat, clean and safe condition at all times. At the end of each daily use, the City shall be responsible for cleaning the Gym and adjoining hallways and bathrooms ("Gym Area") so that the Gym Area shall be in a clean and proper condition for use by the School Board at the beginning of the following day. If the Gym Area or any portion thereof is not maintained in a neat, orderly, safe and sanitary condition, the Principal shall give notice to the City of the need to correct and the City shall correct the condition before the end of the following business day after notification. If the City does not correct before the following business day after notification, the Principal may direct the School Board personnel to clean the Gym and shall charge the City the reasonable cost of such work, which shall be promptly paid by the City. If the City fails to promptly pay such cost or fails, after reasonable notice, to properly maintain the Gym, City's privilege to use the Gym may be suspended for a period of up to thirty (30) days, upon ten (10) days' written notice to the City.
- (2) Access. The School Board shall provide to the City an access code to allow the City ingress and egress from the

Gym. The access code shall only allow access into the Gym Area and no other portion of the school. The City agrees that it shall only share the code with City employees directly involved with programs taking place in the Gym. The School Board reserves the right to change the access code, and upon any change shall notify the City of the new code.

(C) f Ensure Proper Behavior

- (1) f Supervise and select both staff and/or participants in City programs solely and exclusively.
- (2) f Not suffer or allow any person using the Athletic Fields and Gym incidental to the programs of the City, to possess or consume alcoholic beverages or illegal drugs, or to use any tobacco product (including, but not limited to cigars, cigarettes, chewing tobacco, and snuff) on the campus.
- (3) Instruct its employees, agents, participants and others using the Athletic Fields and Gym incidental to the programs of the City to be courteous and respectful to persons residing near the School, to approach and depart the School in a safe and orderly fashion, without undue noise and disturbance, and to avoid obstructing traffic on streets adjoining the School.
- (4) f Prohibit and prevent participants, guests, and sublicensees from entering the school building and hallways with the exception of the Gym during the City's scheduled use.
- (5) Prevent its representatives, participants, any of its guests or invitees, from performing any disorderly conduct, violating School Board policies and rules, committing or maintaining any nuisance on the Premises or using the Premises in any way so as to interfere with the operation of the school or the exercise by the licensees of privileges which the School may give them in said premises.
- (6) f Promptly address and respond to complaints of the general public in a reasonable time after the date the City is made aware of the complaint.

(D) *f* Comply with Legal Rules

- (1) *f* In its use of the Athletic Fields and Gym, at its sole expense, comply with all present and future valid and applicable laws, ordinances, and regulations of the Federal government and its agencies, the State of Florida, Orange County, and any municipality wherein the programs operate, School Board and agencies of any of the foregoing (including, but not limited to, those agencies involved with zoning, health and sanitary conditions, and safety and fire prevention). The City shall not allow the School to be used for any illegal, unsafe, or immoral purpose.
- (2) *f* Manage and operate the Athletic Fields, Gym and programs on a non-discriminatory basis.

**4. General Terms**

- (a) *f* Term of Agreement. The term of this Agreement shall be for an initial term of eight (8) years and either party shall have the option to renew up to two (2) additional eight year terms on the same terms and conditions upon ninety (90) day's notice to the other party.
- (b) *f* The City shall exercise its rights and obligations under this Agreement at its own risk and expense. The City agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims, suits, liability, demands, damages, costs and expenses of whatsoever kind or nature (including without limitation reasonable attorneys' and paralegals' fees incurred, whether or not suit be brought) against School Board, within the limitations of F.S. §768.28 (\$100,000/\$200,000). Within limitations of F.S. §768.28 (\$100,000/\$200,000), the City shall defend, indemnify and hold harmless School Board, its agents, employees and elected officials, at all times from and against said claims arising out of the City's negligent acts, errors and omissions in connection with this Agreement, or the negligent acts, errors and omissions of anyone acting under City's direction, control, or on its behalf.
- (c) *f* Throughout the term of this Agreement, the City shall maintain general liability insurance or self insurance in compliance with the limits set forth in F.S. 768.28, and include the School Board as an additional insured. Evidence of the required insurance or self insurance shall be provided to the School Board on a certificate verifying that coverage cannot be canceled or reduced except after thirty (30) days prior written notice to the School Board. The City shall deliver such Certificate of Insurance to the Risk Management Department, Orange County Public Schools, 445 West Amelia Street, Orlando, Florida 32801, with a copy to the Principal of each School and the Real Estate Management Department.



- (d) Nothing contained in this Agreement shall be deemed or interpreted to operate as a waiver of any party's sovereign immunity as the same may be legally applicable or available to any party.
- (e) Agreement Review. At least annually, or as needed, the City and School Board staff shall meet to review the terms of this Agreement. If either party gives the other written notice to set a meeting under this sub-paragraph, the other party shall fully cooperate, and a meeting shall be set as soon as practicable; but in no event shall the meeting occur more than ninety (90) days after written notice has been given unless both parties otherwise agree. If the respective staffs agree to proposed changes or amendments the same shall be transmitted to the City Council and School Board for formal action. This Agreement may only be amended by formal action of both the School Board and City Council.
- (f) Use Fee Adjustment. At each annual meeting referenced above the City shall provide its plan for the use of the Gym in the upcoming fiscal year with a good faith estimate of the hours that it intends to use the Gym during the year (October 1 – September 30) (the "Plan and Use Estimate"). The School Board shall review the Plan and Use Estimate to determine whether it is reasonable. If the School Board determines that the Plan and Use Estimate is not reasonable, the School Board shall provide its own estimate based upon the hours used by the City. The School Board's estimate shall be calculated by averaging the previous and current fiscal year (the "School Board Use Estimate"). An average of the previous and current fiscal years' Plan and Use Estimate, and the School Board's Use Estimate shall be the Use Estimate for the upcoming fiscal year. This methodology shall not be used if the City's planned use the Gym in the upcoming fiscal year is substantially greater or less, due to changes in programs to be offered by the City. To determine the appropriate annual Use Fee, the Use Estimate shall be multiplied by \$7.50, which amount shall be adjusted annually by an amount equal to the Consumer Price Index (expressed as a percentage) as most recently published prior to the beginning of the fiscal year the Use Fee is due compared to the Consumer Price Index for the corresponding month of the preceding year. The City shall document such change and its computation of the Use Fee and submit the computations with the First Payment.
- (g) Termination.
- (i) " Event of Default. In the event of a material breach of this Agreement, the non-breaching party may notify the breaching party of such a breach in writing. If the breaching party does not cure such breach within thirty (30) days after receipt of such written notice (or if any breach would reasonably require more than thirty (30) days to cure, if the breaching party does not commence cure within such thirty (30) day period and diligently proceed to cure the breach, provided that in any event the breach shall be cured within sixty (60) days after receipt of notice from the non

breaching party), the non-breaching party may elect to terminate this Agreement.

- (ii) Right of Termination. Except for material breach of this Agreement, either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.
- (iii) Agreement Subject to Annual Appropriation. Pursuant to the Florida Constitution, this Agreement is subject to annual appropriation by the City Council. The City therefore retains the right to terminate this Agreement at the end of each fiscal year. Should the necessary funds not be appropriated to allow this Agreement to continue in effect, the City will give the School Board sixty days' written notice, or on or before August 1 if possible, prior to termination effective October 1 of the subsequent fiscal year.
- (iv) Return of Property. Prior to conclusion of the City's occupancy under the terms of this Agreement, the City shall remove from the premises all of its personal property and fixtures on the premises. All other improvements become the property of the School Board and shall not be removed therefrom by the City unless requested to do so by the School Board, with the exception of any modular restroom facilities placed upon School property by the City which shall remain City property.
- (h) Effective Date. The effective date of this Agreement shall be the date on which the later of School Board or City signs this Agreement.
- (i) Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. facsimile or electronic mail), within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Copy to:           The School Board of Orange County, Florida  
                      445 West Amelia Street  
                      Orlando, Florida 32801  
                      Attention: Superintendent  
                      Telephone: (407) 317-3700  
                      Telecopier: (407) 317-3242

Copy to: Orange County Public Schools  
6501 Magic Way #100A  
Orlando, Florida 32809  
Attention: Harold Jenkins, Real Estate Director  
Telephone: (407) 317-3700  
Telecopier: (407) 317-3792

Copy to: Orange County Public Schools  
6501 Magic Way #100A  
Orlando, Florida 32809  
Attention: Jim Surguine, Director of Maintenance  
Telephone: (407) 317-3700  
Telecopier: (407) 317-3792

Copy to: Orange County Public Schools  
445 West Amelia Street  
Orlando, Florida 32801  
Attention: Frank Kruppenbacher, General Counsel

Copy to: Marchena and Graham, P.A., Special Counsel  
976 Lake Baldwin Lane, Suite 101  
Orlando, Florida 32814  
Telephone: (407) 658-8566  
Telecopier: (407) 281-8564

Copy to: City of Maitland  
1776 Independence Lane  
Maitland, Florida 32751  
Telephone: (407) 539-6264  
Telecopier: (407) 539-6282

Or such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

- (i) General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall have any force or effect. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrator, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Facsimile or telecopier execution copies of this Agreement and any amendment hereto shall constitute originals, provided that each party shall deliver one or more original

signed copies of this Agreement to the other party. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of the State of Florida, with venue in Orange County, Florida.

- (j) Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
  
- (k) Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (including outside counsel and in-house counsel, including City staff attorneys), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal. The private market rate shall apply for governmental attorneys, paralegals, and legal assistant fees.

**[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOWING]**

IN WITNESS WHEREOF, the School Board and the City have hereunto caused this Agreement to be executed the day and year indicated below.

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate existing under the Constitution and laws of the State of Florida

By: Joie Cadle  
Joie Cadle, Chairman

ATTEST  
By: Ronald Blocker  
Ronald Blocker, Superintendent

Approved as form and legality by Marchena and Graham, PA, as Special Counsel for The School Board of Orange County, Florida this 15 day of May, 2009.

By: Marchena and Graham, PA  
Marchena and Graham, PA

Reviewed and Approved by Orange County Public Schools, Chief Facilities Officer this 22 day of May, 2009.

By: Bob Proie  
Bob Proie

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 15<sup>th</sup> day of June, 2009 before me, personally appeared Joie Cadle, Chairman, and Ronald Blocker, Superintendent, of The School Board of Orange County, Florida, a public corporate body organized and existing under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, and that the official seal of said body corporate is duly affixed thereto, and this agreement is the act and deed of said body corporate.

Witness my hand and official seal this 15<sup>th</sup> day of June, 2009.

(Notary Seal)



DEBORAH M. MCGILL  
MY COMMISSION # DD 612615  
EXPIRES: December 23, 2010  
Bonded Thru Budget Notary Services

Deborah M. McGill  
Notary Signature  
Print: \_\_\_\_\_

CITY OF MAITLAND, a municipal corporation under the Laws of the State of Florida.

By: [Signature]  
Printed Name: MARISSMITH

By: [Signature]  
Printed Name: KRISTINE NEAL

By: [Signature]  
Printed Name: JAMES S. WILLIAMS  
Title: CITY MANAGER  
Date: 6-10-09

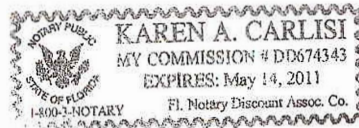
ATTEST

By: [Signature]  
City Clerk MARIA WALDROP

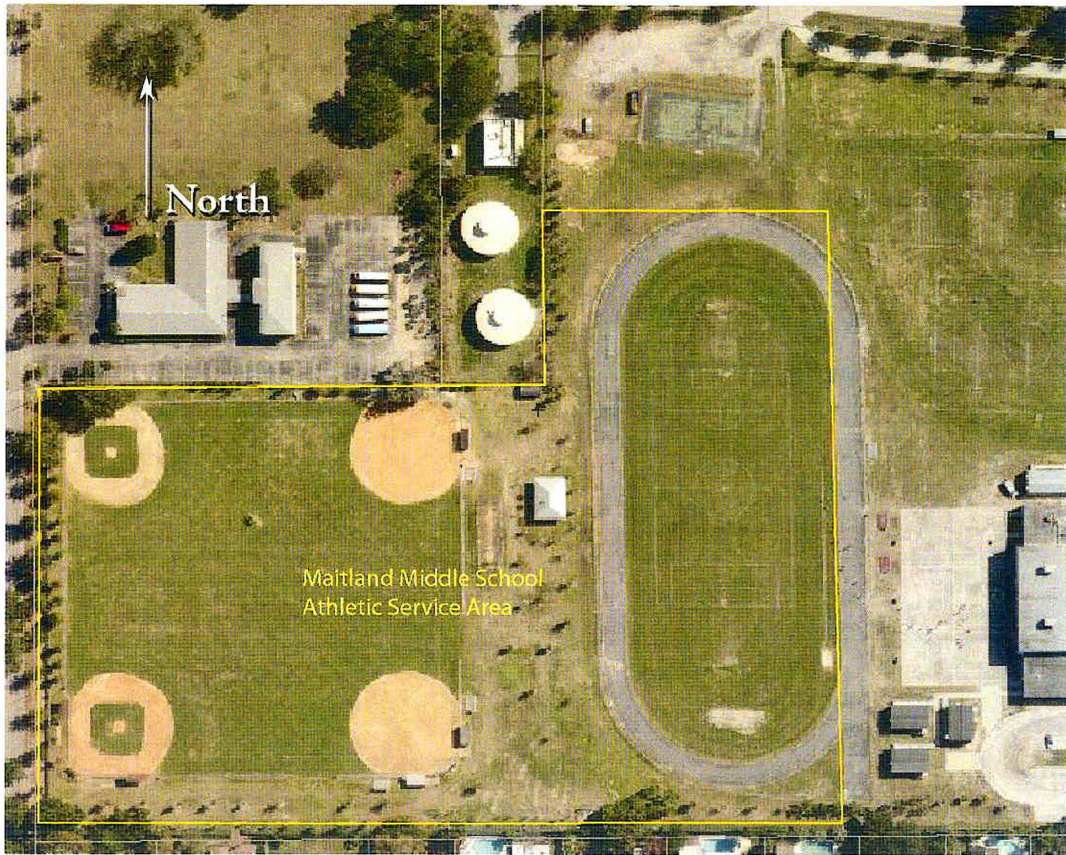
STATE OF FLORIDA  
COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this 10th day of June, 2009 by James S. Williams, as City Manager of the City of Maitland who produced \_\_\_\_\_ as identification or is personally known to me and who acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

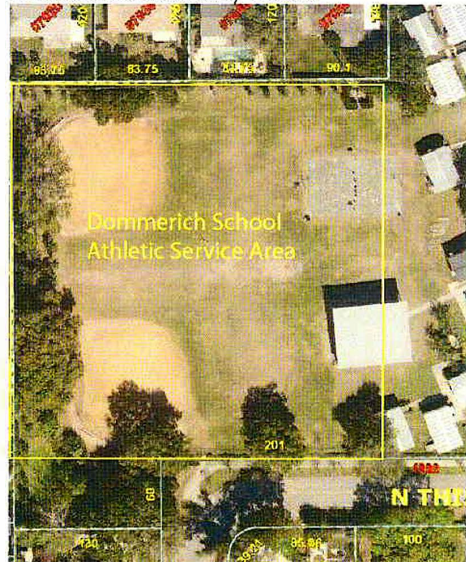
[Signature]  
Notary Public  
Printed Name: Karen A. Carlisi  
My Commission Expires: 5/14/2011



Maitland Middle School



Dommerich Elementary School



Lake Sybelia Elementary School



# Exhibit A

\_\_\_\_\_



**CITY OF MAITLAND  
APPLICATION FOR ATHLETIC  
FIELD FACILITIES PERMIT**

\_\_\_\_\_

Date Received:

Date of Event:

Start Time:

End Time:

Name Of Event *(Please Print)*:

Will Admission be Charged:

Purpose  
Of Event:

Estimated Number of  
Event Staff:

Estimated Number  
in Attendance:

Name of Facility: (minimum 3 hrs. for field use)

Name Of Person Requesting Permit:

Daytime Phone:

Street Address:

Alternate Phone:

City, State and ZIP Code:

Fax Number:

Email:

Name Of Company or Organization:

Day Phone:

Street Address of Company or Organization:

Alternate Phone:

City, State and ZIP Code:

Fax Number:

Email:

Rental Fee:

Check Number:

Notes:

Cash Amount:

Date Received:

Special Arrangements:

Name of Staff:

**CERTIFICATION BY APPLICANT:** 1) I do hereby affirm with my signature that I have read this application, and that all information contained herein is true and correct and that all representations made by me regarding my request for this permit are neither false nor misrepresented. I understand that any falsehood or misrepresentation made in this application may be a criminal violation of the Code of the City of Maitland. I do hereby certify that I have received a copy of the City Ordinance governing this event (Chapter 1-4) and do hereby subscribe to any and all applicable provisions of the aforementioned Ordinance. I agree to comply with all City ordinances and the Maintenance and Joint Use Agreement between City and OCPS, and understand that the event may be canceled should any conditions or stipulations of the permit, City Ordinances, State Statutes or OCPS regulations be violated. I certify that I, am authorized by the organization named herein to act as its agent for the herein described activity. I also have received the notice informing me of my responsibilities and obligations should I cancel the event. 2) By filing this application, the organization on whose behalf this application is made agrees to indemnify, defend and hold the City and OCPS harmless from and against any and all liability, loss, claim, suit, damage or expense (including attorneys fees) which the City or OCPS may suffer, sustain or incur, on account of the death or injury to any person or the loss of or destruction of any property, arising from or in any way connected with negligent or reckless acts of the organization or any participants in this activity.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Staff Witness \_\_\_\_\_

Date \_\_\_\_\_

Date of Event:

**Exhibit B**