

TEMPORARY USE AGREEMENT

THIS TEMPORARY USE AGREEMENT (“Agreement”) is made and entered into by and between Inter-United Soccer Club Corporation, a Florida not for profit corporation, with an address of 37 Armand Beach Drive, Palm Coast, Florida, 32137 (“IUSC”); Flagler County, a political subdivision of the State of Florida, with an address of 1769 E. Moody Blvd., Bldg. #2, Bunnell, Florida 32110 (“County”); and the Town of Marineland, a municipal corporation, with an address of 907 Ocean Shore Blvd., St. Augustine, FL 32080 (“Town”). The County and Town are sometimes referred to herein as “Owners”.

WITNESSETH:

WHEREAS, IUSC utilizes a food truck, a mobile retail shop, and surfing instruction business to supplement the funding of a youth soccer program in Flagler County in which several hundred local youth participate, as well as support its ongoing work in youth soccer programs, humanitarian aid and access to education in Nicaragua, Peru and Kenya; and

WHEREAS, the IUSC desires to utilize a portion of the River To Sea Preserve, owned by the Owners and located within the Town, to locate its food truck, ice cream truck, and open air bazaar operation (which regularly hosts community events); and

WHEREAS, the Owners find that the soccer program of IUSC fosters confidence, character, and success of the youth of Flagler County in a family friendly environment, and the Owners are agreeable to allow IUSC to utilize the portion of the River To Sea Preserve as depicted in **Exhibit “A”** attached hereto and made a part hereof (“Premises”) for the purposes described herein and subject to the terms and conditions herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are true and correct and are incorporated herein by this reference, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the County and the IUSC hereby agree as follows:

- 1) **PERMITTED USE.** The IUSC shall be allowed to use the Premises for the operation of a food truck, ice cream truck, tables and ancillary uses, as well as an open air bazaar within the areas depicted in Exhibit A, subject to the terms herein (“Permitted Use”).
- 2) **TERM OF AGREEMENT.** The term of this Agreement shall begin on September 3, 2024, and shall continue until December 31, 2024. Thereafter, this Agreement shall automatically renew for an additional six month terms, unless any party provides written notice to the other parties, at least thirty (30) days before the expiration of the then-current term, that it no longer wishes to renew the Agreement.

- 3) **NON-EXCLUSIVITY.** IUSC acknowledges that additional licenses may be given by the Owners to others for similar or other uses of the Premises during the same time period prescribed by this Agreement. However, such other licensees will not be permitted to displace IUSC's vehicles and equipment from the locations within the Premises depicted in Exhibit A. IUSC may use the Premises to the extent required to conduct the Permitted Use and shall not prevent any other authorized licensees from conducting their approved activities.
- 4) **NO REPRESENTATIONS BY COUNTY.** The Owners make no representations or warranties to the IUSC regarding the above-described Premises including, without limitation, the status of the Owner's title to, the zoning of, the condition of (including the environmental condition) or the suitability of the above-described Premises for use by IUSC.
- 5) **COMPLIANCE WITH APPLICABLE LAWS AND OTHER AGREEMENTS AFFECTING PREMISES.** The IUSC will comply with all laws, governmental regulations, and ordinances of County and Town, as applicable, with regard to the use of the Premises and shall, at its own expense, procure and maintain current any permits, licenses, etc., which may be required by law in connection with the Permitted Use. IUSC covenants to conduct its activities pursuant to this Agreement in a manner consistent with status of the River To Sea Preserve as an important public amenity located on a National Scenic Byway and consistent with the River To Sea Preserve Management Plan approved by the Florida Communities Trust.
- 6) **INDEMNITY AND HOLD HARMLESS.** IUSC shall indemnify the County and Town from and against all liability, loss, claims, and damages of whatever kind or nature which the County may sustain, suffer, incur, or be required to pay by reason of allowing the IUSC to utilize the above-described Premises pursuant to the terms hereof.

IUSC agrees to defend and hold harmless the Owners and their officers, directors, employees, agents, and assignees from any liability judgments, claims, and costs including reasonable attorneys' fees, for damages or injury arising out of or in connection with any and all acts of negligent conduct or willful misconduct on the part of the IUSC when utilizing the Premises pursuant to this Agreement. I agree that I will defend at my own expense any and all actions, lawsuits or proceedings which may be brought against Flagler County in connection with the above and shall satisfy, pay, and discharge any and all judgments that may be entered against Flagler County in any such proceedings.

- 7) **CLEANUP.** The IUSC shall be responsible for providing all clean-up of the above-described Premises. This clean-up shall consist of returning the above-described Premises to the condition in which it was found before use

by the IUSC. The IUSC, in making use of the above-described Premises, shall bear financial responsibility for damage caused by IUSC in connection with the use of the said Premises (including all structures and/or improvements located thereon) occurring during its use thereof.

- 8) **RIGHT OF OWNERS TO ENTER.** The IUSC agrees that the Owners shall at all times during the IUSC's use or occupancy of the above-described Premises have full power and authority to enter onto the same to ensure that the IUSC is in full compliance with the terms of this Agreement.
- 9) **TERMINATION.** Either Owner may terminate this Agreement, in its sole discretion and for any reason whatsoever, upon providing IUSC with written notice not less than thirty (30) days prior to the termination date. In such event, IUSC shall have seven (7) days from the date of termination in which to remove any and all personal property and equipment, and vacate the Premises.
- 10) **NOTICES.** Any notices required or permitted to be given under this Agreement shall be by certified mail and addressed to the respective parties at the following addresses:

Flagler County
County Administrator
1769 East Moody Blvd., Bldg. 2, Suite 302
Bunnell, FL 32110

Town of Marineland
Mayor
9507 Ocean Shore Blvd.
Marineland, FL 32086

Inter-United Soccer Club
Mr. Jim Powell
37 Armand Beach Drive
Palm Coast, FL 32137

- 11) **NO AGENT.** It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-parties between the parties hereto, or as constituting the IUSC as the agent, representative, or employee of the Owners for any purpose or in any matter whatsoever.
- 12) **HAZARDOUS WASTE AND MATERIALS.** At no time shall the IUSC treat, dispose of, place, or store on the Premises, or permit any other party to treat, dispose of, place, or store on the Premises, any material which requires a governmental permit for the storage, treatment, disposal,

handling or maintenance thereof. As used herein, "storage" includes the keeping of material in the open on the above-described Premises, or in a truck or other vehicle on the Premises. The IUSC shall not use or place or permit the use of or placement of explosives or explosive materials (whether solid, liquid or gaseous) on the Premises.

- 13) **ASSIGNABILITY.** This Agreement may not be assigned or transferred by the IUSC.
- 14) **IMPROVEMENTS TO THE PREMISES.** The IUSC shall not make any permanent alterations, changes, or improvements to the above-described Premises. However, the IUSC may make temporary alterations, changes, or improvements to the Premises so long as said temporary alterations, changes or improvements are first approved in writing by the Owners, and are in compliance with all applicable laws, ordinances and regulations. The IUSC shall also repair all damage to the Premises caused by IUSC in connection with said temporary alterations, changes, or improvements or arising from IUSC's use of the Premises at the IUSC's sole cost and expense.
- 15) **NO DISCRIMINATION.** In connection with the use of the above-described Premises, the IUSC shall not discriminate against any person based on that person's race, color, religion, national origin, sex, sexual orientation, age, handicap, familial status or marital status.
- 16) **ATTORNEYS' FEES.** In connection with any legal proceedings, including appellate proceedings, arising out of the enforcement of this Agreement or for any action for possession of the above-described Premises, or for damages, or for the collection of any payment required that may be collected by suit, each party shall be responsible for its own legal costs, fees, expenses.
- 17) **NO PROPERTY INTEREST.** The IUSC's temporary use of the above-described Premises constitutes a revocable license. Nothing herein is intended or shall be interpreted as a transfer of property interest of any nature whatsoever by the County to the IUSC, including, without limitation a lease or easement interest.
- 18) **MISCELLANEOUS.** This Agreement constitutes the entire understanding between the County and IUSC regarding the use of the Premises by IUSC and may not be modified except in writing executed by all parties. The headings contained herein are for convenience only and shall not be interpreted as defining or limiting the scope of the Agreement or any section contained herein. The execution of this Agreement has been duly authorized by parties hereto, and the terms hereof are binding upon all parties.

20) CONTINGENCIES. This Agreement is contingent upon the following conditions:

- a. IUSC shall be responsible at all times for the actions of the employees and agents.
- b. IUSC is responsible for the offsite disposal of solid waste generated by its operations on the Premises. IUSC shall utilize Waste Management for the disposal of waste.
- c. IUSC shall only open its operations for business from the hours of 6 a.m. to 11 p.m. The Owners retain the right to close access to all or any portion of the Premises, or to impose additional restrictions and/or limitations deemed necessary in the Owners' sole discretion including, but not limited to, conditions regarding allowable days or times of use or restrictions regarding the use of lights or other equipment.
- d. IUSC, at IUSC's expense, shall maintain commercial general liability insurance with an insurance company, licensed to do business in the State of Florida, to cover IUSC's activities on the Premises and IUSC's obligations under this Agreement, in an amount not less than one million (\$1,000,000.00) dollars for damage or injury to person and property. Prior to taking possession of the Premises, IUSC shall furnish the Owners with certificates of insurance, evidencing that IUSC has in full force the insurance required herein and naming the Owners as additional insureds. The parties agree that said coverage shall not waive the Owners' defenses of sovereign immunity or increase the limits of the Owners' liability in excess of the statutory cap provided under Section 768.28, Florida Statutes.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the IUSC, County, and Town have executed this Agreement by their duly authorized representatives on the dates indicated below.

INTER-UNITED SOCCER CLUB CORPORATION

ATTEST:

[Signature]
Signature

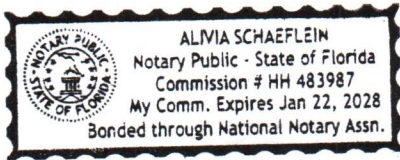
Cory Murdock, Treasurer
Print Name, Title

[Signature]
Signature

Date: September 5, 2024

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me, by means of physical presence or remote notarization, this 5 day of September, 2024 by JIM POWELL. Such person is personally known to me or produced a valid government issued identification.



(NOTARY PUBLIC SEAL)

[Signature]
Notary Public

[Signature page to follow.]

FLAGLER COUNTY

Heidi Petito
County Administrator

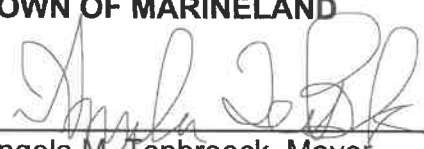
Date: _____

Approved as to Form:

Sean S. Moylan
Deputy County Attorney

[Signature page to follow.]

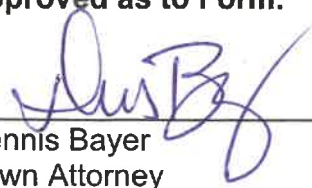
TOWN OF MARINELAND



Angela M. Tenbroeck, Mayor

Date: 9/5/24

Approved as to Form:



Dennis Bayer
Town Attorney

[Exhibit A to follow.]

EXHIBIT "A"

THE PREMISES SITE PLAN

