

RESOLUTION NO. R-04-227

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, ESTABLISHING POLICIES WITH RESPECT TO THE OPERATION AND USE OF MANATEE COUNTY PARKS AND RECREATION FACILITIES AND PROGRAMS; ESTABLISHING A FEE SCHEDULE; RESCINDING AND REPLACING RESOLUTION NO. R-03-246; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, §125.01(1)(f), Florida Statutes, authorizes the Board of County Commissioners of Manatee County, Florida, as the legislative and governing body of Manatee County, to provide parks, preserves, playgrounds, recreation areas, and other recreation and cultural facilities and programs; and

WHEREAS, Manatee County has previously adopted resolutions establishing policies and fees for the use of Manatee County parks and recreation facilities; and

WHEREAS, parks and recreation facilities are used for planned recreational programs, special events, field trips, and numerous activities reflecting the interests and desires of the residents of Manatee County; and

WHEREAS, parks and recreation programs are funded in part by fees generated to cover all or a portion of the costs of such programs; and

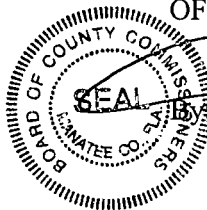
WHEREAS, volunteers, athletic leagues, and other non-profit organizations provide valued support and assistance in implementing recreational programs for the community and developing facilities in Manatee County's parks.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AS FOLLOWS:

1. The manual of policies, fee schedules, and implementing documents attached hereto and incorporated herein is hereby adopted.
2. Except as otherwise provided herein, this Resolution shall take effect October 1, 2004, and Resolution No. R-03-246 is hereby rescinded in its entirety.

ADOPTED with a quorum present and voting this the 21st day of September, 2004.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA



[Signature]
Chairman

ATTEST: R. B. SHORE
Clerk of the Circuit Court

[Signature]
By Deputy Clerk

EXHIBIT A

DEFINITIONS

DEFINITIONS:

Words defined in Ordinance 03-31 and used in this resolution shall have the meaning provided in Ordinance 03-31. As used in this resolution, the following words shall have the meaning below.

- A. “Program” or “Class” or “Planned Activity”** – A planned activity organized by County to meet the needs, interests, and desires of the general population.
- B. “Resident”** – One who has a true, fixed or permanent home in Manatee County, Florida, and whenever absent has the intention of returning to Manatee County. The genuineness of the intention to return to Manatee County must be manifested by an ongoing physical presence together with indications that his/her presence is something other than merely transitory in nature.
- C. “Social”** – Any not-for-profit organization utilizing a County facility for the purpose of raising funds for community support or maintenance of the group itself. This would include any individual or not-for-profit, civic, fraternal, charitable, educational, artistic, literary, scientific, or religious organization within Manatee County renting facilities for an organizational function.
- D. “Commercial”** – Any individual or group that requests use of County facilities for the purpose of publicity, advertising, sales, or for any other for-profit purpose.
- E. “Senior Citizen”** – Person 50 years or older.
- F. “Adult”** – Person 18 to 49 years of age.
- G. “Youth”** – Children 6 to 17 years of age.
- H. “Pre-Schooler”** – Children under 6 years of age.
- I. “Family”** – Family members within same household; limit 4 persons
- J. “Additional Family Members”** – Any Family Member within the same household above the 4 person limit.
- K. “Couple”** – Any 2 individuals enrolling in the same activity as a couple or workout partners.
- L. “Director”** – The person or persons designated by the County Administrator to assume the responsibilities outlined in this resolution.
- M. “Facility”** – Any designated area within a park or park building.
- N. “Group”** – Any legally established organization or entity.
- O. “Season”** – A season is three to four months of play which includes tryouts, practice, games and one league tournament.

EXHIBIT B

POLICIES

A. GENERAL POLICIES

1. These policies are subject to such supplemental policies, rules, and interpretations as may be adopted or provided by the Board of County Commissioners.
2. The County Administrator or his designee is authorized to develop or approve procedures required to implement this resolution.
3. Lighted recreation facilities will close at 11:00 p.m., contingent upon the completion of Department programs. All other recreation areas will close at dusk, unless posted otherwise. Special exceptions will be considered due to the nature of the event. The Director is authorized to adjust park opening/closing hours.
4. All facility users shall abide by all rules and regulations provided in Manatee County Ordinance 03-31 and as it may be amended, supplemented, or replaced, and the provisions of this resolution.
5. The County Administrator or his designee is authorized to apply for such licenses as may be required to obtain licenses from the State of Florida for the youth programs at the County's parks and to submit such information and affidavits as may be required to obtain such licenses.

B. RESERVING FACILITIES AND SPECIAL EVENTS

1. Facility Use Priorities: The Manatee County School Board and other governmental agencies have first priority to use the facilities when not required for County use and may reserve facilities for use up to, but not exceeding, one (1) year in advance. All other requests shall be considered on a first come, first serve basis, and may reserve facilities up to, but not exceeding, six (6) months in advance. Approval of a reservation may be withheld until the County schedule and School Board schedule have been set.
2. Reserving Facilities: Individuals or groups may submit requests for use of recreation facilities in writing on approved forms to the Department. The Department reserves the right to review all requests for use of facilities and determine whether or not the request will be granted or Special Event permitted in accordance with Section B.6. below.
3. Requests to reserve picnic shelters for events, including but not limited to family reunions and church functions, regardless of size, shall be considered a resident/social request and assessed the assigned fee. Facilities shall not be reserved until the appropriate fee payment has been remitted to the County.
4. Fees and Charges: In addition to the fees provided for the specified facility, one or more of the following charges shall apply where applicable:
 - a. A minimum charge of two (2) hours will be assessed for a requested facility normally closed during the time requested.

- b. The Department may require the presence of a building supervisor during the reservation period. An hourly wage rate will be charged to the user and included in the special event application form when necessary.
- c. The Department may require a custodian for activities taking place where cleanup cannot be accomplished during regular business hours. An hourly wage rate will be charged to the user and included on the special event application form.
- d. The Department may require the presence of security or off-duty law enforcement officers for security during the activity at the sole expense of the user or group.

5. Additional Conditions:

- a. Individuals or groups requesting facilities for any use that involves risks not normally encountered for the facility or facilities that are reserved by virtue of the number of people involved or the planned activities or for a Special Event shall be required to provide insurance to protect the County from liability as directed by the County's Risk Manager. In addition, such individuals or groups shall be required to indemnify the County in accordance with such forms as are provided or approved by the County Attorney.
- b. Individuals or groups reserving rooms are allowed up to one hour without charge prior to their activity and are responsible for their own table and chair setup.
- c. Individuals or groups reserving facilities are responsible for cleaning the room(s) after use. This includes cleaning tables and countertops, mopping spills, depositing trash bags in dumpsters, and placing tables and chairs in the assigned storage area.
- d. Individuals or groups requesting the use of the facilities are responsible for providing their own materials and supplies.

6. Review Of Requests To Reserve Facilities For Special Events

In deciding whether to grant a permit for a Special Event, the Director shall consider:

- a. Whether the use will interfere with previously scheduled activities or the use of previously reserved space or facilities.
- b. Whether the use will endanger the safety or property of any person.
- c. Whether the use will disrupt the performance of the regular duties of County employees.
- d. Whether the use is appropriate to a specific park or area of a park without unreasonably interfering with the use of park facilities by others.
- e. Whether the Event is consistent with traditional events and uses of the facility.

- f. The availability of the facility and the adequacy of support facilities and services that will be furnished by the individual or group.

The Director may deny a request for a reservation for a Special Event permit that does not meet the above criteria. Requests for Special Event permits that are not consistent with traditional events and uses that meet the criteria provided herein may be brought to the Board of County Commissioners for consideration.

C. LEAGUES AND SPORTS ORGANIZATIONS:

1. All not-for-profit sports league groups may utilize Department building facilities for the purpose of conducting meetings, registrations, and clinics at no charge as long as they are held during regular operating hours and have no negative impact on Department operations. Staff time will be charged for all functions outside of regular operating hours.
2. Youth sports organizations utilizing facilities maintained by the Department are required to pay user fees. These include team and player fees, which are assessed to help support maintenance needs (see Exhibit C). A roster of players and teams must be submitted no later than two (2) weeks after the first scheduled game. This includes a roster of every team registered in a respective league/program. These fees, in association with the number of teams and players, must be submitted by the dates designated by the Department. These fees are based on the number of teams each league fields each season.
3. The team fees and player fees are due no later than two (2) weeks after the first scheduled game. Youth organizations will be charged a late fee of \$100.00 per month for non-payment after the prescribed deadline.
4. A damage fee may be charged to a youth organization if they are found to have damaged a playing field without permission or authorization to be on or working on a given field.
5. A damage deposit may be required for the use of any building, facility, and/or equipment which may potentially create any physical damage to the requested facility or equipment. In such cases, a \$100.00 damage deposit must be paid prior to the event or rental of equipment. Reimbursement will be processed if the facility supervisor determines the facility and/or equipment is in the same condition as before the scheduled activity.
6. All requests for additional maintenance must be received two (2) weeks in advance of a scheduled event. If maintenance is still possible after a late request, any additional maintenance costs shall be assessed.
7. Youth League Organizations are required to submit a financial status report annually.

D. FEE SCHEDULE

1. Fees for Department equipment, facilities, and programs are provided in Exhibit C.
2. The fees do not include sales tax. Sales tax shall be charged in addition to the fees where no tax exemption applies and the tax has been imposed by law. Where it is impractical to collect tax as a separate charge, and where permitted by law or rule, taxes may be backed out from the amount established or the amount may be rounded up to the next quarter.

3. Program/rental fees expressed as a range are determined by the estimated administrative costs associated with an activity and may be adjusted by the Director based on the cost of personnel expenses, utilities, equipment, materials, and supplies where not otherwise indicated.
4. The Department may prorate fees based on actual time of participation.

E. REFUND/CREDIT POLICY:

Except where provided herein, Department program, activity, and facility fees are non-refundable.

1. Refunds/Credits:

- a. An individual participant presenting a written recommendation from a doctor (two or more absences) indicating that the individual should withdraw from an activity or program shall be entitled to a full or prorated refund. No administrative fee will be assessed.
- b. An activity or program may be cancelled for the following reasons: insufficient enrollment, instructor hardship, facility under repair, red tide, behavioral problem (expulsion from program), or inclement weather. The individual or group is entitled to a full or prorated refund or credit. No administrative fee will be assessed.
- c. An individual may obtain a refund due to an injury which would prohibit participation in a program or activity.
- d. A refund request may be considered if requested prior to the activity/program. Refunds are subject to a twenty percent (20%) administrative fee of the total amount due, not to exceed \$10.00.
- e. All refund requests must be accompanied by an original receipt or a copy of the cancelled check.

2. Credit:

- a. The Department may approve credit toward another activity. Credits must be applied for within thirty (30) days from one program/activity and used toward another activity within ninety (90) days from the original request unless the program requested for credit does not take place within the ninety (90) days; then, consideration will be given to accommodate an extended period (not to exceed one calendar year). Otherwise, forfeiture of credit results. Any credit not used within one (1) year is forfeited.
- b. Credit requests may be provided in the absence of an original receipt or cancelled check if County records establish payment.

3. Prorated Credits and Refunds:

- a. The Director or the Director's designees may grant refund/credit requests as provided above and waive any administrative fees.
- b. Full credits or refund requests will be provided only before a program or activity begins. After the program or activity begins, credits and refunds will be based on the percent of the program or activity remaining at the time of withdrawal or cancellation.

F. SIGNS

The Director's authority to permit signs not in conflict with any law within parks is limited to:

1. Those permanent and temporary signs related to the facilities and amenities within the park, park rules and regulations, and ongoing activities and programs.
2. Temporary signs by individuals and groups related to a scheduled or permitted use or Special Event at a facility within the park.

G. CONTRIBUTIONS AND SPONSORSHIPS

1. The Director is authorized to solicit and accept co-sponsorships and contributions of cash, goods, and services from individuals, service clubs, groups, and businesses in support of County programs, events, and activities in the parks and provide acknowledgments in materials associated with the promotion and conduct of the program, event, or activity.
2. County contributions to any Special Event, including fee waivers, must be approved by the Board of County Commissioners.

H. DEMONSTRATIONS

The Director is authorized to permit demonstrations only at such facilities or locations that may be regarded as traditional or limited public forums pursuant to the Florida and United States Constitutions, and in accordance with the criteria established in Manatee County Ordinance 03-31, as it may be amended or replaced. The Director shall respond to any application for a demonstration permit within three (3) business days.

I. PROMOTIONS AND AWARDS

The Director is authorized to provide T-shirts, water bottles, cups, and other similar tokens as awards and prizes for participants in programs, classes, or planned activities, and to volunteers. This resolution shall serve as authorization pursuant to Ordinance 99-64.

EXHIBIT C
Equipment/Program/Facility Fee Schedule
(All Rates Do Not Include Tax)

Aquatics	Resident/Social	Commercial
G.T. Bray Pool		
Aquatic Facility - 1st Hour	\$ 120.00	\$ 200.00
Aquatic Facility - 2nd-9th Hour	\$ 60.00	\$ 100.00
Splash Playground - 1st Hour	\$ 60.00	\$ 100.00
Splash Playground - 2nd-9th Hour	\$ 30.00	\$ 50.00
50M Wing Rental	\$ 10.00/hr.	N/A
Pavilion Rental	\$ 20.00/day	N/A
Two Pool Rental - 1 st Hour	\$ 90.00	\$ 150.00
Two Pool Rental - 2nd-9th Hour	\$ 45.00	\$ 75.00
(Two Pool Rental is any combination of 2 with the following facilities (50M Pool; Splash Playground; Dive Well))		
East Bradenton		
25 Meter - 1st Hour	\$ 40.00	\$ 80.00
25 Meter - 2nd-9th Hour	\$ 20.00	\$ 40.00
Splash Playground - 1 st Hour	\$ 50.00	\$ 100.00
Splash Playground - 2 nd -9 th Hour	\$ 25.00	\$ 50.00
Splash Playground & 25M Pool - 1 st Hour	\$ 75.00	\$ 150.00
Splash Playground & 25M Pool - 2nd-9th Hour	\$ 37.50	\$ 75.00

Bray Pool Membership	Daily	1 Month	3 Month	6 Month	Annual
Adult/Senior Citizen/Youth Participant Fees	\$ 2.35	\$ 30.00	\$ 60.00	\$ 80.00	\$ 150.00
Pre-School	\$ 2.35	n/a	n/a	n/a	n/a
Couple		\$ 50.00	\$ 100.00	\$ 150.00	\$ 240.00
Family of 4 (Same Household)		\$ 60.00	\$ 120.00	\$ 200.00	\$ 300.00
Additional Child(Same House/Family Pass)	\$ 10.00		\$ 20.00	\$ 40.00	\$ 60.00
Additional Adult(Same House/Family Pass)	\$ 10.00		\$ 20.00	\$ 40.00	\$ 60.00

East Bradenton Pool Membership	Daily	1 Month	3 Month	6 Month	Annual
Adult	\$1.17	\$ 15.00	\$ 25.00	\$ 40.00	\$ 70.00
Senior Citizen	\$1.17		\$ 15.00	\$ 20.00	\$ 35.00
Youth	\$1.17		\$ 15.00	\$ 20.00	\$ 35.00
Pre-School	\$1.17		n/a	n/a	n/a
Couple			\$ 30.00	\$ 55.00	\$ 95.00
Family of 4 (Same Household)			\$ 40.00	\$ 70.00	\$125.00
Additional Child (Same House/Family Pass)			\$ 2.50	\$ 5.00	\$ 10.00
Additional Adult (Same House/Family Pass)			\$ 5.00	\$ 10.00	\$15.00

Aquatic Facilities	Operating Hours	Non-Operating Hours
Scuba Classes	\$ 15.00/hr.	\$ 25.00/hr.
School Board Group	\$ 25.00/hr/per 50	\$ 30.00/hr/per 50

Aquatic Facilities	Operating Hours	Non-Operating Hours
Non-Resident Group Training	\$ 3.50 - 4.00/swim	
Private School Training	\$ 100.00/month/lane	
Counselors/Chaperones/Coaches with scheduled groups	No Charge	No Charge
All Public Safety Agencies/ Law Enforcement	No Charge (Training Purposes Only)	

All County Pools - USS Registered Age Group, Masters and International Registered Swim Team Practices

	Daily
Lane Rental/Short Course (10 per lane or less)	\$ 4.00/hr.
Lane Rental/Long Course (10 per lane or less)	\$ 5.00/hr.
Competitive Team Rental (Training)	\$ 500.00/month
Competitive Team Rental (Training)	\$ 15.00/additional hour over scheduled time

Aquatic Facilities (Competitive Events for USS/USA competitions)

Long/Short Course/Dive Well	\$ 5.00 (per swimmer) Final Event; \$7.50 (per swimmer) Preliminary Event & Final Event
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**Athletics
Seasonal Ballfield Team & Player Fees (Tax Exempt) For Not-For-Profit Organizations**

League	Team Fee
Adult Softball	\$ 100.00
Girls Softball	\$ 50.00 - 100.00
Little League Baseball/AAU/Baseball Clubs (12-under)	\$ 50.00 - 100.00
Junior/Senior/Babe Ruth/American Legion/AAU/Baseball Clubs (13-up)	\$ 100.00
Adult Baseball	\$ 100.00
Youth Football	\$ 100.00

Youth Soccer	\$ 50.00 - 100.00
Adult Soccer	\$ 100.00
Home School (Soccer & Baseball)	\$ 50.00 - 100.00
Indoor Youth League	\$ 100.00
Adult Player Fee (13 years and older)	\$ 10.00 - 12.00
Youth Player Fee	\$ 9.00 - 11.00
Late Fee Youth Leagues	\$ 100.00/per month/per location
Damage Fee (Maintenance repair Assessment)	\$ 25.00 (minimum) to extent of actual damage
Late Request Fee (Additional maintenance requests must be received two weeks in advance of scheduled event or late fee may be assessed)	\$ 25.00/plus cost of overtime per request

Ballfield Reservations (Per Field)	Youth/Adult Leagues (Off Season)	Resident	Commercial
Softball	\$ 10.00/hr.	\$ 10.00/hr.	\$ 20.00/hr.
Softball (Lights)	\$ 20.00/hr.	\$ 20.00/hr.	\$ 30.00/hr.
Baseball (Small)	\$ 10.00/hr.	\$ 10.00/hr.	\$ 20.00/hr.
Baseball (Regulation)	\$ 15.00/hr.	\$ 15.00/hr.	\$ 40.00/hr.
Baseball (Lights/Small Field)	\$ 20.00/hr.	\$ 20.00/hr.	\$ 30.00/hr.
Baseball (Lights/Regulation)	\$ 25.00/hr.	\$ 25.00/hr.	\$ 50.00/hr.
Football	\$ 20.00/hr.	\$ 20.00/hr.	\$ 50.00/hr.
Football (Lights)	\$ 30.00/hr.	\$ 30.00/hr.	\$ 60.00/hr.
Soccer (Regulation)	\$ 20.00/hr.	\$ 20.00/hr.	\$ 50.00/hr.
Soccer (Med size)	\$ 15.00/hr.	\$ 15.00/hr.	\$ 35.00/hr.
Soccer (Tiny)	\$ 10.00/hr.	\$ 10.00/hr.	\$ 20.00/hr.
Soccer (Lights)	\$ 30.00/hr.	\$ 30.00/hr.	\$ 60.00/hr.

Ballfield Reservations (Per Field)	Youth League/Adult Resident	Commercial
Tournament/Clinics/Camps (based on days/park/fields requested)	\$ 50.00/ per day / per field	\$100.00/ per day/ per field
Tournament/Clinics/Camps/Lights (based on days/park/fields requested)	\$ 75.00/ per day/ per field	\$150.00/ per day/ per field

Tournament Reservations - includes preparing the field(s) one time. If staff is available within normal working hours, one additional prep will be completed. Additional request will be billed at \$25.00/hour for Youth Leagues/Residents and \$35.00/hour for Commercial.

Gymnasium Membership	Daily	6 Months	Annual	
Admission - Adult	\$ 2.11	\$ 30.00	\$ 60.00	
Admission - Youth	\$ 1.17	\$ 20.00	\$ 30.00	
Fitness Membership (includes open gym)	Daily	One Month	6 Months	Annual
Adult/Youth	\$ 3.05	\$ 20.00	\$ 100.00	\$ 175.00
Couple / Workout Buddies	n/a	\$ 35.00	\$ 175.00	\$ 270.00
Membership/ Registration Replacement Card	\$ 5.00			
Not-for-Profit Youth Group Training	\$ 10.00/hr.	(Maximum 15 participants)		
Not-for-Profit School Groups (18-U)	\$ 10.00/hr.	(Maximum 15 participants)		
Not-for-Profit School Groups (18 +)	\$ 15.00/hr.	(Maximum 15 participants)		
For Profit Groups	\$ 20.00/hr.	(Maximum 15 participants)		

Gymnasium Rental	Resident/Social	Commercial
Gymnasium	\$ 40.00/hr.	\$ 70.00/hr.
Lobby	\$ 10.00/hr.	\$ 15.00/hr.
Home School/Not-for-Profit	\$ 30.00/hr.	
Private School/For-Profit	\$ 50.00/hr.	

Recreation Membership: Includes open gym, fitness center, open swim, racquetball, tennis (hard courts only) and roller hockey.

Period	Single	Couple	Family of 4	Additional Household Member	Youth
3 Month	\$ 100.00	\$ 150.00	\$ 200.00	\$ 50.00	\$ 75.00
6 Month	\$ 175.00	\$ 225.00	\$ 350.00	\$ 75.00	\$150.00
Annual	\$ 300.00	\$ 350.00	\$ 500.00	\$100.00	\$225.00

Facility Rental Fees	Resident/Social	Commercial
Picnic Shelter Pavilion w/electricity	\$ 35.00/day	\$ 25.00/hr.
Picnic Shelter Pavilion w/out electricity	\$ 25.00/day	\$ 18.00/hr.
Botanical Garden Pavilion	\$ 45.00/day	\$ 35.00/hr.
Dog Park	\$ 10.00/hr.	\$ 30.00/hr.
Amphitheater/Electricity	\$ 20.00/hr.	\$ 30.00/hr.
Open Beach /Recreation Space (craft shows, special events etc.)	\$ 10.00/hr. \$ 50.00/day	\$ 30.00/hr. \$ 100.00/day
Horseshoe Courts	\$ 10.00/hr.	\$ 30.00/hr.
Outdoor Volleyball Courts	\$ 10.00/hr.	\$ 30.00/hr.
Outdoor Basketball Courts	\$ 10.00/hr.	\$ 15.00/hr.
Outdoor Basketball Courts/Lights	\$ 15.00/hr.	\$ 25.00/hr.
Roller Hockey Rink	\$ 10.00/hr.	\$ 15.00/hr.
Roller Hockey Rink/Lights	\$ 20.00/hr.	\$ 40.00/hr.
Running Trail (5K Run Course)	\$ 50.00/day	\$ 100.00/day

Activity Center (Tax Not Included)	Resident/Social	Commercial
Meeting Room (10% Discount On A Series Of Rentals By The Same Group - Minimum Of 3 Dates)	\$ 15.00/hr./per room	\$ 20.00/hr./per room
Youth Leagues	No Charge	
Staff Time (Non-Operating Hours) minimum 2 hour rental	\$ 25.00/hr.	

Racquet Center Fees		Racquetball Daily Fee
Fees per 1.5 hours		
Adult	\$ 5.63/clay court	\$ 1.41/hard court
Youth	\$2.81/clay court	\$ 1.41/hard court

Racquet Memberships (Tennis and Racquetball)				
Period	Single	Couple	Youth	Additional Youth
One (1) Month*	\$ 50.00	\$ 70.00	\$ 20.00	\$ 17.00
Three (3) Month*	\$130.00	\$ 180.00	\$ 45.00	\$ 26.00
Six (6) Month*	\$ 210.00	\$ 300.00	\$ 70.00	\$ 35.00
One (1) Year	\$ 320.00	\$ 410.00	\$ 90.00	\$ 43.00

**Afternoon and Weekend Membership
(available in Single Membership only)**

Play is limited between the hours of 4:00 - 7:00 p.m. daily Monday - Friday and all weekend operating hours. Both tennis court surfaces are included. When an "Afternoon and Weekend Member" plays outside these times, the member is responsible for the appropriate daily fee. Having this membership does not qualify for the discount for adult league play.

1 Year membership	\$ 150.00 + tax
6 Month Membership	\$ 100.00 + tax

**Racquetball Membership
Period**

Single (all ages)

Three (3) Month	\$ 30.00
Six (6) Month	\$ 50.00
One (1) Year	\$ 75.00

*** All fees expire respectively from purchase date.**

Note: There will be a one (1) play grace period permitted on renewing racquet center memberships.
Rain Check Policy: Daily fee participants will be issued credit redeemable up to 30 days for re-play.
Reciprocal Policy: League and camp programs involving outside tennis facilities and their participants will be permitted to play for free with the same reciprocal arrangement at outer sites for youth and adult.

**Individual Tennis Court Rentals
(Advanced Approval Required)**

Coaching / Hard Court (1 or more)	\$ 6.00/hour/court/ + daily fees
Coaching / Clay Court (1 or more)	\$ 8.00/hour/court/ + daily fees

Equipment Rental / Services

Fee

Athletic/Recreational - Small Equipment*	\$ 5.00/ea./day
Athletic/Recreational - Large Equipment*	\$ 25.00/ea./day
Racquetball Racquet Rental	\$ 1.50
Ball Hopper/with tennis balls	\$ 4.00/hr.
Ball Machine/with tennis balls	\$ 10.00/hour + daily fee / person
Tables	\$ 2.50/ea./day
Chairs	\$ 1.50/ea./day
Racquet Stringing	\$ 15.00-45.00

*Small Equipment: Balls, stopwatches, flagbelts, tug-o-war rope, etc.

*Large Equipment: Bleachers, game standards, goals, earthball, etc.

Miscellaneous

Fee

Athletic Leagues License Fee (non-taxable)	\$50.00-60.00/month
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2004-05 Recreation Programs

The following is a listing of Recreation Division Programs. Fees are discretionary and based on the consumer price index pertaining to administrative costs, comparable service standards and economic situations. Fees are subject to change due to unforeseen circumstances.

Aquatics

This cost center provides for open swim, including a splash playground and water slides, instructional lessons and aquatic programming. Ensures the safety of facility users and supervision to School Board users and swim team participants. Offers practice time for out-of-town teams and colleges for training and rental time for scuba shops. Maintains pool facilities and monitors water chemistry.

<u>Program</u>	<u>Program Fee</u>
Swim Lessons (Class Session, (6) ½ hour lessons)	\$ 40.00
Swim Lessons - East Bradenton, Grant Programs	\$ 15.00
Water Aerobics	\$ 3.00/Class
Water Polo	\$ 3.00/Daily
Inner Tube Water Polo	\$ 3.00/Daily
Biathlon	\$ 10.00-15.00
Teen Deck Parties	\$ 3.00-5.00
Lifeguard Class (32 hour course)	\$100.00-125.00
Lifeguard Re-certification (Challenge Format)	\$ 35.00-50.00
Contracted Classes* (70/30%)	\$ 5.00-100.00

* Approved Individually Through Contract Via Purchasing Department

Athletics

This cost center provides for adult softball, flag football, basketball, kickball, volleyball, roller hockey leagues and tournaments. Coordinates athletic programming such as youth basketball, badminton and roller hockey. Offers programs and classes through its fitness center. Hosts and administers special events. Coordinates field scheduling with youth organizations and School Board entities.

Adult Softball Player Fee	\$ 25.00-40.00
Men's Softball Forfeit Fee	\$ 30.00
Men's Softball Transfer Fee	\$ 20.00
Men's Softball 35/50 & Over Player Fee	\$ 20.00-35.00
Men's Softball 35/50 & Over Forfeit Fee	\$ 30.00
Men's Softball 35/50 & Over Transfer Fee	\$ 20.00
Co-Ed Softball Player Fee	\$ 20.00-40.00
Co-Ed Softball Forfeit Fee	\$ 30.00
Co-Ed Softball Transfer Fee	\$ 20.00
Women's Softball Player Fee	\$ 20.00-30.00
Women's Softball Forfeit Fee	\$ 30.00
Women's Softball Transfer Fee	\$ 20.00

***Fees are contingent upon the length of the league and/or program.**

Youth League Basketball Player Fee	\$ 40.00-50.00
Youth League Basketball Sponsor Fee	\$ 75.00-125.00
Adult Basketball Player Fee	\$ 20.00-50.00
Men's Basketball Forfeit Fee	\$ 45.00
Men's Basketball Transfer Fee	\$ 20.00
Men's Basketball League Team Sponsor Fee	\$ 200.00-300.00
Men's Basketball League High School Sponsor Fee	\$ 350.00
Men's 35 & Over Basketball Player Fee	\$ 25.00
Men's 35 & Over Basketball Sponsor Fee	\$ 100.00-200.00
Men's 35 & Over Basketball Forfeit Fee	\$ 36.00
Men's 35 & Over Basketball Transfer Fee	\$ 20.00
Women's Basketball Player Fee	\$ 25.00-50.00
Women's Basketball Team Sponsor Fee	\$ 100.00-200.00
Co-Ed Volleyball Player Fee	\$ 20.00-40.00
Co-Ed Volleyball Forfeit Fee	\$ 10.00/game
Co-Ed Volleyball Transfer Fee	\$ 20.00
Co-Ed Volleyball Team Sponsor Fee	\$ 85.00-125.00
Flag Football Player Fee	\$ 25.00-45.00
Flag Football Forfeit Fee	\$ 45.00
Flag Football Transfer Fee	\$ 20.00
Flag Football Team Sponsor Fee	\$ 225.00-250.00
4 on 4 Flag Football Player Fee	\$ 25.00-35.00
4 on 4 Flag Football Team Sponsor Fee	\$ 150.00-200.00
Roller Hockey Player Fee	\$ 20.00-40.00
Roller Hockey Forfeit Fee	\$ 20.00
Roller Hockey Transfer fee	\$ 20.00
Roller Hockey Team Sponsor Fee	\$ 50.00-100.00
Arena Soccer Player Fee	\$ 20.00-25.00
5K Road Race Entry Fee	\$ 10.00-15.00
5K Road Race Late Entry Fee	\$ 12.00-18.00
One Mile Fun Run	\$ 5.00
One Mile Fun Run Late Entry Fee	\$ 7.00
Softball Tournaments	\$ 150.00-350.00
Basketball Tournaments	\$ 50.00-300.00
Football Tournaments	\$ 150.00-300.00
Miscellaneous Tournaments	\$ 0.00 -200.00
Ultimate Frisbee Player Fee	\$ 25.00-35.00
Ultimate Frisbee Tournament Fee	\$ 100.00-200.00
Ultimate Frisbee Player Tournament Fee	\$ 15.00-25.00
Ultimate Frisbee Sponsor Fee	\$ 0.00-100.00
Kickball League Player Fee	\$ 25.00-50.00
Kickball Tournament Team Fee	\$ 100.00-200.00
Kickball Sponsor Fee	\$ 0.00-100.00
Wiffleball League Player Fee	\$ 25.00-50.00
Wiffleball Tournament Team Fee	\$ 100.00-200.00

***Fees are contingent upon the length of the league and/or program.**

Program

Sponsor Fee	\$ 50.00-250.00
Damage Deposit	\$ 50.00-200.00
Late Player Fee	\$ 0.00-10.00
Damage Fee (Youth Leagues)	\$25 minimum to extent of actual damage
Fee For Leaving Lights On	\$ 25.00-\$100.00
(\$25.00 first time, \$50.00 second time, \$100.00 for each additional)	
Skate Park Registration Fee	\$ 10.00
Resale Shirts	\$ 3.00-25.00
Resale Towels	\$ 2.00-15.00
Softballs (per 1/2 dozen)	\$ 25.00-35.00
Skate Park Tournament / Competition	\$ 0.00 - 25.00

Racquet Center

This cost center provides open court play, league and tournament opportunities for both tennis and racquetball. Offers clinics, group and private lessons, equipment and court rentals and special events. Conducts after-school, spring and summer camp programs.

Adult Tennis League Hard Court - Member	\$ 16.00-20.00
Adult Tennis League Clay Court - Member	\$ 26.00-30.00
Adult Tennis League Hard Court - Non-Member	\$ 22.00-26.00
Adult Tennis League Clay Court - Non-Member	\$ 40.00-48.00
Junior Tennis Singles Tournament Fee	\$ 10.00-40.00
Adult Tennis Singles Tournament Fee	\$ 12.00-40.00
Junior Tennis Doubles Tournament Fee	\$ 10.00-40.00
Adult Tennis Doubles Tournament Fee	\$ 20.00-50.00
Gulf Coast Senior Games Tournament Fee	\$ 6.00
Round Robins	\$ 6.00
Round Robin Socials	\$ 5.00 - 100.00
High School District Tournament Fee	\$ 300.00/daily/clay
Tennis Lessons	\$ 2.00-100.00(contingent on session length)
Summer Junior Tennis Camp	\$ 40.00-125.00
Spring Break Junior Tennis Camp	\$ 40.00-80.00
Christmas Junior Tennis Camp	\$ 40.00-80.00
Bus Service	\$ 2.00-2.50/per ride
Summer Lunch Program	\$ 3.50-5.00
Program T-Shirt	\$ 10.00-15.00
Contracted Tennis Lessons *(70/30%)	\$ 3.00-500.00 (contingent on session length)

* Approved Individually Through Contract Via Purchasing Department

***Fees are contingent upon the length of the league and/or program.**

Youth Camp/Rec Programs

These cost centers provide for the development, coordination and monitoring of after-school, drop-in outreach program, Spring, Holiday and Summer Camps, Special Needs and Adventure Camp programs. In addition to special events, and recreation classes.

After-School Registration Fee (includes t-shirt)	\$ 20.00-30.00
After-School Program (Full Day)	\$ 18.00-20.00
After-School Program (Weekly)	\$ 30.00-35.00
After-School Program Late Fee	\$ 10.00-30.00
After-School Program Late Pick-up Fee	\$ 10.00-30.00
Bus Service	\$ 2.00-2.50/per ride
Holiday Camp (week)	\$ 36.00-75.00
Holiday Camp Optional Field Trip	\$ 8.00-50.00
Spring Break Camp (Week)	\$ 65.00-70.00
Spring Break Optional Field Trip	\$ 8.00-65.00
Special Needs Camp (Week)	\$ 65.00-70.00 (Children Service Tax Grant)
Adventure Camp (Week)	\$ 110.00-130.00
Adventure Camp Registration Fee	\$ 15.00-30.00
Adventure Camp T-Shirts	\$ 5.00-10.00
Summer Kid Zone Camp (week)	\$ 0.00-30.00
Summer Kid Zone Camp (half day/weekly)	\$ 0.00-20.00
Summer Kid Zone Registration	\$ 5.00-15.00
Kid Zone Jr. Counselor	\$ 0.00-10.00
Outreach Jr. Counselor (annual after school)	\$ 0.00-30.00
Summer Blast Camp (Weekly)	\$ 65.00-75.00
Summer Blast Camp Registration Fee(includes t-shirt)	\$ 15.00-30.00
Summer Blast T-Shirts/Duffle Bags	\$ 8.00-15.00
Summer Blast Lunch Program	\$ 3.50-5.00
Summer Blast Camp Optional Field Trip	\$ 8.00-65.00
Jr. Counselor Program T-Shirts	\$ 8.00-10.00
Resale T-shirts	\$ 0.00-5.00
Jr. Counselor Program (Bi-Weekly Camp Session)	\$ 30.00-50.00
Jr. Counselor Program (Annual After School)	\$ 0.00-30.00
East Bradenton Senior Programming	\$ 0.00-10.00
East Bradenton Special Events	\$ 0.00-10.00
Outreach Bucket Drumming	\$ 0.00-10.00
Outreach Optional Field Trips	\$ 5.00-65.00
Contracted Classes *(70/30%)	\$ 5.00-100.00

* Approved Individually Through Contract Via Purchasing Department

***Fees are contingent upon the length of the league and/or program.**

Special Events

Programs deemed special in nature and offered to the community at large.

A Night Before XMAS Activities	\$ 0.00-10.00
Easter Egg Hunt Activities	\$ 0.00-10.00
Halloween Activities	\$0.00 -10.00
Pamper Days	\$ 0.00-20.00
Day Trips	\$ 8.00-125.00
Dances	\$ 3.00-25.00
Holiday Greeting Cards	\$ 4.00-5.00/10.00
Christmas Drop & Shop Program	\$ 10.00-30.00
Easter Egg Hunt (Entries)	\$ 0.00-3.00
Fall Festival Funhouse	\$ 0.00-5.00
Family Fun Night Activities	\$ 0.00-10.00
Gulf Coast Senior Games - Entry	\$ 10.00-15.00
Gulf Coast Senior Games - Additional Event(s)	\$ 2.00-5.00
Gulf Coast Senior Games - Guest Dinner	\$ 5.00
Gulf Coast Senior Games - Health Fair Expo	\$ 35.00 (not-for-profit)
Gulf Coast Senior Games - Health Fair Expo	\$ 65.00 (for profit)
Gulf Coast Senior Games - shirt sales	\$ 5.00-20.00
Movies/Concerts In The Park	\$ 0.00-15.00
Corporate Challenge	\$ 5.00-75.00
Special Event (booth exhibitor /vendor space)	\$ 0.00-125.00
Special Event (food vendor space)	\$ 35.00-250.00
Challenger Sports Camps	\$ 75.00-150.00

***Fees are contingent upon the length of the league and/or program.**

EXHIBIT D

CONCESSIONS

- A. To enhance the enjoyment of the citizens and visitors in the use of Manatee County's Parks and Recreation programs, the County Administrator or his designees may grant Concessionaire Licenses to athletic leagues or other charitable organizations which have been identified by the Director of the Parks and Recreation Department as lawful not-for-profit organizations for the provision of refreshments and sundry items during the course of league play or recreational events. The terms and conditions of the license shall be in substantial compliance with the form of agreement attached hereto. Any changes in the form of the agreement must be approved by the County Administrator and County Attorney.
- B. Prospective concessionaires will be selected impartially and be afforded an equal opportunity to serve Manatee County once they have provided Manatee County with documentation that clearly confirms their tax-exempt, not-for-profit status and the ability to provide insurance. Other impartial selection parameters are:
 - 1. The Director has determined the need for additional concessions and that such services could not be economically and efficiently provided by County.
 - 2. The athletic league having primary use of a given complex has first call to provide concessions.
 - 3. Not-for-profit organizations sponsoring Special Events will have first call to provide concessions during the Special Event.
 - 4. Other organizations making use of facilities will have second call to provide concessions.
 - 5. An athletic league may have a joint license with another licensed not-for-profit organization to cover longer hours or different league play.
 - 6. The Director of Parks and Recreation is charged with the responsibility of resolving conflicts and other disputes and issues in the best interest of the County before recommending licensing to the County Administrator.
- C. In the event a conflict arises between Manatee County and a concessionaire, the conflict will be addressed by the Board of County Commissioners.
- D. This authorization is restricted to concessionaire licenses with not-for-profit athletic leagues and/or other not-for-profit charitable organizations.
- E. The term of any license agreement shall not exceed three (3) years.
- F. When not in conflict with any existing County agreements and when scoreboards are needed at County facilities, the County Administrator or his designee may grant written permission for a concession license pursuant to the policies provided herein to provide scoreboards with vendor advertising. The licensee must advise the vendor that any rights and contractual obligations are solely between the licensee and the vendor and subject to the limitations contained in the license agreement. The foregoing must be stated in any written permission provided to a licensee as well as the specific location of the scoreboard.

EXHIBIT D-1

**CONCESSIONAIRE LICENSE
GRANTED TO
NOT-FOR-PROFIT ORGANIZATION**

THIS LICENSE is granted by MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter the County), to _____ (hereinafter Concessionaire).

W I T N E S S E T H:

WHEREAS, Concessionaire confirms its ability to perform the services described in Attachment 1 and agrees to comply with all the requirements set forth therein; and

WHEREAS, the operation of food and sundries concession at _____ fulfills a legitimate public purpose.

NOW, THEREFORE, in consideration of the covenants, promises, and representations contained herein:

1. County grants to Concessionaire the privileges and authority to operate a _____ concession facility located at _____ consisting of vending food and sundries [state time and date where applicable].

2. Concessionaire hereby covenants and agrees to operate the concession in accordance with the terms and conditions contained in Attachment 1 which are incorporated herein.

3. Concessionaire agrees to indemnify the County and to obtain insurance as set forth in Attachment 1.

4. Concessionaire acknowledges that this License is charged with the public interest, and agrees to operate the concession in a manner that will furnish maximum service of the highest quality to the public.

5. The term of this License shall be from _____ through _____ and replaces all prior agreements related to concession operations between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this license to be duly executed in duplicate this ____ day of _____, _____.

WITNESSES

Sign Name

Print Name

Sign Name

Print Name

CONCESSIONAIRE

By: _____

Print Name and Title: _____

Address: _____

Date: _____

MANATEE COUNTY, FLORIDA, by
its County Administrator

Date: _____

ATTACHMENT 1 TO EXHIBIT D-1

NOT-FOR-PROFIT ORGANIZATION CONCESSIONAIRE TERMS AND CONDITIONS

- A. Concessionaire must be a not-for-profit, legally organized group authorized to apply to Manatee County for a license to operate and remain responsible for a concession stand or stands as identified in the attached Concession License. To offset the County's costs, Concessionaire will pay a license fee established by resolution of the Board of County Commissioners, as amended from time to time and made applicable to all similar operations.
- B. TERMINATION: This License may be terminated by Manatee County in writing at any time. If the Concessionaire ceases providing services or the organization ceases to exist, the License will terminate automatically.
- C. BREACH: Should the Concessionaire breach the terms and conditions of this License, Manatee County may, at its option, allow the Concessionaire reasonable time (not to exceed thirty (30) days) to remedy the breach. Should the Concessionaire fail to so remedy the breach, Manatee County will terminate the License. Concessionaire hereby agrees to pay all costs incurred by Manatee County as a result of the breach, to include a reasonable attorney's fee.
- D. GOODS AND SERVICES: Concessionaire will have the right to vend food, sundries and non-alcoholic drinks at the location identified in the License for the duration of this License.
- E. The Concessionaire shall be responsible for the supervision of the specific facilities identified in the License. If the facilities are ballpark facilities, Concessionaire will be responsible for opening and closing the ballpark as well as activating and deactivating the ballpark lighting as needed. The Concessionaire must deactivate the ballpark lights before leaving the facility or the Concessionaire will be subject to a monetary penalty to be determined by the length of time the lights are left on after the facility has officially closed for the day. The penalty will be \$100.00 per occurrence based on the current, apropos Parks and Recreation Policy and Fee Schedule.
- F. ACCOUNTABILITY: Concessionaire shall provide the County with annual reports reflecting its gross revenue based in part upon the written tabulation of cash register receipts and those receipts generated by other business equipment maintained by the Concessionaire. Concessionaire shall keep and maintain accurate books, records, and accounts of all receipts, deposits, income, disbursements, and expenditures in connection with the operation of the concession. Said documents shall be made available to the County for inspection upon demand.
- G. Concessionaire shall have the responsibility of paying all federal, state, and local vendor's taxes and of complying with all reporting requirements.

- H. MAINTENANCE: Concessionaire shall keep and maintain the concession and the immediate area surrounding the concession in a clean, sanitary, and attractive condition at all times. If the Concessionaire fails to do so, Manatee County may terminate the License and/or bill the Concessionaire for the cost of cleanup.
- I. ALTERATIONS: No alterations to the existing concession may occur without prior written permission of the Board of County Commissioners of Manatee County or its designee. Any alterations, remodeling, renovation, expansion, etc., will be at the expense of the Concessionaire. Requisite permits and compliance with local and state building and fire codes will be the responsibility of the Concessionaire. All improvements become the property of Manatee County.
- J. UNLAWFUL PURPOSE: The building in which the concession is located shall not be used for any unlawful purpose or for any purposes other than those listed herein. Concessionaire will not use said building or concession in such a manner as to create a public or private nuisance, or otherwise violate federal, state, or local law.
- K. INSPECTION: The County shall have the right, at reasonable times, to inspect the building and the operations of said concession for health and safety compliance.
- L. UTILITIES: The County shall be responsible for all water, sewer, and electric service charges to the building. Where new or additional connections are required to provide service, Concessionaire shall pay all costs for connecting to the service.
- M. INDEMNITY: The Concessionaire shall indemnify, keep, and hold harmless Manatee County, its agents, officials, employees, and assigns against all claims, liabilities, judgments, costs, attorney's fees, and other expenses incurred by Manatee County in connection with this License. In the event of any claim or judgment rendered against Manatee County in any action arising out of the performance of this License, Concessionaire shall, at its own expense, satisfy and discharge the same. The indemnity hereunder shall continue until such time as any and all claims arising under this License have been finally resolved regardless of when such claims are made.
- N. INSURANCE: The Concessionaire shall maintain comprehensive general liability insurance with insurance carriers licensed to do business in Florida, subject to approval of Manatee County. The following limits of liability shall be maintained.
1. Minimum limits of \$200,000.00 per occurrence combined single limit for bodily injury and property damage liability and premises and/or operations and employee liability.
- O. At the County's Risk Manager's request, Concessionaire shall name Manatee County as an additional named insured on the Certificate of Insurance. Certificates shall be subject to County approval. Certificates of Insurance from the insurance provider stating the

types of coverage provided, limits of liability, and expiration dates shall be filed in duplicate with the County before operations are commenced.

- P. It shall be the responsibility of the Concessionaire to assure compliance with all OSHA, EPA, and/or other federal, state, or local rules that pertain to workers and to the operation of the concessions. The Concessionaire, volunteer workers, or employees of the Concessionaire are not employees of Manatee County.
- Q. The Concessionaire shall, at its own expense and cost, procure and maintain in force for the duration of this License all permits and licenses required by federal, state, or local law. Concessionaire shall pay any and all license fees levied or assessed against said Concessionaire imposed in connection with the operation of the concession. Concessionaire shall be responsible for the payment of federal, state, and local sales taxes and insuring compliance with those federal, state, and local laws governing sales tax.
- R. It is expressly understood and agreed that no real or personal property is leased to the Concessionaire; that Concessionaire is a Licensee and not a Lessee; that the Licensee's privileges to occupy the premises and to operate the license hereby granted shall continue only so long as the Licensee shall comply strictly and promptly with each and every provision, covenant, agreement, and condition contained herein.
- S. Concessionaire shall not enter into any agreements with third parties to operate the concession without the prior express written consent of the Director of the Parks and Recreation Department.
- T. This agreement does not grant Concessionaire the right to grant additional concession licenses.

EXHIBIT E

LEAGUE FACILITIES

- A. The County Administrator or his designee may grant a license agreement for the location of temporary facilities to athletic leagues or other sports organizations which have been identified by the Director as lawful not-for-profit organizations who frequently and continuously use County Park and Recreation facilities and are in need of facilities for storage, meeting rooms, and concessions, and space is available without interfering with the County's activities and operations.
- B. Such prospective licensees must provide proof that they are lawfully established not-for-profit organizations and exempt from taxes.
- C. Any license agreement shall be subject to termination with thirty (30) days notice after an initial period not to exceed one (1) year.
- D. All licenses shall be in substantial compliance with the form of agreement attached hereto. Any changes in the form of agreement must be approved by the County Administrator and the County Attorney.
- E. No person or organization shall have the right to locate improvements on any County-owned property. Licenses may be issued only when the County Administrator, in consultation with the Director, has first determined that there is adequate space available and that the organization has the ability to install the temporary facilities in a manner that is safe and compatible with the appearance of the County park.

EXHIBIT E-1

LICENSE AGREEMENT

This is a license granted by MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, to _____ (hereinafter "Licensee"), a Florida not-for-profit corporation whose mailing address is _____.

1. Grant of License: County hereby grants unto Licensee the right to use County-owned real property within _____ located in the vicinity of the football fields at such specific location and pursuant to the final plans, including color and materials, as approved by the Manatee County Parks and Recreation Department Director. The property shall consist of _____ for the location of _____, along with a right of access to the licensed property (hereinafter the "Property").

2. Use: The property shall be used solely for _____ required for Licensee athletic activities at _____ and for no other purpose.

3. Term: This license shall be for a period of one (1) year, and may continue on thereafter provided that County may terminate the license at any time with at least thirty (30) days written notice in advance of the date of termination.

4. Liability and Risk of Loss: Licensee shall be solely responsible for any risk of loss to Licensee's storage facility and personal property stored thereon. Licensee shall indemnify, keep, and save harmless the County, its agents, officials, and employees against all claims, suits, actions, or proceedings arising from injuries, deaths, losses, or damages, and all costs and expenses which may accrue or be asserted against County arising out of Licensee's activities and use of County's Property pursuant to this license, including reasonable attorney's fees.

5. Licensee's Duties: Licensee shall be solely responsible for all costs and expenses associated with the construction or installation of Licensee's storage facility and maintenance of the storage facility, and shall obtain all permits and comply with all applicable laws, rules, regulations, codes, and ordinances related thereto, including but not limited to any site plan approvals and building permits. Licensee shall be solely responsible for any and all utility services furnished to the Property, including installation costs and the cost of any service and any deposits and use charges as they become due.

6. Termination: Licensee may terminate this license agreement at any time by providing notice to County. Upon termination by Licensee or as otherwise provided for herein, Licensee shall remove all improvements from the Property and restore the Property to the

condition existing prior to this license agreement within thirty (30) days. If Licensee fails to remove the storage facility within the thirty (30) day period, County may elect to keep the storage facility or remove and dispose of the storage facility and recover any costs associated with the removal and disposal from Licensee.

7. Notices and Representatives: Every notice, request or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to Licensee or County, signed by their recognized representatives respectively and addressed as provided below until either party provides written notice of a different representative or address. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested, to the other party at the address given below:

If to County:

Director
Parks and Recreation Department
5502 23rd Avenue Drive West
Bradenton, Florida 34209

If to Licensee:

County designates Cindy Turner, Director, Parks and Recreation Department, as its representative or such different representative as may be designated by the Manatee County Administrator. Licensee's designated representative is _____. Either party may change its representative or address by providing written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this license agreement to be executed the day and year indicated below.

WITNESSES

COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES

By: _____

Print Name: _____

Title: _____

Date: _____