AGREEMENT

This Agreement made and entered into this 24th day of October, 2023, by and between Sunburst Entertainment Group, LLC, hereinafter referred to as "Sunburst" and the School Board of Pinellas County, FL hereinafter referred to as the "Board;"

WHEREAS, Sunburst leases and operates Tropicana Field located at One Tropicana Drive, St. Petersburg, Florida; and

WHEREAS, the Board owns and operates schools and centers throughout Pinellas County, Florida, each of which is hereinafter referred to as the "School;" and

WHEREAS, a School may occasionally want to use Tropicana Field for special events and activities; and

WHEREAS, Sunburst and the Board are each willing to cooperate in this matter under certain conditions and provisions;

THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, Sunburst agrees to make Tropicana Field available to the Board, according to the following terms and covenants:

1. Term. The term of this Agreement will be for a period of three (3) years, beginning February 12, 2024, and ending February 8, 2027.

2. Deposits. A deposit is required for all contracted events.

3. Cancellations. A cancellation that is received within thirty (30) days of the event is subject to a penalty fee equal to 50% of the contracted and estimated charges.

4. Pricing. All of the included pricing is based on the Fair Market Value.

5. Liability. Sunburst reserves the right to inspect and control all private events. Sunburst cannot assume responsibility for personal property and equipment brought into Sunburst's facilities.

6. Event Space. The reassignment of meeting and dining room space due to an increase or decrease in guest count remains the discretion of Sunburst.

7. Billing. One hundred percent (100%) of guaranteed payment is due 72 hours prior to the event.

8. Vendors. All outside vendors arranged by the School must be approved by Sunburst. No food or beverages may be brought into Tropicana Field, without the prior written consent of Sunburst.

9. Insurance. The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, that the Board's liability is subject to the limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as waiver of sovereign immunity by the Board, nor shall anything herein be construed as consent by the Board to be sued by any third party for any cause or matter arising out of or related to this Agreement. Sunburst will provide the Board a certificate of comprehensive general liability insurance coverage in the amount of at least $1,000,000, listing the School Board of Pinellas County, Florida, as additional insured. The Board will provide, if requested, to Sunburst proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes.

10. Guidelines.

(a) Any use of Sunburst's facilities must be scheduled in advance by the School principal or center director and the Senior Vice President of Sunburst, or their specific designees. The use may be approved with the written approval of the Superintendent of Schools and the Senior Vice President of Sunburst, or their designees. Upon notification of a scheduled use, the Board's Real Estate Department will initiate a Facility Use Authorization Form that when

properly executed will be considered an amendment to this Agreement. A sample of a Facility Use Authorization Form is attached to this agreement as Exhibit "A."

(b) The School will provide Sunburst at least fourteen (14) days prior to the event a full and detailed outline of all event requirements, including staging, floor plan, space, and seating requirements (specifically seating obstructed by staging and technical configurations peculiar to the event), and all such other information as may be required by Sunburst concerning the event.

(c) Sunburst reserves the right to reschedule this event to accommodate a major event with projected revenues in excess of Seventy Five thousand Dollars ($75,000) by providing at least sixty (60) day prior written notice to the School. A date(s) mutually agreed upon by the parties concerned would be selected for rescheduling the Event. Sunburst will make a good faith effort to minimize the hardship to the School resulting from such a change.

(d) Sunburst will have the right to establish rules and regulations for the governance of its facilities and will provide the School with all such rules and regulations prior to the event. The School will comply with all sponsor exclusivities for Tropicana Field provided to the School.

(e) Any use of School facilities must be scheduled in advance by the School principal or center director and the Senior Vice President of Sunburst, or their specific designees. The use may be approved with the written approval of the Superintendent of Schools and the Senior Vice President of Sunburst, or their designees. Upon notification of a scheduled use, the Board's Real Estate Department will initiate a Facility Use Authorization Form that when properly executed will be considered an amendment to this Agreement. A sample of a Facility Use Authorization Form is attached to this agreement as Exhibit "A."

11. Copyrights/Logos.

(a) The School will not use Sunburst or Tropicana Field logos, names, or any other registered identification belonging to Sunburst or Tropicana Field, in any advertisement or promotion for the event without Sunburst's prior written approval.

(b) The School agrees to prohibit the posting, distributing, or exhibiting of any signs, advertisements, showbills, lithographs, posters, or cards of any description on or about the premises unless approved in writing by Sunburst. Any approved signs must be removed before the end of the event by the School.

12. Unforeseen Questions. Sunburst and the Board agree that in the event of unforeseen questions arising out of use of Tropicana Field or otherwise arising under this Agreement, questions will be settled in writing between the Superintendent of Schools and the Senior Vice President of Sunburst, or their respective designees for resolution of such questions concerning this Agreement.

13. Entire Contract. Sunburst may provide the Schools with Usage Policies as procedures; however, Sunburst acknowledges that the School's administrators and staff may not contractually obligate the Board beyond the terms and covenants contained in this Agreement.

14. Notices:

Real Estate Department
Walter Pownall Service Center
11111 S. Belcher Road,
Largo, Fl 33773

Sunburst Entertainment Group LLC
Tropicana Field
One Tropicana Drive
St. Petersburg, Fl 33705
Attention: Legal Department

15. Headings. The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

SUNBURST ENTERTAINMENT GROUP LLC

By: _____

Witness

JOHN P. HIGGINS

Approved as to form and content:

Senior Vice President of Administration/General Counsel

September 14, 2023

General Counsel

ATTEST:

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

Superintendent

By: _____

Chairperson

10-24-23

Approved as to form and content:

School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: February 09, 2024
To: Sunburst Entertainment Group LLC
Subject: Additional Use Request under the Agreement between the School Board of Pinellas County and Sunburst Entertainment Group LLC, effective 2/09/2024 (3yrs)

Requestor:
Description of Use:
Facility(ies): **SAMPLE – Note: This form will be completed by the Real Estate Department and submitted for signatures.**
Dates & Times:
Supervision By:

Coordinator (& Phone #) for School Board:
Coordinator (& Phone #) for Agency:

The following estimated costs will be incurred as a result of the said use:

Wages:	$
Direct Costs	$ **000.00**
Other (List)	$
	$_____
Total	**$ 000.00**

The facility owner/representative **Agency** will invoice **Agency** for the above-described costs, which may vary if the actual use of facilities differs from that shown above. This form, when executed by the authorized representative for the School Board and the authorized agency representative, will be authorization to use the above described facility on the dates and times set forth herein. This additional use is granted under the terms and conditions of the above said agreement.

Additional conditions, if any:

Sunburst Entertainment Group LLC

_____
Authorized Representative for Agency — Date

School Board of Pinellas County, Florida

_____
Authorized Representative for School Board — Date
11111 S. Belcher Rd., Largo, Fl 33773

With copies to: Superintendent of Schools
Director, Accounting
Director, Auditing
Area Superintendent (Region I-V)
School Representative
School Bookkeeper
Agency Representative

RPC #