# PROPOSAL FOR SPORTS PROGRAMMING MANAGEMENT SERVICES

Bartram Springs
Community Development District



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May 7th, 2024

Dear Bartram Springs CDD Board of Supervisors,

Amenity Athletics is grateful for the opportunity to present this proposal to continue to provide our athletics programs to your community. For over 15 years we have been a part of this community and have over 1500 Bartram Springs CDD residents participating in youth flag football, soccer, and basketball every year.

My brother, alongside Vesta Property Services, started this league from scratch over 10 years ago, and through hard work and dedication, it has grown to include over 3000 athletes. We couldn't have achieved this without Vesta's support, which has allowed us to involve many other communities.

Over the past four years, I've poured my heart and time into running the league. I was able to start a summer flag football program as well as our basketball program. Each league has been a huge success and that's evident by our growing numbers every season. This isn't just a job to me...It's my passion!

Amenity Athletics is all about providing a safe and fun environment for kids to be active with their friends. My kids have made countless friends through these sports programs, I'm eager to see it continue to grow. Your support means the world to us, and we have hundreds of people ready to stand behind and endorse Amenity Athletics.

Please review the enclosed proposal to continue our partnership with the Bartram Springs CDD board.



Sincerely,

Tim Callahan Amenity Athletics League Director Vesta Property Services, Inc. 245 Riverside Ave. #300 Jacksonville, Florida 32202



#### RFP Forms

# General Description of District Facilities To Be Managed

The Bartram Springs Community Development District is located within City of Jacksonville, Florida. The District owns, operates, and maintains various recreational facilities including and a club house, pools, fitness center, tennis courts, and Veterans Park and its sports fields and basketball courts. The primary focus of this RFP is youth programing (to include practice and league play) for basketball, soccer, and flag football. Proposals may suggest additional team sports not listed. This RFP is not intended to impact other sports training/lessons programs established with other vendors (e.g., swim lessons, fitness training, and tennis lessons). Please participate in the self-guided tour for a detailed review of all the District's recreational facilities.

#### **Proposer General Information:**

Proposer Name Vesta Property Services, Inc.

Street Address 245 Riverside Avenue #300

P. O. Box (if any)

City State Zip Code Jacksonville, Florida 32202

Telephone (904) 355-1831 Fax no. (904) 204-2469

1st Contact Name Tim Callahan Title League Director

2nd Contact Name Solveig Hackleman Title Head Administrator

Parent Company Name (if any) PMG Holdings
Street Address 5401 N. Central Expressway #290
P. O. Box (if any)
City Dallas State TX Zip Code 75205
Telephone (214) 272-4074 Fax no. (214) 751-2397
1st Contact Name Jose B. Maldonado Title Treasurer
2nd Contact Name Jason Villalba Title Secretary

#### Company Standing:

Proposer's Corporate Form: Corporation

(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date November 12, 1995

Is the Proposer in good standing with that State? Yes X No If no, please explain

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes X Charter No. <u>P95000090161</u> If no, please explain

What are the Proposer's current insurance limits?

General Liability \$1,000,000
Automobile Liability \$5,000,000
Workers Compensation \$1,000,000
Expiration Date 01/01/2025

<u>Licensure</u> – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Type of registration: Community Association Management Firm License

License No. #CAB3970 Expiration Date: 09/30/2024

Qualifying Individual: Lisa Ann Manzione Title: CAM / Regional President

# **Commercial General Liability Insurance**

# **Automobile Liability Insurance**

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Youth Sports Program References: Provide examples of sports programs that your firm is currently providing or has provided in other similar sized communities (what have you done elsewhere.)

Note\* - Table below reflects locations where contracts are/were in effect for games. Amenity Athletics does not organize or schedule practices for teams; the coach's choose locations, dates and times that are most convenient for them and their players. We encourage all coaches to follow the rules and policies of where that practice is taking place including guests, hours of usage, and be aware when community meetings are being conducted or parking may be limited.

Examples of Programs Provided in 2023						
Program	Community Name	1 5	ser Fee mount	Total Annual Participants	Resident/Non-resident	
Spring Soccer	Batram Springs	\$	110.00	469	267 Res/202 Non	
Fall Soccer	Bartram Springs	\$	145.00	436	246 Res/190 Non	
Summer Flag Football	Bartram Springs	\$	120.00	281	106 Res/175 Non	
Winter Flag Football	Bartram Springs	\$	115.00	458	128 Res/330 Non	
Spring Basketball	Bartram Springs	\$	100.00	95	10 Res/85 Non	
Spring Soccer	Heritage Landing	\$	110.00	408	192 Res/216 Non	
Fall Soccer	Heritage Landing	\$	145.00	397	209 Res/188 Non	
Winter Flag Football	Heritage Landing	\$	115.00	240	128 Res/112 Non	
Spring Basketball	Heritage Landing	\$	100.00	95	28 Res/67 Non	

Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from sports management contracts within the past 3 years? Yes <u>X</u> No <u>Please provide the following information:</u>

Project Name/Location: <u>Bartram Springs/Jacksonville, Florida</u> Contact: <u>Jim Oliver, GMS</u> Contact Phone: 904-940-5850

Project Type/Description: <u>CDD Community</u> Dollar Amount of Contract:

Scope of Services for Project: <u>Amenity-and-Lifestyle Management; special events.</u> programming.

Dates Serviced:

Reason for Termination:

Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes  $\underline{\hspace{0.5cm}}$  No  $\underline{\hspace{0.5cm}}$  X

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes  $\underline{\hspace{0.5cm}}$  No  $\underline{\hspace{0.5cm}}$ 

Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts? Yes\_ No  $\underline{X}$ 

• List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.

#### None

- List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.
  - At our "Five Towns" managed community in the St. Petersburg area, a resident alleged a type of "slip-and-fall," supposedly resulting from an insect sting occurring on the club premises/facilities that we maintain. The claim was dismissed.
  - A former employee at our Kings Point Sun City Center property alleged wrongful termination in lieu of receiving severance pay (contrary to our standard employment practice.) The claim was dismissed.
  - In February of 2019, a "Dram Shop" liability matter was settled by our insurance carrier involving a homicide of a resident by a fellow resident in a managed community of Vesta's in the Tampa area, The Bay Club at Westshore Yacht Club.
  - A former Vesta employee alleged age-discrimination as the reason for his or her termination at our Villages of Bloomingdale contact in Riverview. The claim was settled (for a modest sum) out of court on May 21, 2021.

In additional to the required information, you are encouraged to share additional information required your company and programs, such as how league play is structured success stories, testimonials, references with contact information, profiles of key personnel and qualifications, significant awards and industry recognition.

#### Proposer's Experience/Ability to Furnish the Required Services

- Over 15 years of proven success at Bartram Springs CDD.
- Amenity Athletics goal is to provide a co-ed, "recreational league" environment where families can have fun, learn the fundamentals of the game, and improve performance while promoting good sportsmanship and teamwork. We allow coach and friend-requests for team placement.
- Original three seasons were Spring and Fall Soccer, and Winter Flag Football. In 2021 we expanded the league to include Spring and Fall Basketball and Summer Flag Football.
  - Currently we offer all the above except for Fall Basketball.
- We have almost 3,000 participants per year currently with people coming from all over St. Johns and Duval County to participate, including multiple CDD's and HOA's.
- We currently have agreements and hold games at Heritage Landing and Bartram Springs (through the end of May) and we will be introducing additional game locations later in the year to spread our "footprint" even further.
- Amenity Athletics was unique during COVID-19 during 2020, in which we gave full refunds to everyone registered during our 2020 Spring Soccer Season.

#### **Testimonial:**

I have been coaching soccer for Amenity Athletics going on 8 years during both Spring and Fall seasons. I played through college and high school, it was when we moved to Heritage landing I wanted my kids to find something fun to do in our neighborhood. We have never lived in an area like this up north where we are from. When I first started coaching it was for my oldest daughter and my middle born son. We loved the excitement of it. It introduced us to a great circle of people and I find that as my daughter found music and moved on the the U15 league, my middle son still plays and I coach and we have had the same team going on for years. I have parents always thanking me for helping their kid find their roots and friends within this league. In fact last year we left to try Prime out because my son was developing and I felt I was holding him back.

It only took 1 year of prime to see that the money invested in that league for younger players is not an investment I saw a return on. We parted ways and came back to Amenity to prepare for middle school try outs. I find that as I keep coaching I see kids that have played with me and moved to other teams and still say "Hi Coach Randy". It is a great feeling to know this program has helped kids and parents grow with an amazing sport. In fact if my son makes the middle school team, I have parents who still ask if I will participate with this program, because they love it and how coaches teach them the skills, teamwork, and having fun with the sport. We all love to win, but when we lose I tell the kids we do what Taylor Swift says and "Shake it Off."

I find this program to be well managed and refs trained appropriately. They are younger Highschool kids and they do their best to make the game fair and fun. I think every season Tim Callahan reaches out to me to see how things are going and to let me know I have returning players who are excited to be back. Congrats to Amenity Athletics for a program that has kept me involved with my kids as well as friends I have made with parents who trust the program but the coaches as well.

Regards:		
Randall Broadbent	 	 

#### **Testimonial:**

I want to give a huge shout out to Amenity Athletics and our amenity staff who helps run it all. We have completed another soccer season and our family had a blast. We love sports season here in the neighborhood. The kids have a blast and I love the community that comes with it.

We are grateful for the coaches who volunteer their time to teach skills, leadership and sportsmanship to our kiddos and for the amenity staff who make this program possible. Thank you to all associated with Amenity Athletics. We can't wait for the other sports season to begin - we will be there cheering the kids on!

-Peter Helton	

# **Testimonial:**

Our family has been apart of the Amenity Athletics family for several years, playing both soccer & flag football. I've coached teams in both sports and the experiences we have had are nothing but positive. The friendships we have made will last a lifetime. When I'm out in the community, in stores or schools, it amazes me how many people recognize me as "Coach Nick." The staff & team with Amenity Athletics have helped create a lifetime of memories.

# Proposer's Experience/Ability to Furnish the Required Services - Continued

#### **Testimonial:**

-Tara Coggin

My name is Tara Coggin, and I have been a resident of Bartram Springs since 2011. In May of 2014, my husband Mike and I had our first child, Nate, and four years later we signed him up for Amenity Athletic soccer. One of his first soccer coaches was David Callahan, and since then, Nate has had nearly the same soccer team every season. In 2016, my daughter Felicity was born and four years later Coach Sandy became her first soccer coach. She, too has stayed with mostly the same teammates. In 2019, our son Theo was born and that's when my husband decided to coach his team.

Through the years our children have made lasting friendships, as have my husband and I. Amenity Athletics has given our family the opportunity to not only join wonderful teams full of neighbors and friends, but the opportunity to help serve our community as a coach.

We are a homeschooling family, so sports and extracurriculars are a big part of our day. Even with all of their other activities and schoolwork we look forward to practices and Saturday morning games. Since our children began playing soccer, it's been an absolute joy to have this type of connection with our neighbors. With games and practices being held right in the neighborhood, we know that our kids will look back one day with fond memories of living here.

I would be remiss if I wrote a letter about Amenity Athletics without mentioning Tim Callahan. During all the years my children have played, he has always been there with a smile on his face- to cheer on the teams or offer a word of direction to the players. He never fails to stop to talk to the parents, share a laugh, or to listen if we have a concern. Nobody works harder for our kids and this program than Tim; he is an asset and a blessing to this community; we are lucky to have him.

With legions of families leaving Duval County for greener pastures, an irreplaceable sports program like Amenity is one of the \*only\* reasons many of us are choosing to stay here, my family included. With childhood obesity and excessive electronic use on the rise, I should hope any community would consider itself lucky to have a group like Amenity Athletics.

Testimonial:				
This is our first season with Amenity Athletics as coaches are all volunteers so I'm sure everyone's the age of my kids (4 & 7) practice once a week of	experience could	l be different but w	e lucked out with	ours! For
leagues and we will definitely be repeat registran	ts with Amenity	for soccer now!		
-Abby Zimmerman				

# Proposer's Experience/Ability to Furnish the Required Services - Continued

#### **Testimonial:**

My 3 sons have been playing soccer, flag football and basketball with Amenity Athletics over the last 6 years and I have been coaching their soccer and flag football teams. What initially drew me to Amenity Athletics was it is a recreational league with competitive pricing compared to the alternatives and convenient locations for practices and games. Although the league is laden with talent, the emphasis wasn't solely on developing athletic skills but more so on giving children the opportunity to develop a passion for the sport and to learn important life skills such as teamwork, sportsmanship and winning/losing with grace.

Throughout the seasons we forged friendships with other families and were able to keep the core of our teams together as Amenity Athletics allows players to choose a player and coach to be teamed up with which is unlike most other sports leagues. This has allowed me the opportunity to continually develop and pour into a core group of kids and to have the privilege of watching them mature as teammates and athletes over several years.

Overall Amenity Athletics has been an amazing experience for my family and I. The director and referees are knowledgeable and care about the players and their wellbeing. The organization provides a safe, fun and encouraging environment for children to grow and reach their potential as both productive and positive members of society and as athletes.

#### -Brandon Silvey

#### **References:**

- Coach Randall Broadbent rbroad1121@gmail.com
- Former League Director David Callahan 904.219.1551
- Coach Brandon Silvey Bsilvey13@gmail.com 904.386.0513



















# Ability of Personnel

- Offices, management and all staff are local to the Northeast Florida area.
- · Referees
  - We staff between 20 and 30 referees every year to referee across all three sports
  - Previous experience playing one of the three sports is preferred and most of our staff have played previously with Amenity Athletics, Prime and/or Florida Elite.
    - Many of our referees played in our league as youth athletes.
    - Currently we have 10 referees staffed that are residents in Bartram Springs
    - Pre-season meetings and clinics with referees before each season

#### Coaches

- Volunteers
- Coaches receive a discount on those family members that are registered to play in that current season.
- Required to complete child safety training, approved by our insurance carrier.
- Receive a coaches packet which includes our rules, regulations, league structure and skills/practice drills.
- Direct contact with our league director at any times for advisement.
- Management
  - . See below.



Tim Callahan, League Director

Tim has always had a passion for sports and coaching. As a 3-sport athlete in high school, Tim went on to play college soccer (Southeastern) & college basketball (Trinity College). After college Tim began his coaching career at Providence School in Jacksonville where he coached three different sports over a 9-year period. Leading the girls' soccer team to back-to-back regional final appearances, middle school softball team to 4 IMSC championships, and JV girls' basketball team to Sunshine Tournament champs.

While coaching, Tim began playing competitive flag football. Over a 10-year span, Tim traveled the USA playing on the #1 team in the country. Winning national championships, played against NFL stars, and eventually being inducted into the Flag Football Hall of Fame.



Solveig Hackleman, Head Administrator

Solveig Hackleman moved to St Augustine from Colorado in 2008. She immediately signed her children up for soccer once she learned there was a league right in her own neighborhood! Her kids enjoyed it so much that they played every season and flag football also. Solveig's daughter enjoyed flag football every bit as much as soccer! After meeting so many wonderful neighbors and making many friends, she began working at Heritage Landing Amenity Center. Soon after, Solveig began working as the Head Administrator for Amenity Athletics in 2010.

"It has been a pleasure to watch the program grow in North Florida. I work mostly behind the scenes doing administrative work, but my favorite part is seeing the joy that Amenity Athletics brings to so many families. I love being a part of something that affects so many people in a positive way!"

# <u>Understanding of Scope of Work</u>

- Marketing goes out for each season around 6 to 8 weeks before the start dates via the following:
  - Direct e-blasts to past participants.
  - Flyers to residents directly through those communities that allow it and agree to provide it via their eblast systems and websites.
  - Signs put out in those communities that allow and agree to it.
- Registration
  - Partnered with Quickscores for registration software.
  - Payments processed through PayPal.
  - Registration opens an average of 6 to 8 weeks prior to opening day.
  - Registration closes after an average of 4 weeks.
  - After registration is closed, late fees are applied to those that register. We attempt to register as many people as close to the start date as possible.
- Age divisions depend on the sport but range from U5 to U15.
  - U5 Age 3 4
  - U6 Age 4 5
  - U8 Age 6 7
  - U10 Age 8 9
  - U12 Age 10 11
  - U15 Age 12 14
- Our League Director puts together all teams and considers registrants requests of playing with certain coaches and other players.
- On average, teams are finished 2 to 3 weeks prior to the league starting and we attempt to allow for at least two practices to occur before opening day.
- · Coaches are provided with packets as well as have direct communication from our League Director
- We currently do not schedule or organize any practices for any Amenity Athletics teams. Our coaches are
  volunteers and they are responsible for choosing where they want to practice and are encouraged to follow
  the rules of any place they proceed with.
- Seasons consist of between 6 and 8 games per teams.
- No team records are kept due to the league being recreational.
- Inclement weather is monitored and decisions to cancel, postpone or reschedule take place as close to game as possible.
  - Make up days for inclement weather only occur in case of a 2nd rain out.
- Shin guards are mandatory for all participants for soccer.
- Cleats are suggested.
- We e-blast directly to all participants weekly providing them with up to date information as well as parking maps for game locations.
- Picture Day
  - Team pictures happen once per season and are scheduled accordingly with our photographer Flashback Photography.

- All parents are required to review and accept the Amenity Athletics Parent Code of Conduct below:
  - PARENT / GUARDIAN CODE OF CONDUCT AGREEMENT
    - Youth sports are supposed to be fun for the children. Actions by parents, fans and coaches, whether verbal or nonverbal, can have a lasting emotional effect on children and referees.
    - Amenity Athletics strongly believes the essential elements of character-building and ethics in sports
      are embodied in the concept of sportsmanship and six core principles: Trustworthiness, Respect,
      Responsibility, Fairness, Caring and Good Citizenship.
    - As a parent or guardian of a player in Amenity Athletics, your actions reflect not only on you, but your child, his/her team and the league.
    - As a parent in Amenity Athletics, you and your child agree to abide by and follow the rules and guidelines below:
      - I will adhere to the Amenity Athletics Tolerance Policy. I will never be under the influence of or in possession of drugs, alcohol, tobacco products or weapons of any kind at practices, games, trips, or other events.
      - I understand that the use of foul language towards anyone (coaches, teammates, referees, opponents or spectators) will not be tolerated. I will not engage in any language or actions with the intent to initiate, hurt, intimidate, or humiliate any player, coach, referee, or spectator.
      - I will not post on any social media site with the intent to initiate, hurt, intimidate or humiliate any player, coach, referee or spectator. The posting of negative, demeaning or derogatory comments will not be tolerated. These acts shall be considered harassment and may result in the immediate removal from the league. As a parent, I understand that I am accountable for the actions of my child on social media sites. I will stress to my child the importance of proper conduct on these sites and provide parental oversight to prevent any type of cyber-bullying by my child.
      - I (and my guests) will not engage in any unsportsmanlike conduct with any referee, coach, player or parent such as booing, taunting or using profane language or gestures. I will maintain self-control at games, practices and other league events.
      - I (and my guests) will be a positive role model for my child and encourage sportsmanship by showing respect and courtesy, and demonstrate positive support for all players, coaches, and referees at every game, practice or event.
      - I will not encourage any behaviors or practices that would endanger the health and wellbeing of the players.
      - I will encourage my child to play by the rules and to resolve conflicts without resorting to
        hostility or violence. I will require that my child treat all players, coaches, referees and
        spectators with respect.
      - I will not complain or become confrontational about penalties or calls made by the referees and
         I will always respect the referees and their decisions.
      - I will support the coaches, allowing them to do their job by not coaching my child or other
        players during games and practices. I will not openly question or confront coaches before,
        during or after games or practices. I will take the time to speak with coaches about any
        concerns calmly, privately and at an agreed upon time and place.
      - I will promote the emotional and physical well-being of the players ahead of any personal desire I have for my child or his/her team to win.
      - I will inform the coach of any physical disability, illness or injury that may affect the safety of my child or the safety of others.

- I realize that if I violate this Code of Conduct, I may be subject to disciplinary action that could include one or more, but not limited to the following:
  - 1st Violation Verbal warning from referee or any Amenity Athletics staff
  - 2nd Violation Removal from the spectator area and it will be documented for our records.
  - Violations will start over every week, however, if more than two weeks of violations occur
    through the season, we will schedule a private meeting to discuss whether Amenity
    Athletics is a good fit for you and your child.
- \*If you have any concerns, please email us at AmenityAthletics@vestapropertyservices.
- All parents are required to review and sign the following waiver and photo release:
  - GENERAL RELEASE AND WAIVER OF LIABILITY -(agreement to assume sole responsibility for all risks related to participation in the Program)
    - Pursuant to Florida Statute 744.301:
    - NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN
    - READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF
      - Bartram Springs CDD, Brandy Creek CDD, Celestina, Heritage Landing CDD, King and Bear, Aberdeen CDD, Turnbull Creek CDD, Durbin Crossing CDD, Southaven CDD, Trout Creek CDD, Rivers Edge 1 and Rivers Edge 2, Cimerrone CDD, Samara Lakes CDD, Shearwater CDD, Vesta Property Services
      - USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM
      - Bartram Springs CDD, Brandy Creek CDD, Celestina, Heritage Landing CDD, King and Bear, Aberdeen CDD, Turnbull Creek CDD, Durbin Crossing CDD, Southaven CDD, Trout Creek CDD, Rivers Edge 1 and Rivers Edge 2, Cimerrone CDD, Samara Lakes CDD, Shearwater CDD, Vesta Property Service,
      - IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND
      - Bartram Springs CDD, Brandy Creek CDD, Celestina, Heritage Landing CDD, King and Bear, Aberdeen CDD, Turnbull Creek CDD, Durbin Crossing CDD, Southaven CDD, Trout Creek CDD, Rivers Edge 1 and Rivers Edge 2, Cimerrone CDD, Samara Lakes CDD, Shearwater CDD, Vesta Property Services
      - HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

- I acknowledge and understand that participation in the Program has certain inherent risks, including, but not limited to, significant changes in the Participant's health, injury or even death to the Participant, and on behalf of the Participant, I agree to assume and accept sole responsibility for all risks related to participation in the Program, including, but not limited to, the risks mentioned above and/or damage to, loss or theft of property, or other loss or damage of any nature.
- I acknowledge on behalf of Participant that the District recommends that the Participant consult a physician prior to engaging in the Program. I hereby certify that the Participant is physically and mentally capable of participating in the Program and that the Participant is not under any kind of medical treatment nor has any mental or physical condition that would prevent Participant from participating in the Program.
- On behalf of Participant, I hereby indemnify, waive, release, hold harmless, and forever discharge the District and its present, former and future Supervisors, agents, officers, employees and staff, and its employees, agents and staff, and Vesta Property Services, Inc., and its employees and agents (collectively, the "Indemnitees"), of and from any and all claims, demands, expenses, debts, contracts, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to participation in the Program. I further agree to pay all expenses, including court costs and attorney fees, incurred by the Indemnitees in investigating and/or defending a claim or lawsuit related to the Participant's participation in the Program. This waiver of liability does not apply to any act of gross negligence, or intentional, willful or wanton misconduct by the Indemnitees. However, I agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes.
- This General Release and Waiver of Liability is binding upon myself, my spouse, heirs, executors, administrators, legal representatives, successors and assigns. This General Release and Waiver of Liability supersedes any prior written and/or oral agreements or representation made with respect to the subject matter contained herein. The provisions of the General Release and Waiver of Liability will continue in full force and effect even after the termination of the Program. The provisions of this General Release and Waiver of Liability may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District, and Vesta Property Services, Inc., altogether, and the party whose signature appears below. Nothing herein shall alter the Participant's rights or obligations under the Policies and Fees for the Amenity Facilities and/or related documents.

• If Participant is a minor child, I certify that I am the Participant's parent and/or legal guardian and that I am legally authorized to sign this General Release and Waiver of Liability on behalf of the Participant. Further, in the event that I cannot be reached, I authorize and direct the Instructor to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that the urgent/emergency care is necessary. The medical facility and its medical staff have my authorization to provide any treatment that a physician deems necessary for the well being of the Participant. I understand that the resulting expenses will be my responsibility. I understand and acknowledge that the District and Vesta Property Services, Inc. are not responsible for providing such treatment or transportation and I hereby agree to hold the District, its supervisors, agents, officers and staff and Vesta Property Services, Inc., harmless for any acts or omissions related to emergency medical transportation and/or treatment resulting from myself or my child's participation in the Program. I further agree to pay all expenses, including court costs and attorney fees, incurred by the Indemnitees in investigating and/or defending a claim or lawsuit resulting from or related to the emergency medical transportation and/or treatment of the Participant. I am of lawful age and legally competent to sign this General Release and Waiver of Liability. I have read and understand the terms of this General Release and Waiver of Liability, and I have willingly signed it as my own free act.

#### • PHOTO RELEASE:

- I give my permission to
  - Bartram Springs CDD, Brandy Creek CDD, Celestina, Heritage Landing CDD, King and Bear, Aberdeen CDD, Turnbull Creek CDD, Durbin Crossing CDD, Markland CDD, Trout Creek CDD, Rivers Edge 1 and Rivers Edge 2 and Vesta Property Services to use, without limitation or obligation, photographs, film footage or tape recordings that may include my child's image or voice for purposes of promoting or interpreting Bartram Springs CDD, Brandy Creek CDD, Celestina, Heritage Landing CDD, King and Bear, Aberdeen CDD, Turnbull Creek CDD, Durbin Crossing CDD, Southaven CDD, Trout Creek CDD, Rivers Edge 1 and Rivers Edge 2, Cimerrone CDD, Samara Lakes CDD, Shearwater CDD and Vesta Property Services programs.

- Those applying to volunteer as a Head Coach are required to review and accept the following Coaches Policy:
  - Amenity Athletics Coaching Policy and Agreement
    - This Coaching Agreement, made between Amenity Athletics and Coach, is intended to set forth the minimum requirements and performance expectations of Amenity Athletics for coaching services to be provided by Coach to a team affiliated with Amenity Athletics. Coach is in all respects a volunteer, and the precise time and method of delivery such services to such team is within the sole discretion of Coach.
  - Performance Expectations:
    - The primary responsibility of Coach is to develop the soccer players on Coach's team, including but not limited to the development of their individual soccer skills, their team play, and their attitude and enthusiasm for the game, including good sportsmanship. To that end, Coach is expected to be a positive role model for the team, exhibiting a positive attitude towards players, parents, opponents, and officials.
    - Coach is expected to conduct one practice per week, beginning two weeks prior to the first game and attend all season games unless other arrangements are made with the team and conveyed to the Athletics Director.
    - Coach should be on time, ready to go, at the commencement of each practice. Coach should
      establish expectations for players as to their readiness to begin practice, and their preparation prior
      to games.
    - Coach should communicate clearly and positively to players and parents Coach's expectations for players. Examples of reasonable expectations are attendance and participation at practices, improvement in individual and team skills, enthusiasm toward the team and teammates, and a positive attitude both on and off the field.
    - Amenity Athletics does not mandate equal playing time at any age level. Strategic decisions regarding game play and practice drills are within Coach's own discretion. Amenity Athletics does, however, expect coaches to find opportunities to provide playing time for players who have met Coach's expectations as set forth in item d. above. Amenity Athletics expects Coach to communicate directly to players if there are reasons, such as lack of attendance or participation, skill limitations, or negative attitude, that are restricting their playing time, so that the player and parents can address such matters.
    - Coach is an adult responsible for the safety and welfare of the team's players. Coach should
      intervene at any time in practices or games if circumstances, such as behavior or field conditions,
      are jeopardizing the safety of the players. Coach should not leave younger players (U15 and
      younger) alone at any location, such as after a practice or game.
    - Coach understands that all Amenity Athletics coaches are required to abide by the policies and
      procedures of Amenity Athletics as published or amended. Coach further understands that if he or
      she does not follow any of the above policies, he or she will be subjected to the following per season:
      - Verbal warning by league director or Amenity Athletics Management Team
      - Written warning by league director or Amenity Athletics Management Team
      - Asked to resign from coaching duties. If he or she has a child in the program, and chooses to withdraw that child, no refund will be given.

#### User Fees and Other Financial Considerations

Proposed User Fess for Services (all inclusive with no additional cost for uniforms, etc.)

Sport	Duration of Seasons: Start/End Dates	Proposed User Fees For Residents and Non- Residents*	Estimated Number of Participants @ Bartram Springs	Total Estimated Gross Revenues**	Total Estimated Revenue Share**	CDD Revenue Share % of Gross
Fall Soccer 2024	September 21 - November 9, 2024	\$135 Res/\$145 Non	450	\$63,000.00	\$8,325.00	13.21%
Winter Flag Football 2025	January 18 2024 - March 1, 2025	\$135 Res/\$145 Non	386	\$54,040.00	\$7,141.00	13.21%
Spring Soccer 2025	March 29 - May 24, 2025	\$135 Res/\$145 Non	470	\$65,800.00	\$8,695.00	13.21%
Basketball 2025	April 23rd - May 28, 2025	\$100 Res/\$110 Non	100	\$10,500.00	\$1,500.00	14.29%
Summer Flag 2025	June 7 - July 12, 2025	\$135 Res/\$145 Non	290	\$40,600.00	\$5,365.00	13.21%

<sup>\*</sup>If Bartram Springs does not want field utilized in the Summer to allow for field to rest, Summer Flag can be played at a different location similar to 2024.

#### **CDD Revenue Share and Other Incentives**

Please describe fee-based sports programming that you plan to provide at Bartram Springs during the first year of the contract and proposed revenue share (%) with the CDD and estimated total payment to CDD.

Incentives/Value Added Propositions (optional)

- Field Maintenance Assistance (estimated value)
- Other incentives such as uniforms, equipment, etc.

# Revenue Share Components

- 1. 10% of Regular User Fees for every player (resident and non residents) who plays on Bartram's fields (prorated when multiple communities host games in a single season).
- 2. An additional \$10 for non-resident players (prorated when multiple communities host games in a single season).

Program	Description	CDD Revenue Share	Estimated Annualized CDD Revenue Share
Fall Soccer	8 weeks, jersey, shorts, trophy	10 % + 10.00 per non resident	\$8,325.00
Winter Flag Football	7 weeks, jersey, shorts, medal	10 % + 10.00 per non resident	\$7,141.00
Spring Soccer	8 weeks, jersey, shorts, trophy	10 % + 10.00 per non resident	\$8,695.00
Spring Basketball	6 weeks, jersey, award	10 % + 10.00 per non resident	\$1,500.00
Summer Flag	5 weeks (but 7 games played), jersey, shorts, medal	10 % + 10.00 per non resident	\$5,365.00

Revenue Share Example #1 Fall Soccer				
% of Games Played at Bartram Springs:	100%			
Resident Players	225			
Non Resident Players	225			
User Fee per Participant	\$135.00			
Additional Non-Resident User Fee per Participant	\$10.00			
Gross Revenue	\$60,750.00			
10% of User Fees	\$6,075.00			
\$10 per a non resident	\$2,250.00			
Total Revenue to Bartram Springs	\$8,325.00			

Revenue Share Example #2 Winter Flag	
% of Games Played at Bartram Springs:	50%
Resident Players	193
Non Resident Players	193
User Fee per Participant	\$135.00
Additional Non-Resident User Fee per Participant	\$10.00
Gross Revenue	\$52,110.00
10% of User Fees	\$5,211.00
\$10 per a non resident	\$1,930.00
Total Revenue to Bartram Springs	\$7,141.00

Field Maintenance Assistance (estimated value)

- Games will be rotated if possible in order to utilized different areas of the field
- Holes will be field with sand (provided by CDD) by our staff
- · Fields lined by league director

Other incentives such as uniforms, equipment, etc.

- Uniforms, awards and flags included in registration (see above table)
- We own all goals and equipment needed for each season
- Trash is emptied at the end of each game day

