

## **Alachua County Sports & Events Center Deliverables**

The Operator shall prepare at least annually a separate capital budget and operating budget (together the "Annual Budget") for the current or next Operating Year of operation of the Sports Center, and on or before July 1st of each Operating Year and shall submit to the County Administrator for approval such Annual Budget for the next succeeding year, such approval not to be unreasonably conditioned or withheld.

### **Each Annual Budget shall include line items for:**

- (i) proposed schedule of rates and other projected Sports Center Gross Revenues;
- (ii) proposed Sports Center Expenses (excluding Capital Expense Advances);
- (iii) proposed use of amounts on deposit in the R&R Fund, if applicable or the Surplus Fund;
- (iv) management fees for the Operator and any Manager;
- (v) any proposed Capital Expense Advances;
- (vi) any proposed funding of FF&E,
- (vii) a proposed marketing plan for the Sports Center and the proposed costs of marketing and advertising, and
- (viii) any proposed changes in the Parking Fees to pay for normal increases for operating or maintenance of the parking improvements.

In addition, the Operator shall provide the County an updated rolling five (5) year Pro Forma to be submitted with the Annual Budget.

The first year of the updated Pro Forma will match the submitted Annual Budget. The Operator shall provide the County with the data and information utilized in preparing the Annual Budget or any revisions thereto upon request.

Once approved by the County Administrator, the Annual Budget may be amended from time to time with the approval of both the Operator and the County Administrator. The Operator agrees to operate the Sports Center in accordance with the Annual Budget.

### **Monthly Gross Revenues and Expense Statement.**

Within twenty (20) calendar days after the end of each month during the Term, the Operator shall furnish the County with a Monthly Gross Revenues and Expense Statement showing Sports Center Gross Revenues and Expenses and Sports Center Gross Revenues Exclusions for the just concluded month on a modified cash accrual basis that has been agreed by the Parties.

Such statements shall present fairly the financial position (Balance Sheet) and results of the operations (Profit/Loss Statement) of the Sports Center and shall be reasonably detailed, including cash flow statements, cash balances, reserve account balances and statements, operating results, supporting schedules of revenues and expenditures, a balance sheet showing Operator's cash position at the end of such month and a budget reconciliation statement and an explanation of the basis for any material deviation from the Annual Budget and Operator's plan to address such circumstance.

These Statements shall be prepared by Operator's Controller, Finance Director, Chief Financial Officer or similar person and signed by an authorized officer of the Operator.

The Monthly Statements will include distinctively all flow of funds outlined in Section 6.6.2 (i) through (iii).

**Track overnight stays in the County**

by requiring promoters, leagues and other athletic associations to register for league or tournament Sports Center Event(s) through the County's Tourism website or other designated website or a comparable Operator site and by further requiring such promoters, leagues and athletic associations to provide a written form to the Operator identifying the host hotels and the number of nights stayed at each location within fourteen (14) days after a Sports Center Event has been completed; which information shall be compiled by the Operator and provided to the County as a part of the monthly financial report.

**Annual Gross Revenues and Expense Statement.**

Within sixty (60) calendar days after the end of each Operating Year, including the Operating Year ending in the month in which the Term ends, the Operator shall furnish the County with an Annual Gross Revenues and Expense Statement and Balance Sheet for the just concluded Operating Year in the same manner and format as required on the monthly report, except the reports will be expanded to include all items listed in 6.6.2 and 7.3, prepared by Operator's Controller, Finance Director, or Chief Financial Officer and signed by an authorized officer of the Operator.

**Insurance**

Within ten (10) Business Days of the County's issuance of a Certificate of Occupancy for all or part of the Operator's Sports Center Improvements and before any beneficial use by the Operator occurs, unless specified earlier herein, and no later than twenty (20) Business Days before any Liability Insurance, Automobile Liability Insurance or Property Insurance expires, is cancelled or its liability limits are reduced or exhausted, the Operator shall deliver to the County certificates of insurance evidencing the Operator's maintenance of all Liability Insurance, Automobile Liability Insurance and Property Insurance this Agreement requires, in each case providing coverage for, at least, one (1) year from the date delivered. The County also reserves the right to request a copy of the policies required hereunder at any time during the Term of the Agreement.

**Marketing Plan.**

The Operator shall prepare an annual marketing plan for the "Promotion" of the Sports Center to "Tourists" and provide the County examples of marketing and advertising collateral and marketing efforts. "Promotion" means marketing or advertising designed to increase tourist-related business activities and "Tourist" means a person who participates in trade or recreation activities outside the county of his or her permanent residence or who rents or leases transient accommodations.

**Physical Inventory**

The Operator Shall perform a physical inventory of FF&E items with a value over \$1,000 on an annual basis and shall provide the County a copy of the same upon Completion.